

In the matter between

**THE STANDARD BANK OF SOUTH AFRICA LIMITED**

Plaintiff

And

**MPHO EZEKIEL**  
Identity Number:

**NKEPE MAUREEN**  
Identity Number:

REGISTRAR OF THE NORTH GAUTENG HIGH COURT PRETORIA
PRIVATE BAG/PRIVAATSAK X87
2011 -10- 12
B. I. ANKOWITZ PRETORIA 0001
GRIFFIER VAN DIE NOORD GAUTENG HOE HOF PRETORIA

1<sup>st</sup> Defendant

2<sup>nd</sup> Defendant

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**WARRANT OF EXECUTION: IMMOVABLE PROPERTY DECLARED EXECUTABLE**

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TO: The Sheriff or His Deputy

You are hereby directed to cause to be realised the sum of **R330 640.64** together with Warrant of Execution costs in terms of Rule 70 G, plus Sheriff's charges, in satisfaction of a judgment debt and costs obtained by the Plaintiff against the Defendants in this Court on the **15<sup>TH</sup>** day of **FEBRUARY 2011**.

AND WHEREAS in terms of the said Judgment, this Court declared the following immovable property of the Defendants executable for payment of the aforesaid sum or part thereof:

**PORTION OF ERF 31 MAHUBE VALLEY EXTENTION 3 TOWNSHIP,  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG;  
IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES**

**HELD under Deed of Transfer T 25567.**

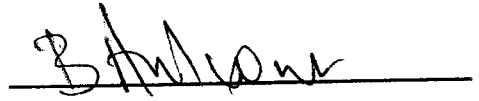
Now, therefore, you are directed to attach and take into execution the said Immovable Property of the said Defendants, the physical address of the property being **PORTION 75 OF ERF 3165 MAHUBE VALLEY EXTENTION 3** situate at **15 STREET, MAHUBE VALLEY EXT 3** and the address **STREET, MAHUBE VALLEY 0122** being their *chosen domicilium citandi et executandi* to cause to be realised therefrom the sum of **R330 640.64** plus interest @ **10.0%** per annum from **26 AUGUST 2010** together with costs hereof and your charges in and about the same, and thereafter to dispose of the proceeds thereof in

accordance with the Rule of Court No. 46, for which shall be your warrant.

DATED AT SANDTON THIS 10 of OCTOBER 2011.



ATTORNEY FOR PLAINTIFF  
**STRAUSS DALY INCORPORATED**  
Ground Floor, Block A  
Grayston Ridge Office Park  
Cnr. Katherine Street & Grayston Drive  
SANDTON  
Tel: (011) 444-4501  
REF: Ms M Naidoo/vo/STA1/0034  
**C/O STRAUSS DALY ATTORNEYS**  
Centaur House  
38 Ingersol Street  
Lynnwood Glen  
**PRETORIA**

  
**REGISTRAR OF HIGH COURT**

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT)**

**CASE NO: 74569/**

**In the matter between:**

**THE STANDARD BANK OF SOUTH AFRICA LIMITED**

Plaintiff

**and**

**MPHO EZEKIEL**

1<sup>ST</sup> Defendant

**NKEPE MAUREEN**

2<sup>ND</sup> Defendant

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**DEFAULT JUDGMENT**

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DEFAULT JUDGEMENT is granted against the Defendants, in favour of the Plaintiff, the one paying the other to be absolved, for:

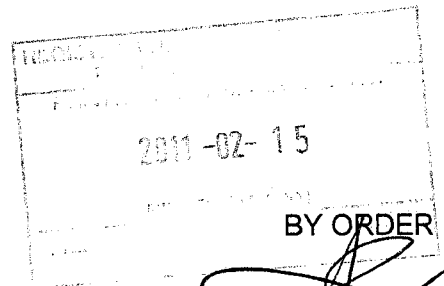
- a) Payment in the sum of **R 330 640.64**,
- b) Payment of interest on the sum of **R 330 640.64** at the rate of **10.00%** per annum calculated and capitalised monthly in arrears from the **28 AUGUST 2010** to date of payment, both days inclusive;
- c) Payment of monthly insurance premiums in the amount of **R 62.25**;
- d) an order declaring the property executable hypothecated by Mortgage Bond Nos. **B140448** and **B19953** known as :

**PORTION OF ERF 3165 MAHUBE VALLEY EXTENSION 3  
TOWNSHIP REGISTRATION DIVISION J.R., THE PROVINCE OF**

**GAUTENG IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT)  
SQUARE METRES  
HELD BY DEED OF TRANSFER NO. T125567/2005**

e) costs of suit on a scale as between Attorney and Client;

f) ~~further and/or alternative relief~~



**Ref: Miss      /STA1/0034**

ER

**IN THE NORTH GAUTENG HIGH COURT, PRETORIA**  
**(REPUBLIC OF SOUTH AFRICA)**

HELD AT PRETORIA ON THIS THE 17<sup>TH</sup> DAY OF AUGUST 2011 BEFORE THE  
HONOURABLE JUDGE PHATUDI

CASE NO: 74569

In the matter between

**STANDARD BANK OF SOUTH AFRICA**

**APPLICANT**

and

**MPHO EZEKIEL**

**1<sup>ST</sup> RESPONDENT**

**KEPE MAUREEN**

**2<sup>ND</sup> RESPONDENT**

**DRAFT ORDER**

**HAVING HEARD COUNSEL** for the Applicant the following order is made:

1. Pursuant to the default judgment granted by the above honourable court, the Registrar of the honourable court is authorised to issue a writ of execution in respect of the immovable property known as:

