

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG
CASE NO: 2023-098917**

In the matter between:

NEDBANK LIMITED

Execution Creditor

and

MDLULI, LUNGELO

Judgment Debtor

(Identity Number 911008 6036 082)

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE

The immovable property (hereinafter referred to as the “property”) which will be put up for auction on the 28TH day of OCTOBER 2025 at 11h00, consists of:

Certain:

A UNIT CONSISTING OF –

- (A) Section No. 72 as shown and more fully described on Sectional Plan No. SS969/2004 in the scheme known as Country Lodge in respect of the land and building or buildings situate at Buccleuch Township, Local Authority : City of Johannesburg Metropolitan Municipality of which section the floor area, according to the said sectional plan is 82 (Eighty Two) square metres in extent; and

- (B) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan

Held under Deed of Transfer No. ST32129/2021

Situated at: No. 72 Country Lodge, 18 Gibson Drive West, Buccleuch.

THE FOLLOWING INFORMATION IS FURNISHED REGARDING IMPROVEMENTS ON THE PROPERTY ALTHOUGH NOTHING IN THIS RESPECT IS GUARANTEED -

Main building: Lounge, Kitchen, 2 Bathrooms, 2 Bedrooms

Outbuilding: None

Constructed: Brick under tiles

THE PROPERTY IS ZONED RESIDENTIAL.

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

- 1.1 The sale shall be conducted in accordance with the provisions of Rule 46 of the Uniform Rules of Court and all other applicable law, as amended, as well as the provisions of the Consumer Protection Act, no 68 of 2008, the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at www.acts.co.za (the Act) and www.info.gov.za (the Regulations).
- 1.2 The headings to the clauses are for the purposes of convenience and reference only, and shall not be used in the interpretation of, nor modify, nor amplify the conditions of this sale nor any clause. In these conditions, unless a contrary intention clearly appears, words importing any one gender shall include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or otherwise) and vice versa.
- 1.3 This sale is subject to Section 129 (3) and (4) of the National Credit Act 34 of 2005. The Judgment Debtor is entitled to reinstate the credit agreement that formed the subject to of the legal action under the aforementioned case number, as well as this sale in execution, at any time prior to the transfer of

the property to the Purchaser has taken place by paying the full arrears outstanding on the account. In the event of the account being reinstated, this sale and execution shall be capable of being set aside. The Purchaser hereby accepts all risks involved in purchasing the property and hereby indemnifies the credit provider against any and all losses by which incurred therein.

- 1.4 The property shall be sold by the Sheriff Halfway House-Alexandra, 614 James Crescent, Halfway House to the highest bidder a Sale with a reserve price.

2. **MANNER OF SALE**

- 2.1. If the sale is subject to a reserve price then should the highest bid be less than the reserve price, the highest bid will be provisionally accepted subject to the purchaser complying with clauses 4.1, 5.1 and 5.5; and confirmation by the court. Should the sale not be confirmed by the court all amounts paid by the highest bidder will be refunded.
- 2.2. The sale shall be for Rands and no bid for less than one thousand Rands shall be accepted.
- 2.3. The execution creditor shall be entitled to cancel the sale at any stage before the auction has commenced. The execution creditor shall be entitled to bid at the auction.
- 2.4. If any dispute arises about any bid, the property may again be put up for auction.
- 2.5. If the Sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.
- 2.6. If the Sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 5.1 or the balance of the purchase price, the Sheriff may refuse to accept the bid of such bidder or accept it provisionally until the bidder shall have satisfied the Sheriff that such bidder is able to pay the deposit and the balance of the purchase price.

- 2.7. On the refusal of a bid under circumstances in condition 2.6, the property may immediately be put up for auction again.

3. SALE SUBJECT TO THE CONSUMER PROTECTION ACT 6/2008 AND THE FINANCIAL INTELLIGENCE ACT 2001 (FICA)

- 3.1. A person attending an auction to bid must register as a bidder and comply with the requirements of:
- (a) The Consumer Protection Act 69 of 2008, as amended.
 - (b) The Financial Intelligence Centre Act 2001 (FICA) in respect of the establishment and verification of identity.
 - (c) The further requirements for registration as a bidder.
 - (d) Conditions of Sale.
- 3.2. A person attending the auction to bid on behalf of another entity, must produce a letter of authority, expressly authorizing him/her to bid as such. If a person will be bidding on behalf of a company, the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him/her to do so. Both the bidder and the mandatory must comply with the requirements of the Financial Intelligence Centre Act 2001 (FICA), in respect of the establishment and verification of identity.

