

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

Case Number: 2024-037888

In re:

KYALAMI GLEN HOMEOWNERS ASSOCIATION NPC

APPLICANT

And

JABULANI NYABADZA

FIRST RESPONDENT

(Identity Number: 700724 5890 08 0)

NEDBANK LTD

SECOND RESPONDENT

FIRSTRAND BANK LTD

THIRD RESPONDENT

CONDITIONS OF SALE OF IMMOVABLE PROPERTY

The property which will be put up for auction on the **28th** day of **October 2025**, at the offices of Sheriff Halfway House situated at 614 James Crescent, Halfway House, Midrand, Gauteng is:

- i) **ERF 119 KYALAMI GARDENS EXTENSION 1, REGISTRATION DIVISION
JR, CITY OF JOHANNESBURG, GAUTENG,**

- ii) **MEASURING 771 (SEVEN HUNDRED AND SEVENTY ONE) SQUARE METERS**
- iii) **HELD BY TITLE DEED T15685/2005**
- iv) **ALSO KNOWN AS 39 KINGFISHER CRESCENT, KYALAMI GLEN ESTATE**

IMPROVEMENTS: **VACANT STAND**

(ALTHOUGH NOTHING IS GUARANTEED IN THIS REGARD)

The sale shall be conducted on the following conditions:

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.
2. The property shall be sold by the Sheriff Halfway House at 614 James Crescent, Halfway House, Midrand, Gauteng to the highest bidder. The 2nd and 3rd Respondents are to indicate a reasonable reserve price or to agree in writing to a sale without reserve within 10 days of service of the notice of sale.
3. The sale shall be for rands, and no bid for less than one thousand rands shall be accepted.
4. If any dispute arises about any bid, the property may again be put up for auction.
5.
 - a. If the sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.
 - b. If the sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 7 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 satisfies the sheriff that such bidder is able to pay the deposit and the balance of the purchase price.
 - c. On the refusal of a bid under circumstances referred to in paragraph (b), the property may immediately be put up for auction again.

6.

- a. The purchaser shall, as soon as possible after the sale and immediately on being requested by the sheriff, sign these conditions.
- b. 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.

7.

- a. The purchaser shall pay to the sheriff a deposit of 10 percent of the purchase price in cash or by electronic funds transfer on the day of the sale.

8.

- a. If the purchaser fails to carry out any obligation due by the purchaser under the 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.
- b. In the event of the circumstances in paragraph (a) 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 referred to in subparagraphs (i) and (ii) of Rule 46(14)(c), 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.
- c. 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.

- a. The purchaser shall immediately on demand pay the sheriffs' commission calculated as follows
.....;
- b. 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 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 amounts due to the home owners association, the execution creditor, which renders services to the property or such amount below that as the execution creditor may direct.
- iii. The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.
- iv. All amounts due arising out of the execution debtor's liability towards Nedbank Ltd as secured by mortgage bond B26371/2009.
- v. All amounts due arising out of the execution debtor's liability towards Firstrand bank Ltd as secured by mortgage bond B47239/2012.

10.

- a. The property may be taken possession of after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of condition 7 (b).
- b. The purchaser will receive possession of the property on date of transfer.
- c. Upon the purchaser taking possession (occupation), the property shall be at the risk and profit of the purchaser.
- d. 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.

11.

- a. The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with condition 9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of conditions 7 and 9 hereof.
- b. If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the prime rate per annum on the purchase price.

- c. The sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of insurance given to the sheriff and such insurance policy kept in force until transfer is registered.
- d. Should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the cost of which insurance shall be for the purchaser's account.

12.

- a. The property is sold as represented by the title deeds and diagram or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property.
- b. The sheriff shall not be liable for any deficiency that may be found to exist in the property.

13. 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.

Dated at Midrand this 28th day of October 2025

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 HALFWAY HOUSE-ALEXANDRA

I, the undersigned, _____, residing at
in the district of on this 28TH day of October 2025 do hereby
 bind myself as the purchaser of the aforementioned property to pay the purchase price and to perform
 all and singular the conditions of sale as contained herein.

PURCHASER

If married in community of property, married according to Muslim rights, married in terms of customary law in a monogamous marriage, or married in terms of customary law as from 15 November 2000 then both spouses are to sign. **(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 NAMES OF PRINCIPAL AS PER POWER OF ATTORNEY:

PHYSICAL ADDRESS OF PRINCIPAL:

ANNEXURE "A"

Purchaser's details:

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:.....

ANNEXURE "B"

POWER OF ATTORNEY