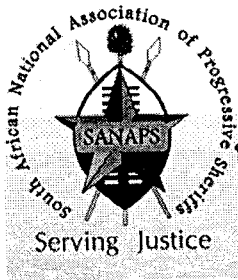
PORTION 75 OF REF 3165 MAHUBE VALLEY EXTENSION 3  
TOWNSHIP REGISTRATION DIVISION J.R, THE PROVINCE OF  
GAUTENG IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT)  
SQUARE METERS

HELD BY DEED OF TRANSFER NO. T125567/2005

  
\_\_\_\_\_  
**BY ORDER OF THE COURT**

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ER



**SHERIFF CULLINAN.**  
**PRIVATE BAG X 1149 CULLINAN 1000.**  
**TEL: (012) 734 - 1903      FAX: (012) 734 - 2616**

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**NOTICE OF ATTACHEMENT IN EXECUTION**

**IN THE NORTH GAUTENG HIGH COURT,  
OF SOUTH AFRICA, PRETORIA**

**Case no: 7456.**

**STANDARD BANK OF S A LIMITED**

**PLAINTIFF**

**AND**

**MPHO EZEKIEL**

**1<sup>ST</sup> DEFENDANT**

**NKEPE MAUREEN**

**2<sup>ND</sup> DEFENDANT**

**ATTORNEY: STRAUSS DALY**

**TO:**

1. The Registrar of Deeds:	PRIVATE BAG X 183, PRETORIA, 0001
2. The 1 <sup>ST</sup> Defendants:	M E MATHATHO
3. The 2 <sup>nd</sup> Defendant:	N M MATHATHO
4. The Domicilium address:	75 LEKOPE STREET MAHUBE VALLEY MAMELODI
5. The Occupier:	PORTION 7 OF ERF 3165 / 5 LEKOPE STREET MAHUBE VALLEY MAMELODI
6. The Local Authority:	CITY OF TSHWANE MUNICIPALITY
7. The Bondholder:	STANDARD BANK LIMITED

Take notice that I have this day seized and laid under judicial attachment the property comprised in the following inventory in pursuance the warrant directed to me under the hand of the Registrar of the North Gauteng High Court, the cause to be realized in the sum of **R330 640.64** plus interest at the rate of **10.00%** per annum, with effect from **26 AUGUST 2010** to date of payment, together with costs hereof plus Sheriff's charges and your charges in and about the same in terms of the Order granted on the **2011/10/12**

**DATED AT CULLINAN ON THE : 2011/10/19**

**A DAWOOD  
SHERIFF CULLINAN**

**INVENTORY  
ERF:**

**PORTION 3 OF ERF 3165 MAHUBE VALLEY EXT 3/ 5 LEKOPE STREET MAHUBE  
VALLEY**

**REGISTRATION DIVISION:  
MEASURING:  
HELD BY TITLE DEED:**

**JR GAUTENG PROVINCE  
288 SQUARE METRES  
T 125567.**

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569.

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

MPHO EZEKIEL

(ID:

**1st Defendant**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 27 OCTOBER 2011 at 13h20 at PORTION OF ERF 3165, STREET, MAHUBE VALLEY EXT 3, MAMELODI, 0122 being the place of residence of MPHO EZEKIEL, a copy of the Writ of Attachment - Fixed Property was served by affixing to the main gate at given address. After a diligent search and enquiry at the given address no other manner of service was possible. Rule 9(5).

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

Description	Tariff	QTY	Amount	Description	Tariff	QTY	Amount
Service	44.00	1	44.00				
postage high court	22.00	1	22.00				
Notice of Attachment - Occupie	11.00	1	11.00				
Return	23.00	1	23.00				

**TO:** THE REGISTRAR OF THE HIGH COURT, PRETORIA

Zero rated items	0.00
Sub-total	100.00
VAT	14.00
<b>Total</b>	<b>114.00</b>

**Account No.:** STD02

**TO:** STRAUSS DALY ATTORNEYS  
PRIVATE BAG X9  
BENMORE

2010

**Your Reference:** 0034/STA1/VO/MN



**MRS B.S. MSEMOLA - DEPUTY SHERIFF**

(Properly appointed in terms of Section 6(1) of the Sheriff's Act No. 90/1986)

Signed Cullinan on 16/11/11

My Reference: 2011/01/04779.00 / JNT

Sheriff Cullinan (A. Dawood )

Private Bag x 1149, Cullinan, 1000

Tel: +27-12-734-1903

Fax: +27-12-734-2616

VAT No./BTW Nr.: 411018780€

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

MPHO EZEKIEL

**Defendant**

NKEPE MAUREEN

**Registrar of Deeds**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 2011/10/20 a copy of the Notice of Attachment and Warrant of Execution was forwarded per prepaid registered post, addressed to the REGISTRAR OF DEEDS at Private Bag X183, Pretoria, 0001 being the Registrar of Deeds postal address. Proof of receipt in this office for inspection. 46(3).

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/2011

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

ME

**Defendant**

N M

**1st Bondholder**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 2011/11/02 a copy of the Notice of Attachment and Warrant of Execution was forwarded per prepaid registered post, addressed to the BONDHOLDER at P.O. BOX 4365, JOHANNESBURG, 2000 being the Bondholder's postal address. Proof of receipt in this office for inspection. 46(3).

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**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

MPHO EZEKIEL

**Defendant**

NKEPE MAUREEN

**Local Authority**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 2011/10/20 a copy of the Notice of Attachment and Warrant of Execution was forwarded per prepaid registered post, addressed to the LOCAL AUTHORITY at P.O. BOX 408, PRETORIA, 0001 being the Local Authority's postal address. Proof of receipt in this office for inspection. 46(3).