4. OBLIGATIONS AND LIABILITIES OF PURCHASER AFTER AUCTION

- 4.1 The Purchaser shall, as soon as possible after the sale, and immediately on being requested by the Sheriff, sign these conditions.
- 4.2 If the Purchaser purchases in a representative capacity, the Purchaser shall disclose the name of the principal or person on whose behalf the property is being purchased.
- 4.3. If the Purchaser has purchased in a representative capacity, then such sale shall also be subject to the following conditions:

- 4.3.1 The principal's or person's address as furnished by the representative shall be the address as chosen by the principal or person as the address for service of all forms, notices and documents in respect of any legal proceedings which may be instituted by virtue hereof (*domicilium citandi et executandi*).
- 4.3.2 If the principal or person, for any reason, is unable to take transfer in compliance herewith then the representative shall be the contracting party as purchaser.
- 4.4. In the event of the Purchaser being a Company, Close Corporation or a Trust, then the person signing these conditions of sale shall be deemed to have bound himself/herself/themselves as surety(ies) and co-principal debtor(s) for all the obligations of the purchaser (and, if applicable, jointly and severally with any other persons signing these conditions of sale on behalf of the purchaser), such surety(ies) hereby renouncing the benefits of excussion and division, no value received and errors in calculation, the effect of which he/she/they acknowledges himself/ herself/ themselves to be aware.
- 4.5. The Purchaser shall not be entitled to nominate a third party to obtain transfer of the property in his/her/its stead. This clause may not be overruled by adding the words "*or nominee*" or similar wording to the signature of the purchaser or anywhere else.
- 4.6 If the Purchaser is married in community of property such Purchaser shall furnish the sheriff with the written consent of the other spouse, as required in terms of Section 5(2)(g) of the Matrimonial Property Act 88 of 1984, within 48 hours of the signature of the conditions of sale.
- 4.7 The Purchaser shall, on demand, sign all the necessary transfer and ancillary documents with the transferring attorneys.

5. **CONDITIONS OF PAYMENT**

- 5.1. The Purchaser shall pay to the Sheriff a deposit of 10% of the purchase price by EFT or bank guaranteed cheque on the day of the sale.

- 5.2. The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the execution creditor or his or her attorney and shall be furnished to the Sheriff within 21 days after the date of sale.
- 5.3 Should the Purchaser fail to pay the deposit and the Sheriff's commission on completion of the sale, then the sale shall be null and void and the Sheriff may immediately put the property up for auction again.
- 5.4 The Sheriff shall retain all moneys paid, in respect of the purchase price of the immovable property sold in execution, in his or her trust account, in terms of Section 22 of the Sheriff's Act 90 of 1986, until transfer has been given to the Purchaser.
- 5.5 The Purchaser shall, immediately on demand by the Sheriff, pay the Sheriff's commission as follows:
- 5.5.1 6% on the first R100 000.00;
- 5.5.2 3.5% on R100 001.00 to R400 000.00;and
- 5.5.3 1.5% on the balance of the proceeds of the sale,
- subject to a maximum commission of R40 000.00 in total plus VAT if applicable and a minimum of R3 000.00 plus VAT if applicable.
- 5.6. The Purchaser shall be liable for and pay within 10 days of being requested to do so by the appointed conveyancer, the following –
- (I) All amounts due to the municipality servicing the property, in terms of Section 118(1) of the Local Government Municipal Systems Act, 2000 (Act No. 32 of 2000), for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable
- (II) All levies due to a Body Corporate in terms of the Sectional Titles Act No. 1986 (Act No. 95 of 1986) or amounts due to a Home Owners or other association which renders services to the property.

- (III) The cost of transfer, including conveyancing fees, transfer duty or VAT and any other amount necessary for the passing of transfer to the Purchaser.

5.7 The Purchaser is hereby informed of the following charges:

- 5.7.1 Arrear rates and taxes, estimated at R26 348.47 (and is not guaranteed)
- 5.7.2 Arrears charges payable in terms of the Sectional Titles Act, Act 95 of 1996, estimated at R56 874.07 (and is not guaranteed).

The Purchaser accepts that the amounts set forth in this clause are estimates only. Neither the sheriff nor the execution creditor warrants the accuracy of this estimate. The Purchaser shall not avoid the Purchaser's obligations hereunder, nor will the Purchaser have any claims against the Sheriff or the execution creditor, arising out of the fact that the arrear rates and taxes and arrear charges payable in terms of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), Sectional Titles Act, 1986 (Act No. 95 of 1986) or Home Owners Association are greater than the estimated charges set forth herein. Payment of the actual amounts owing in respect of rates and taxes, levies or arrears charges must be effected by the Purchaser within 10 (ten) days after being requested to do so by the attorney attending to the transfer.

