

RULES OF AUCTION

This Auction will be held on **WEDNESDAY 16 AUGUST 2017** at **4 MARAIS STREET, LYDENBURG AT 11:00 AND 10 AAN DE RUITER STREET, LYDENBURG AT 13H00.**

The Auctioneer is **ADRIAAN SMUTS** from Van's Mpumalanga Auctioneers, at 7 Alcrest building C/o Rothery & Mc Adam NELSPRUIT and telephone number 013 752 6924.

The sale shall be subject to the control of the auctioneer who shall have the sole right to regulate the advance in bidding. We are selling per rising bid in South African Rand.

VAN'S AUCTIONEERS will be selling on instructions from the

JOINT LIQUIDATORS OF ROYAL SQUARE INVESTMENTS 448 CC (IN LIQUIDATION) REGISTRATION NUMBER 200616992023

Under masters reference number: **T3673/2016**

to sell on behalf of the seller by public auction the under mentioned property/ies known as:

ERF 2493 LYDENBURG REGISTRATION DIVISION JT MPUMALANGA (4 MARAIS STREET LYDENBURG)

AND

ERF 4568 LYDENBURG EXTENSION 37 REGISTRATION DIVISION JT MPUMALANGA (10 AAN DE RUITER STREET LYDENBURG)

ERF 4391 LYDENBURG EXTENSION 42 (THE HEADS C/O SAFFRON & LAVENDER CLOSE)

Measuring: 5 710m² (4 Marais Street)

611m² (10 Aan de Ruiters)

908m² (the Heads)

Held by deed of transfer number: **T15080/2014, T11879/2012 & T6978/2013**

in favour of: **ROYAL SQUARE INVESTMENTS 448 CC (IN LIQUIDATION)
REGISTRATION NUMBER 200616992023**

Subject to the following auction rules:

1. The property will be sold without reserve, to the highest bidder (herein referred to as the Purchaser) but subject to confirmation by the Seller, which confirmation can be withheld by the Seller without furnishing reasons therefore. The Purchaser is unconditionally and irrevocably bound to his bid for **21 days** excluding date of signing hereof and the onus will rest upon the Purchaser to establish whether his bid was confirmed, or not.
2. On receipt of a higher offer prior to confirmation such offer should be made to the Auctioneer, subject to the same terms and conditions, but the original bidder at the auction shall have the right to equal such offers which offer will be preferent to any other offers.
3. In the event of a dispute arising in regards to a bid made, the Auctioneer will have the discretion to put the property up for auction again and his decision will be final.
4. The Purchaser shall be liable for payment of all duties, levies and taxes, calculated as from the date of possession and/or occupation, but shall not be held liable for any arrears.
5. The property is sold Voetstoots, and neither the Auctioneer nor the Seller gives any guarantee as to the extent, patent or latent defects, the nature, quality or legality of improvements, or the legality of any activities practised thereon, and will not be held liable for any damages arising from same.
6. Payment method:
 - 6.1 **10 %** of the full purchase price as a deposit **by way of bank guaranteed cheque or electronic transfer** upon signature hereof or as requested by the Auctioneer, which deposit, after confirmation and deduction of auctioneer's commission, expenses and fees, will be paid over to the trust account .
 - 6.2 The Purchaser shall be liable for payment of interest calculated at **12%** per annum on the balance of the purchase price from date of possession and/or occupation (whichever occurs first) to date of registration of transfer which interest shall be deemed as occupational rent.
 - 6.3 The balance of the purchase price shall be paid or secured by means of a guarantee acceptable to the Seller, within **30 days** from date of confirmation, payable upon registration of transfer.
 - 6.4 The Purchaser will be liable for auctioneers' commission of **5%** of the purchase price (Plus VAT).
7. The Purchaser shall upon registration of transfer be liable for payment of VAT which is not included in the purchase price, or Transfer Duties, whichever is applicable.
8. Possession and/or occupation will be given and taken subject to any existing lease agreements, leasing, tenancy or legal or illegal occupation, **on date of receipt of guarantees** or as agreed upon in writing between the parties, from which date the sole risk, profit or loss of the property shall rest upon the Purchaser.
9. The terms and conditions of this agreement shall constitute the sole agreement between the parties concerned and no variation or amendment thereto shall be binding unless agreed upon in writing and signed by the Seller and Purchaser.
10. The purchaser must become a member of the Home Owners Association and is subject to its rules and regulations attached as Annexure 'A' if Applicable.

11. In compliance with the National Consumer Protection Act and the Regulations thereto, Vendor Bidding is permitted at the auction, and the Seller, Auctioneer or a Vendor Bidder representing the Seller of the Auctioneer may bid up to an amount and not exceeding the reserve price.
12. These Rules of Auction comply with the provisions of Section 45 of the Consumer Protection Act, 68 of 2008. Sub sections (1), (2) and (3) of this Section states as follows:
 - “(1) In this section, “auction” includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
 - (2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
 - (3) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.”