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

MPHO EZEKIEL

**Defendant**

NKEPE MAUREEN

**Occupier**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 2011/10/27 at 13h20 at PORTION OF ERF 3165, LEKOPE STREET, MAHUBE VALLEY EXT 3, MAMELODI, 0122 being the **chosen domicilium citandi et executandi** of MPHO EZEKIEL a copy of the Writ of Attachment - Fixed Property was served by affixing to the principal door. After a diligent search and enquiry at the given address no other manner of service was possible. Rule 4(1)(a)(iv).

**PROPERTY DESCRIPTION:**

TILE ROOF  
1 X KITCHEN  
1 X LOUNGE  
2 X BEDROOMS  
1 X GARAGE (NO ROOF)  
DOUBLE DOOR (UNFINISHED)

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**and**

NKEPE MAUREEN

**Plaintiff**

**2nd Defendant**

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on the 2011/10/27 at 13h20 at PORTION OF ERF 3165, STREET, MAHUBE VALLEY EXT 3, MAMELODI, 0122 being the **chosen domicilium citandi et executandi** of NKEPE MAUREEN MATHATHO (ID: 641210 0393 082) a copy of the Writ of Attachment - Fixed Property was served by affixing to the principal door. After a diligent search and enquiry at the given address no other manner of service was possible. Rule 4(1)(a)(iv).

ORIGINAL DOCUMENT RETURNED HERewith

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/17

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

Plaintiff

**and**

M E & N M

Defendant

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**RETURN: SERVICE OF NOTICE OF ATTACHMENT - FIXED PROPERTY**

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**IT IS HEREBY CERTIFIED:**

That on your instructions the attachment on the immovable property, PORTION OF ERF 3165 / STREET MAHUBE VALLEY EXT 3 MAMELODI 0122 has been completed. Copies of my Notice of attachment and the Warrant of execution have been served on all the persons / institutions listed hereunder:

THE REGISTRAR OF DEEDS - PRETORIA

THE DEFENDANT - M E & N M

THE LOCAL AUTHORITY - CITY OF TSHWANE METROPOLITAN MUNICIPALITY

THE BONDHOLDER - THE STANDARD BANK OF S A LIMITED

THE OCCUPIERS - PORTION OF ERF 3165 / STREET MAHUBE VALLEY EXT 3  
MAMELODI

THE DOMICILIUM CITANDI ET EXECUTANDI ADDRESS - STREET MAHUBE VALLEY  
MAMELODI

Your written instructions are being awaited as a matter of urgency.

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

	Tariff QTY	Amount
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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

M E I L & N M A

**Defendant**

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**RETURN: SALES DATE IMMOVABLE PROPERTY**

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**IT IS HEREBY CERTIFIED:**

The public auction of the property can take place on 26 JANUARY 2012 at 10H00 at SHOP NR. 1 FOURWAY SHOPPING CENTRE CULLINAN, and you should, in terms of Rule 46 of the Uniformed Rules of the Supreme Court Act, comply with the conditions as set out in Annexure A hereto, before the sale can take place.

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

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**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**Plaintiff**

**and**

M E MATHATHO & N M MATHATHO

**Defendant**

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**PROPERTY SOLD**

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**IT IS HEREBY CERTIFIED:**

That on **26 JANUARY 2012** the property known as certain **PORTION OF ERF 3165/**  
**STREET MAHUBE VALLEY EXT 3 MAMELODI 0122** was sold in execution to for  
the amount of **R260 000.00**. The purchaser paid, in terms of the conditions of sale, a deposit of **R26 000.00** as  
well as the auctioneers commission of **R9975.00** plus V.A.T. A V.A.T. invoice in respect of the auctioneer's  
commission was issued. The deposit will be kept on trust account Transport of the property into the purchaser's  
name will be given on receipt of the balance of the purchase price and interest.

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

# CONVEYANCER'S CERTIFICATE

# ORIGINAL

I, the undersigned,

**SAIURIE DEENANATH**

Conveyancer of Sandton, Province of Gauteng do hereby certify that I have inspected the relevant records of the Registrar of Deeds at Pretoria, and have ascertained the following:

**MPHO EZEKIEL**

Identity Number:

**AND**

**NKEPE MAUREEN**

Identity Number:

**MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER**

are the registered owners of the following property:

**PORTION OF ERF 3165 MAHUBE VALLEY EXTENTION 3 TOWNSHIP,  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG;  
IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES**

The property is held by Deed of Transfer **T12556**

There are two mortgage bond registered over the property, namely:

Mortgage Bond No. \_\_\_\_\_ in favour of STANDARD BANK OF SOUTH AFRICA LIMITED for the sum of R195 850.00 (ONE HUNDRED AND NINETY FIVE THOUSAND EIGHT HUNDRED AND FIFTY RAND)

Mortgage Bond No. \_\_\_\_\_ in favour of STANDARD BANK OF SOUTH AFRICA LIMITED for the sum of R80 000.00 (EIGHTY THOUSAND RAND)

There is one interdict noted against the property, namely:

I-13096/ Case Number:

In the High Court of South Africa: North Gauteng High Court

In the matter between:

STANDARD BANK OF SOUTH AFRICA LIMITED

Plaintiff

And

MPHO EZEKIEL

1<sup>ST</sup> Defendant

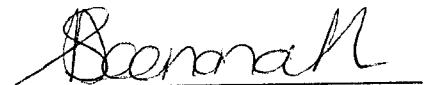
NKEPE MAUREEN

2<sup>ND</sup> Defendant

The Writ was issued on 12 OCTOBER 2011 and the property attached on the 20<sup>TH</sup> of OCTOBER 2011 and the Attorneys for the Plaintiff are Strauss Daly Incorporated of Sandton.