- 5.8
 - (a) The Purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and on compliance with condition 5.5 and 5.6 alternatively, transfer shall be passed only after the Purchaser has complied with the provisions of conditions 5.1, 5.2, 5.4 and 5.5 hereof.
 - (b) If the transfer is delayed by the Purchaser, the Purchaser shall be liable for interest at the rate of 12.00% per annum calculated daily and compounded monthly, on the purchase price from date of sale to date of registration of transfer.
- 5.9 In the event that the Purchaser being the execution creditor who is also a consumer exempted in terms of Section 5(2)(b) from the

provisions of the Consumer Protection Act, 68 of 2008, the execution creditor shall be required to pay the commission set out in the clause 5.5, without demand, within 10 days. Such execution creditor shall not be required to make any deposit nor furnish a guarantee as provided for in terms of 5.1 and 5.2, except insofar as the purchase price may exceed the total amount as set out in the warrant of execution. The difference between the purchase price and the total amount as set out in the Writ of Attachment, plus interest as provided for in 5.8(b), is to be paid or secured to the sheriff within 21 days from the date of sale, without demand. Such execution creditor shall at the date of registration of transfer provide the sheriff with satisfactory proof that the defendant's account has been credited accordingly.

6. COMPLIANCE CERTIFICATES

- 6.1. The Purchaser shall at his/her own cost obtain a valid electrical installations certificate of compliance and test report, in the prescribed format, as provided for in the Electrical Installation Regulations, 2009, issued in terms of the Occupational Health and Safety Act, 1993. The Purchaser agrees that this undertaking relieves the Sheriff and the execution creditor from any duty that may be imposed upon either or both of them in terms of Section 10 of the Occupational Health and Safety Act, 1993. The Purchaser accordingly agrees that there is no obligation on the Sheriff or execution creditor to furnish the said electrical installations certificate of compliance and test report.
- 6.2. The Purchaser agrees that there is no obligation on the Sheriff or the execution creditor to furnish an Entomologist's certificate.
- 6.3. If applicable, the Purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

7. RISK AND OCCUPATION

- 7.1. The property may be taken possession of after the signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in accordance with condition 5.2.
- 7.2. Should the Purchaser receive possession of the property, the Purchaser shall be liable for occupational rental at the rate of 1% of the purchase price per month. Pro-rata occupational rental shall be payable by the Purchaser on the date of possession and thereafter monthly on or before the 1st of each month until date of registration of transfer. The Purchaser shall pay the occupational rental on due date into the following account:

NAME: L. MDLULI

BANK: NEDBANK LIMITED

ACCOUNT NUMBER: 8004472017701

- 7.3. Upon the Purchaser taking possession, the property shall be at the risk and profit of the Purchaser.
- 7.4. The execution creditor and the Sheriff give no warranty that the Purchaser shall be able to obtain personal and/or vacant occupation of the property or that the property is not occupied and any proceedings to evict the occupier(s) shall be undertaken by the Purchaser at the Purchaser's own cost and expense.
- 7.5. The Sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of the insurance given to the sheriff and such insurance policy kept in force until transfer is registered.
- 7.6. Should the Purchaser fail to comply with the obligations in paragraph 7.5, the Sheriff may effect the necessary insurance, the costs of which insurance shall be for the Purchaser's account.
- 7.7. The property is sold as represented by the Title Deeds and diagram and/or Sectional Plan, subject to all servitudes and conditions of

establishment, whichever applies to the property. Notwithstanding anything to the contrary hereinbefore contained, the property is sold free from any title conditions pertaining to the reservation of personal servitudes in favour of third parties and in respect of which servitudes preference has been waived by the holder thereof in favour of the execution creditor.

- 7.8. The Sheriff and the execution creditor shall not be liable for any deficiency that may be found to exist in the property.
- 7.9. The Sheriff and the execution creditor shall not be obliged to point out any boundaries, beacons or pegs in respect of the property hereby sold.

8. SALE SUBJECT TO EXISTING RIGHTS

Where the Property is subject to a lease agreement the following conditions apply:

- 8.1. Insofar as the property is let to tenants and the Sheriff is aware of the existence of such tenancy then:
 - 8.1.1 if that lease was concluded before the execution creditor's mortgage bond was registered, then the property shall be sold subject to such tenancy;
 - 8.1.2 if the lease was concluded after the execution creditor's mortgage bond was registered, the property shall be offered first subject to the lease and if the selling price does not cover the amount owing to the execution creditor as reflected on the Writ of Attachment plus interest as per Writ, then the property shall be offered immediately thereafter free of the lease.
- 8.2. Notwithstanding any of these provisions, the Purchaser shall be solely responsible for ejecting any person or other occupier claiming occupation, including a tenant, at the Purchaser's cost. No obligation to do so shall vest in the Sheriff and/or the execution creditor.