As far as I was able to ascertain, the property is subject to no further attachments, interdicts or encumbrances.

DATED at SANDTON this 9<sup>TH</sup> day of DECEMBER 2011.

  
CONVEYANCER  
S DEENANATH



**ORIGINAL**

IN THE NORTH GAUTENG HIGH COURT, PRETORIA  
REPUBLIC OF SOUTH AFRICA

Case Number : 74569

In the matter between :

**STANDARD BANK OF SOUTH AFRICA LIMITED**

**Plaintiff**

and

**MPHO EZEKIEL  
NKEPE MAUREEN**

**1<sup>ST</sup> Defendant  
2<sup>nd</sup> Defendant**

---

**NOTICE TO PREFERENT CREDITOR**

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TO: TSHWANE LOCAL MUNICIPALITY  
RATES SECTION  
P.O. BOX 408  
PRETORIA  
0001

BY REGISTERED MAIL

Whereas the under mentioned immovable property was laid under judicial attachment by the Sheriff of the High Court **CULLINAN**, you are hereby notified that it will be sold in execution on **26 JANUARY 2012** by **THE SHERIFF** at **SHOP NO.1 FOURWAYS SHOPPING CENTRE, CULLINAN** at 10H00:

**Short description of property and its situation :**

PORTION OF ERF 3165 MAHUBE VALLEY EXTENSION 3 TOWNSHIP,  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG;  
IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES  
HELD under Deed of Transfer T125567/2005

**PHYSICAL ADDRESS :** STREET, MAHUBE VALLEY EXT 3

KINDLY FURNISH US WITHIN 10 (TEN) DAYS FROM RECEIPT HEREOF WITH A REASONABLE RESERVE PRICE OR KINDLY AGREE IN WRITING TO A SALE WITHOUT RESERVE.

DATED AT SANDTON on the 13 of DECEMBER 2011



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**STRAUSS DALY INC.**  
Plaintiff's attorney  
Ground Floor, Block A  
Grayston Ridge Office Park  
Cnr Katherine Street & Grayston Drive  
SANDTON  
Tel: (011) 444-4501  
REF: Ms M Naidoo/vo/STA1/0034  
**C/O STRAUSS DALY ATTORNEYS**  
Centaur House  
38 Ingersol Street  
Lynnwood Glen  
PRETORIA

In the matter between :

**STANDARD BANK OF SOUTH AFRICA LIMITED**

**Plaintiff**

and

**MPHO EZEKIEL  
NKEPE MAUREEN**

**1<sup>ST</sup> Defendant  
2<sup>nd</sup> Defendant**

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**NOTICE OF SALE**

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This is a sale in execution pursuant to a judgement obtained in the above Honourable Court dated the **15 FEBRUARY 2011** in terms of which the following property will be sold in execution on **26 JANUARY 2012** at **10H00** at **SHOP NO.1 FOURWAYS SHOPPING CENTRE, CULLINAN**, to the highest bidder without reserve:

**CERTAIN PROPERTY:**

**PORTION OF ERF 3165 MAHUBE VALLEY EXTENSION 3 TOWNSHIP,  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG;  
IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES  
HELD under Deed of Transfer T125567/2005**

**PHYSICAL ADDRESS:** **STREET, MAHUBE VALLEY EXT 3**

**ZONING : GENERAL RESIDENTIAL(NOTHING GUARANTEED)**

**IMPROVEMENTS:**

The following information is furnished but not guaranteed:

**MAIN BUILDING:** **TILE ROOF, 1 X KITCHEN, 1 X LOUNGE, 2 X BEDROOMS,  
1 X GARAGE (NO ROOF), DOUBLE DOOR (UNFINISHED)**

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots")

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash or bank guarantee cheque on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The Rules of this auction is available 24 hours before the auction at the office of the Sheriff CULLINAN, SHOP NO.1 FOURWAYS SHOPPING CENTRE, CULLINAN. The office of the Sheriff for CULLINAN will conduct the sale. Advertising costs at current publication rates and sale costs according to court rules, apply. Registration as a buyer is a pre-requisite subject to conditions, inter alia:

- A) Directive of the Consumer Protection Act 68 of 2008.  
(URL <http://www.info.gov.za/view/DownloadFileAction?id=99961>)
- B) FICA - legislation i.r.o. proof of identity and address particulars.

- C) Payment of a Registration Fee of R10 000.00 in cash.
- D) Registration conditions.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court **CULLINAN, SHOP NO.1 FOURWAYS SHOPPING CENTRE, CULLINAN.**

DATED AT SANDTON THIS 13 day of DECEMBER 2011



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**STRAUSS DALY INC.**  
Plaintiff's attorney  
Ground Floor, Block A  
Grayston Ridge Office Park  
Cnr Katherine Street & Grayston Drive  
SANDTON  
Tel: (011) 444-4501  
REF: Ms M Naidoo/vo/STA1/0034  
**C/O STRAUSS DALY ATTORNEYS**  
Centaur House  
38 Ingersol Street  
Lynnwood Glen  
**PRETORIA**

In the matter between :

**STANDARD BANK OF SOUTH AFRICA LIMITED**

**Plaintiff**

and

**MPHO EZEKIEL  
NKEPE MAUREEN**

**1<sup>ST</sup> Defendant  
2<sup>nd</sup> Defendant**

---

**CONDITIONS OF SALE IN EXECUTION  
OF IMMOVABLE PROPERTY**

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**DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE**

The property which, the **SHERIFF OF THE HIGH COURT, CULLINAN** at 10:00 will be put up to auction on the 26<sup>TH</sup> day of **JANUARY 2012** consists of:

**CERTAIN:**

**PORTION OF ERF 3165 MAHUBE VALLEY EXTENTION 3 TOWNSHIP,  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG;  
IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES  
HELD under Deed of Transfer T125567/2005**

**SITUATED AT: LEKOPE STREET, MAHUBE VALLEY EXT 3**

**THE PROPERTY IS ZONED:**

**GENERAL RESIDENTIAL(NOTHING GUARANTEED)**

**IMPROVEMENTS:**

The following information is furnished but not guaranteed:

**MAIN BUILDING: TILE ROOF, 1 X KITCHEN, 1 X LOUNGE, 2 X BEDROOMS,  
1 X GARAGE (NO ROOF), DOUBLE DOOR (UNFINISHED)**

**THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:-**

**1. THE SALE**

- 1.1. The sale is conducted in accordance with the provisions of Rule 46 of the Uniform Rules of the High Court, as amended, as well as the provisions of the Consumer Protection Act, Act 68 of 2008, the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at [www.acts.co.za](http://www.acts.co.za) (the Act) and [www.info.gov.za](http://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. The property shall be sold by the sheriff to the highest bidder subject to such reserve price, if any, as may be stipulated by a preferent creditor or local authority in terms of Court Rule 46(5)(a).
- 1.4. The Plaintiff or his attorney shall, ten or more days before the sale date, provide the Sheriff with copies of the requirements of the Municipality to obtain a Rates Clearance Certificate and a letter of the Body Corporate or Home Owners Association (if applicable), reflecting the estimated amount outstanding for levies as at the date of the sale.

## **2. MANNER OF SALE**

- 2.1. The sale shall be for South African Rands and no bid of less than R1000.00 (one thousand Rand) in value above the preceding bid will be accepted.
- 2.2. The Plaintiff shall be entitled to cancel the sale at any stage before the auction has commenced.
- 2.3. If any dispute arises about any bid, the property may, at the discretion of the Sheriff, immediately again be put up for auction.
- 2.4. If the Sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but shall be rectified immediately.
- 2.5. If the Sheriff suspects that a bidder is unable to pay either the deposit or the balance of the purchase price, he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property shall immediately again be put up for auction.

3. **OBLIGATIONS AND LIABILITIES OF PURCHASER AFTER AUCTION**

- 3.1 The Purchaser shall, as soon as possible after the Sheriff announces the completion of the sale by the fall of the hammer, or in any other customary manner, immediately on being requested by the Sheriff sign these conditions.
- 3.2 If the Purchaser has bought as an agent for a principal then the sale will also be subject to the following conditions:
- 3.2.1 The principal's address as furnished by the Purchaser shall be the address as chosen by the principal as his/her address for the service of all forms, notices and documents in respect of any legal proceedings which may be instituted by virtue hereof (*domicilium citandi et executandi*).
- 3.2.2 If the principal is not in existence at the time of the auction, or the Purchaser is not in possession of a valid power of attorney from the principal at the time of the auction, the Purchaser shall be the contracting party.
- 3.3 In the event of the Purchaser being a Company, Close Corporation or a Trust, then the person signing these conditions 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 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.
- 3.4 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 CONDITIONS OF PAYMENT

- 4.1 The Purchaser shall on completion of the sale, pay a deposit of 10% of the purchase price immediately on demand by the sheriff. This percentage of the purchase price, is payable on the day of the sale, the balance to be secured by a Bank – or Building Society guarantee, which guarantee is to be delivered to me within a specified period.
- 4.2 Payment shall be made in cash, by guaranteed cheque or by way of an electronic transfer, provided that satisfactory proof of payment be furnished immediately on demand to the sheriff.
- 4.3 **Should the Purchaser fail to pay the deposit 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.**
- 4.4 The balance of the purchase price shall be paid to the Sheriff against transfer and shall be secured by a bank guarantee, to be approved by the plaintiff's attorney, which shall be furnished to the Sheriff within 15 days after the date of sale.
- 4.5 The deposit will be deposited immediately by the sheriff into a trust account held in terms of Section 22 of the Sheriffs Act 90 of 1986.
- 4.6 If the transfer of the property is not registered within 1 (one) month after the date of the sale, the Purchaser shall be liable for payment of interest at the rate of **10.00%** NACD to the Plaintiff, and to any other bondholder at the rate due to them, on the respective amounts of the award in the plan of distribution, as from the expiration of 1 month after the sale to date of transfer.
- 4.7 The Purchaser shall be responsible for payment of all costs and charges necessary to effect transfer, including but not limited to conveyancing costs, transfer duty or VAT attracted by the sale and any Deeds Registration Office levies. The Purchaser shall further be responsible for payment of all outstanding rates, taxes and other amounts due to the Municipality in respect of the property or levies due to a Body Corporate

in terms of the Sectional Titles Act No. 95 of 1986 or Home Owners Association, within 7 days after being requested to do so by the Plaintiff's attorney.

- 4.8 The Purchaser is hereby informed of the following charges, which are not guaranteed by the Plaintiff, Plaintiffs Attorneys or the Sheriff :

4.8.1 Arrear rates and taxes, estimated at R ..... ;

4.8.2 Arrears charges payable in terms of the Sectional Titles Act, Act 95 of 1996, estimated at R .....;

which must be paid by the Purchaser within seven days after being requested to do so by the attorney attending to the transfer.

- 4.9 The Purchaser shall, **immediately, on the date of sale, on demand by the sheriff**, pay the Sheriff's commission as follows:

4.9.1 6% on the first R30 000.00 of the proceeds of the sale, and

4.9.2 3.5% on the balance thereof,

subject to a maximum commission of R8 750.00 excluding VAT and a minimum of R440.00 excluding VAT.

## 5. COMPLIANCE CERTIFICATES

- 5.1 The Purchaser shall at his/her/its 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 Plaintiff 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 Plaintiff to furnish the said electrical installations certificate of compliance and test report.



- 5.2 The Purchaser agrees that there is no obligation on the Sheriff or the Plaintiff to furnish an Entomologist's certificate.
- 5.3 If applicable, the Purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

**6. RISK AND OCCUPATION**

- 6.1 The property shall be at the risk and profit of the purchaser after the fall of the hammer and the signing of the sale conditions and payment of the initial deposit.
- 6.2 The purchaser shall be liable to keep insured all buildings standing on the property sold for the full value of same from the fall of the hammer and the signing of the sale conditions and payment of the initial deposit to the date of transfer. Failing which the sheriff may effect the insurance at the purchasers expense.
- 6.3 The Plaintiff 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 unoccupied and any proceedings to evict the occupier(s) shall be undertaken by the Purchaser at his/her/its own cost and expense.
- 6.4 The property is sold as represented by the Title Deeds and diagram and the Sheriff is not liable for any deficiency that may be found to exist. The property is sold "voetstoots" and without warranty or representation and also subject to all servitudes and conditions specified in the Deed of Transfer, including any real rights reserved in favour of a developer or body corporate in terms of Section 25 of the Sectional Titles Act, No. 95 of 1986.
- 6.5 The Sheriff and the Plaintiff shall not be obliged to point out any boundaries, beacons or pegs in respect of the property hereby sold.

## **7. SALE SUBJECT TO EXISTING RIGHTS**

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

- 7.1      Insofar as the property is let to tenants and the Sheriff is aware of the existence of such tenancy then:
  - 7.1.1    if that lease was concluded before the Plaintiff's mortgage bond was registered, then the property shall be sold subject to such tenancy;
  - 7.1.2    if the lease was concluded after the Plaintiff'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 Plaintiff as reflected on the Warrant of execution plus interest as per Writ, then the property shall be offered immediately thereafter free of the lease.
- 7.2      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 Plaintiff.
- 7.3      The property is furthermore sold subject to any lien or liens in respect thereof.

## **8. BREACH OF AGREEMENT**

- 8.1.      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; and the purchaser shall be responsible for any loss sustained by reason of his default, which loss may, on the application of any aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered from him under judgment of the Judge pronounced summarily on a written report by the Sheriff, after such purchaser shall have received notice in writing that such report will be laid before the Judge for such purpose; and if he is already in possession of the property, the

Sheriff may, on 7 days' notice, apply to a Judge for an order ejecting him or any person claiming to hold under him there from.

- 8.2 In the event of the sale being cancelled as aforesaid 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 Plaintiff's damages have been quantified and judgment has been granted in respect thereof.

#### 9. 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* hereunder, the property which is the subject matter of the sale will be deemed to be the Purchaser's *domicilium citandi et executandi*.

#### 10. CONFIRMATION OF THE PURCHASER

The Purchaser confirms that the property is sold for an amount of:

R.....  
(.....)

and accepts all further terms and conditions as set out herein, which acceptance is confirmed by his signature below.

#### 11. JOINT AND SEVERAL LIABILITY

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

#### 12. TRANSFERRING CONVEYANCER

The Plaintiff shall be entitled to appoint the Conveyancer to attend to the transfer of the property.

I, the undersigned, Sheriff of \_\_\_\_\_ hereby certify that today the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and as advertised, the aforementioned property was sold for R..... to .....

\_\_\_\_\_  
SHERIFF

I, the undersigned, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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:.....

**ANNEXURE "B"**

POWER OF ATTORNEY

27114444504

STAATSKOERANT, 13 JANUARIE 2012

No. 34922 67

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. ST078632/2007.

*Physical address:* 8 Marula Mews, Melba Street, Terenure Ext 25, Kempton Park.

*Property description:* The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

*Description:* Consisting of: *Main building:* 3 x bedrooms, 1 x bathroom, 1 x kitchen, 1 x lounge.

The conditions may be examined at the offices of the Sheriff, Kempton Park South, Tel No. (011) 394-1905 or at the offices of Plaintiff's Attorneys, Messrs Strauss Daly Inc, Ground Floor, Block A, Grayston Ridge Office Park, cnr. Katherine Street and Grayston Drive, Sandton.

Dated at Sandton on this the 28th November 2011.

Strauss Daly Inc., Attorneys for the Plaintiff, Ground Floor, Block A, Grayston Ridge Office Park, cnr. Katherine Street & Grayston Drive, Sandton. Tel: (011) 444-4501/2/3. (Ref: S Naidoo/me/S1663/3743); c/o Roslee Lion-Cachet Attorneys, 5 Lemon Street, Sunnyside, Johannesburg.

Case No. 74569/ 0

IN THE NORTH GAUTENG HIGH COURT, PRETORIA  
(Republic of South Africa)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MPHO EZEKIEL**  
**1st Defendant, and NKEPE MAUREEN**, 2nd Defendant

This is a sale in execution pursuant to a judgment obtained in the above Honourable Court dated the 15 February 2011, in terms of which the following property will be sold in execution on 26 January 2012 at 10h00, at Shop No. 1, Fourways Shopping Centre, Cullinan, to the highest bidder without reserve:

*Certain property:* Portion of Erf 3165, Mahube Valley Extension 3 Township, Registration Division J.R., the Province of Gauteng, in extent 288 (two hundred and eighty-eight) square metres, held under Deed of Transfer T12556

*Physical address:* Street, Mahube Valley Ext 3.