- 8.3. The property is furthermore sold subject to any lien or liens in respect thereof.

9. **BREACH OF AGREEMENT**

- 9.1. If the Purchaser fails to carry out any of his obligations under these Conditions of Sale, the sale may be cancelled by a Judge summarily on the report of the Sheriff after due notice to the Purchaser, and the property may again be put up for sale.
- 9.2. In the event of the circumstance in paragraph 9.1 occurring, the Purchaser shall be responsible for any loss sustained by reason of such default, which loss may, on the application of any aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered from the purchaser under judgment of a Judge pronounced on a written report by the Sheriff, after such Purchaser has been given notice in writing that such report will be laid before the Judge for such purpose.
- 9.3. If the Purchaser is already in possession of the property, the Sheriff may, on notice to affected parties, apply to a Judge for an order evicting the purchaser or any person claiming to occupy the property through the Purchaser or otherwise occupying the property.
- 9.4. In the event of the sale being cancelled, the deposit shall be retained by the Sheriff in trust for such period that is stipulated in the judgment in terms of Rule 46(11) or if no such period is stipulated therein then until such time that the property has been sold to a third party and the execution creditor's damages have been quantified and judgment has been granted in respect thereof.

10. **ADDRESS FOR LEGAL PROCEEDINGS**

The Purchaser chooses the address set out in Annexure "A" hereunder as his/her/its address for the service of all forms, notices and documents in respect of any legal proceedings which may be instituted following from this sale or its cancellation (*domicilium citandi et executandi*). In the event of the purchaser failing to choose a *domicilium citandi et executandi* hereunder, the property which is the subject matter of the sale will be deemed to be the purchaser's *domicilium citandi et executandi*.

11. **CONFIRMATION OF THE PURCHASER**

The Sheriff and Purchaser confirm that the property is sold:

- ☐ with lease
☐ without lease

for an amount of: R_____

AMOUNT IN WORDS:

Which amount excludes the amounts referred to in clause 5.6 (if applicable), 5.7, 5.8 & 5.9 and accepts all further terms and conditions as set out herein, which acceptance is confirmed by his signature below.

12. **JOINT AND SEVERAL LIABILITY**

In the event of there being more than one purchaser, they will be jointly and severally liable in terms hereof.

13. **TRANSFERRING CONVEYANCER**

The execution creditor shall appoint the conveyancer to effect transfer of the property to the purchaser: provided that the Sheriff shall be entitled to appoint a new conveyancer should the conveyancer appointed by the execution creditor not proceed timeously or satisfactorily with the transfer. The details of the conveyancer as appointed by the execution creditor are as follows:

13.1 Name: **G. VISAGIE**

13.2 Name of Firm: **ROSSOUWS LESIE INC.**

13.3 Tel: **(011) 726-9000**

I, the undersigned, Sheriff of Halfway House-Alexandra hereby certify that today the 28th day of October 2025 and as advertised, the aforementioned property was sold for R_____

to _____

SHERIFF HALWAY HOUSE-ALEXANDRA

I, the undersigned, _____ on this
28TH day of October 2025 do hereby bind myself as the purchaser of the
aforementioned property on the conditions of sale as contained herein

PURCHASER

(and where applicable in terms of these conditions of sale as surety and co-principal
debtor)

(and where applicable on behalf of the below mentioned Principal being duly
authorised in terms of a power of attorney / mandate which is attached hereto as
Annexure B)

FULL NAME OF PRINCIPAL AS PER POWER OF ATTORNEY:

PHYSICAL ADDRESS OF PRINCIPAL:

ANNEXURE "A"

Information for Conveyancer:

1. Full names: _____
2. Spouse's Full Names: _____
3. Married/Divorced/Widowed/Single: _____
4. If married – Date: _____

By Antenuptial Contract / Married in Community of Property
5. Where married: _____

(husband's *domicilium citandi et executandi* at the time of the marriage)
6. Identity number: _____
7. Physical address (*domicilium citandi et executandi*): _____

8. Postal address: _____

9. Telephone numbers:

Home: _____

Work: _____

Telefax (if any): _____

Cell Number: _____

Email address: _____

ANNEXURE "B"

POWER OF ATTORNEY