*Zoning:* General Residential (nothing guaranteed).

*Improvements:* The following information is furnished but not guaranteed:

*Main building:* Tile roof, 1 x kitchen, 1 x lounge, 2 x bedrooms, 1 x garage (no roof), double door (unfinished).

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash or bank-guaranteed cheque on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The Rules of this auction is available 24 hours before the auction at the office of the Sheriff, Cullinan, Shop No. 1 Fourways Shopping Centre, Cullinan. The office of the Sheriff for Cullinan will conduct the sale.

Advertising costs at current publication rates and sale costs according to Court Rules, apply.

Registration as a buyer is a pre-requisite subject to conditions, *inter alia*:

(a) Directive of the Consumer Protection Act 68 of 2008.

(URL <http://www.info.gov.za/view/DownloadFileAction?id=99961>)

(b) Fica-legislation i.r.o proof of identity and address particulars.

(c) Payment of a registration fee of R10 000.00 in cash.

(d) Registration conditions.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Cullinan, Shop No. 1, Fourways Shopping Centre, Cullinan.

Dated at Sandton during December 2011.

Strauss Daly Inc., Plaintiff's Attorney, Ground Floor, Block A, Grayston Ridge Office Park, cnr Katherine Street & Grayston Drive, Sandton. Tel: (011) 444-4501. (Ref: Ms M Naidoo/vo/STA1/0034); C/o Strauss Daly Attorneys, Centaur House, 38 Ingersol Street, Lynnwood Glen, Pretoria.

Case No. 14451/2011

IN THE SOUTH GAUTENG HIGH COURT, JOHANNESBURG  
(Republic of South Africa)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LIBAGO KUVHANGANANI MOSES (ID No. 6504075108089), 1st Defendant, and MATHIVHA, MASALA (ID No. 7208221143086), 2nd Defendant**

**AUCTION**

This is a sale in execution pursuant to a judgment obtained in the above Honourable Court dated the 5 July 2011, in terms of which the following property will be sold in execution on 24 January 2012 at 10h00, at the Sheriff's Office, 17 Alamein Road, cnr. Faunce Street, Robertsham, to the highest bidder without reserve:

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**and**

M E & N M

**Plaintiff**

**Defendant**

---

**LETTER**

---

**IT IS HEREBY CERTIFIED:**

I confirm that the purchaser has paid the balance of the Purchase price within the specified time. Therefore no interest is payable.

**SHERIFF CHARGES/EXPENSES:** (You may require that this account be taxed and vouched before payment)

---

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**and**

M E MATHATHO & N M

**Plaintiff**

**Defendant**

---

**RETURN: TRANSFER DOCUMENTS**

---

**IT IS HEREBY CERTIFIED:**

Annexed hereto please find the following signed documents:-

1. Power of Attorney
2. Declaration by Seller
3. Certificate

**SHERIFF CHARGES/EXPENSES:-** (You may require that this account be taxed and vouched before payment)

---



<b>STRAUSS DALY</b>
<b>1859</b>
Account No. 1859
Tel: (012)348 1683

Prepared by me,

Conveyancer,  
R A LAUBSCHER

## POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned,

**ASHRAF DAWOOD**, in my capacity as the Sheriff of the High Court of South Africa (NORTH GAUTENG HIGH COURT PRETORIA DIVISION), do hereby nominate, constitute and appoint:

JOHAN COETZER/ROBERT ANDRE LAUBSCHER

with power of substitution to be the true and lawful Attorney/s and Agent/s to appear before the Registrar of Deeds at PRETORIA and then and there as my act and deed to declare that:

**WHEREAS** a WARRANT OF EXECUTION dated 12 October 2011 under Case Number 74569, directed to the Appearer's Constituent or his lawful deputy, was issued out of the Office of the Registrar of the High Court of South Africa (NORTH GAUTENG HIGH COURT PRETORIA DIVISION), for the execution of a judgement by the said Court, wherein THE STANDARD BANK OF SOUTH AFRICA LIMITED, REGISTRATION NUMBER 1962/000738/06, was the Plaintiff and

**MPHO EZEKIEL**,  
Identity Number

And

**NKEPE MAUREEN**  
Identity number  
Married in community of property to each other

was the Defendants, I caused the hereinaftermentioned property to be attached and in due course publicly sold on 25 January 2012, to the undermentioned Transferee, for the sum of R260 000.00 (TWO HUNDRED AND SIXTY THOUSAND RAND):

Identity Number  
Unmarried

the following property:

PORTION OF ERF 3165 MAHUBE VALLEY EXTENSION 3 TOWNSHIP  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES  
HELD BY Deed of Transfer T12556

and further cede and transfer the said property in full and free property to the said Transferee, to renounce all the right, title and interest which:

**MPHO EZEKIEL**

And

**NKEPE MAUREEN**

heretofore had in and to the said property, to promise to free and warrant the said property and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents; and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as I might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Attorney/s and Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

**SIGNED** at CULLINAN on 20 March 2012

AS WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_

**ASHRAF DAWOOD**

<b>STRAUSS DALY</b>
<b>1859</b>
Account No. 1859
Tel: (012)348 1683

Prepared by me,  
Conveyancer,  
R A LAUBSCHER

**CERTIFICATE IN TERMS OF REGULATIONS 51(2) OF  
THE DEEDS ACT NO. 47 OF 1937 AS AMENDED**

I, the undersigned,

**ASHRAF DAWOOD**, in my capacity as the Sheriff of the High Court of South Africa  
(NORTHGAUTENG HIGH COURT PRETORIA DIVISION) certifies as follows:

the property known as:

PORTION OF ERF 3165 MAHUBE VALLEY EXTENSION 3 TOWNSHIP  
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES

HELD BY Deed of Transfer T12556

was sold in execution on the 25 January 2012 in the matter where THE STANDARD BANK  
OF SOUTH AFRICA LIMITED REGISTRATION NUMBER 1962/000738/06 was the Plaintiff  
and

**MPHO EZEKIEL**

Identity Number

and

**NKEPE MAUREEN**

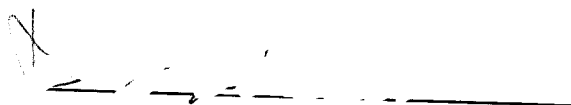
Identity number

Married in community of property to each other

were the Defendants.

After a thorough search and enquiry the Deed of Transfer for the abovementioned property  
could not be found.

**SIGNED** at CULLINAN on 20 March 2012



A. DAWOOD

STRAUSS DALY  
ATTORNEYS  
PRETORIA



## TRANSFER DUTY

TD1

## Details of seller/transferor

## Declaration by seller – Transfer Duty Act, 1949

Full name of seller/transferor (1)	ASHRAF DAWOOD in my capacity as the Sheriff of the High Court of South Africa (NORTHGAUTENG HIGH COURT PRETORIA DIVISION), on behalf of THE STANDARD BANK OF SOUTH AFRICA LIMITED REGISTRATION NUMBER 1962/00 owner for MPHO EZEKIEL and NKEPE MAUREEN *... the registered		
Identity/Trust/CC/Company number		Income Tax reference number	
If you are not registered for Income Tax, state your annual income from all sources		R 0.00	
If you are a VAT vendor, state your VAT registration number			
If you are a non-resident, state country of residence and passport number		N/A	
Date property acquired by seller(s)	03 May 2005	Original purchase price	R
<b>Details of estate agency</b>			
Name of estate agency	N/A		
Commission payable to agency (incl VAT)	R 0.00	VAT registration number of estate agency	
Name of estate agent			
<b>Details of sale transaction</b>			
Date of transaction	25 January 2012	Selling price	R 260 000.00
Local authority valuation (urban properties)	R 0.00	Any other consideration payable	R RATES AND TAXES Commission
Occupational rent/interest paid or payable	R 0.00	Total	R
Is the transaction subject to CGT?	YES NO	Area of property	288 Sqm
How was the property used -	<ul style="list-style-type: none"><li>• Occupied as your primary residence</li><li>• Let as residence</li></ul>	<ul style="list-style-type: none"><li>• Used for business purposes</li><li>• Other – State use</li></ul>	YES NO
Is the property an enterprise asset for VAT purposes?	YES NO	Was any input tax claimed in respect of the property?	YES NO
Description of property (as per Deeds Registry)	PORTION 75 OF ERF 3165 MAHUBE VALLEY EXTENSION 3 TOWNSHIP REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG IN EXTENT 288 (TWO HUNDRED AND EIGHTY EIGHT) SQUARE METRES		

## Declaration by seller/transferor

The transferor and transferee are connected persons as defined in the Value-Added Tax Act, 1991.		YES	NO
This declaration is made by me as *... representative of the seller.			
I certify that the information furnished in this declaration is true and correct.			
Signature of seller (1)	20.03.12	Signature of seller (2)	
Date		Date	

## Certificate by conveyancer or attorney

I certify that these are true copies of the declarations held by me, which declarations will be retained by me for 5 years from the date of registration of transfer.			
Name of Conveyancing firm	ROBERT ANDRE LAUBSCHER of STRAUSS DALY	Telephone number	(012)809 3349
Conveyancer's/Attorney's file reference no	PSTA3_0034/MARI COETZER	Conveyancers Reference no	
Signature		Date	

**IN THE HIGH COURT OF SOUTH AFRICA  
(NORTH GAUTENG HIGH COURT DIVISION)**

Case No. 74569/

**In the matter between:**

THE STANDARD BANK OF S A LIMITED

**and**

ME ..... & NM .....

**Plaintiff**

**Defendant**

---

**RETURN: DISTRIBUTION ACCOUNT**

---

**IT IS HEREBY CERTIFIED:**

**ENCLOSED PLEASE FIND:**

- \* DISTRIBUTION ACCOUNT
- \* PROOF OF PAYMENT
- \* ORIGINAL DOCUMENT

---

PROPERTY :PORTION OF ERF 3165/ STREET MAHUBE VALLEY EXT 3  
MAMELODI 0122  
DATE OF SALE :2012/01/26  
BUYER :

**1. TOTAL INCOME OF SALE**

- 1.1 PURCHASE PRICE.....R 260 000.00
- 1.2 DEPOSIT RECEIVED.....R 26 000.00
- 1.3 BALANCE OF PURCHASE PRICE RECEIVED.....R 234 000.00

(My Reference: 2011/00/04779.05 )

continue.../

1.5 LESS RETURN.....

R 260 000.00

R 566.75

2. BALANCE PAID TO BONDACCOUNT HOLDER.....

R 259 433.25

R 259 433.25

NIL



**NEDBANK**

**Once-off payment confirmation**

From account details:

My statement description:

Beneficiary statement description:

To account number:

Branch:

Amount:

Payment date:

Reference number:

CULLINAN TRUST

74569/10 str.daly mathatho

sheriff cullinan proceeds

004255

259 433 25

11/06/2012

20120611/NEDBANK/0095440429

Date: 11/06/2012 Time: 9:24 AM

Please note: Payments to other banks may take up to three business days.

(You may require that this account be taxed and vouched before payment)