



**1 Centex Close  
Eastgate Ext 4  
Sandton**

# **TIRHANI** AUCTIONEERS

**Tel: 0861 847 4264  
Fax: 086 554 7417  
info@tirhani.co.za  
www.tirhani.co.za**

**Auction Venue:** Unit 6, Annko Court  
22 Olga Street, Casseldale  
Springs

**GPS:** -26.2596, 28.4693

**Auction Date:** 15 August 2017

**Auction Time:** 12H30

**Viewing Date:** By appointment

### Auction Type

<b>Absolute</b>	<input type="checkbox"/>	<b>Reason for auction (Insolvency, Divorce, etc):</b> Insolvency Auction
<b>Reserved</b>	<input checked="" type="checkbox"/>	
<b>Sale by Court Order</b>	<input type="checkbox"/>	
<b>Sale in Execution</b>	<input type="checkbox"/>	
<b>Insolvency Auction</b>	<input checked="" type="checkbox"/>	
<b>Divorce Auction</b>	<input type="checkbox"/>	
<b>With Additions/Supplemented:</b>	<input type="checkbox"/>	
<b>Auctioneers' Name:</b>	Boitumelo Koko	
<b>Auctioneers' Contact Number:</b>	011 608 2280	
<b>Signed as correct by the Auctioneer:</b>		

# **RULES OF AUCTION**

These Rules of Auction comply with Section 45 of the Consumer Protection Act No68, 2008 are available in printed format from The Tirhani Auctioneers Offices at 1 Centex Close, Eastgate Ext 4, Sandton, Gauteng between 08h30 and 16h30, Mondays to Fridays excluding public holidays or can be down loaded from our website [www.tirhani.co.za](http://www.tirhani.co.za).

## RULES OF AUCTION

### A. DEFINITIONS

For purposes of clarity, the following definitions are applicable to these rules of auction:

"bidder"	means a person, natural or juristic, who has registered to purchase on an auction sale.
"buyer"	means a person, natural or juristic, who wishes to register to purchase on an auction sale.
"goods"	means any asset of value; movable or immovable.
"owner"	means a person, natural or juristic, who is the rightful owner of the assets, and who has the right to sell the assets.
"parties"	means the seller and purchaser.
"property"	means land, improvements, fittings and fixtures with regards to immovable assets or means all loose assets with regards to movable property.
"purchaser"	means the bidder who is the highest bidder on goods or lots offered on auction at the fall of the hammer.
"rules of auction"	means the general rules of auction, the specific rules of auction and the offer to purchase (in the event of immovable property) collectively.
"seller"	means a person, natural or juristic, who has the right to sell assets on auction, but is not necessarily the owner.

### B. COMPLIANCE

- i. These rules of auction comply with Section 45 of the Consumer Protection Act (CPA), No. 68 of 2008 and the Regulations contained therein applicable to auctions. An extract of section 45 of the Act appears below:

#### **Section 45: Auctions**

- (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.
  - (4) Notice must be given in advance that a sale by auction is subject to—
    - (a) a reserved or upset price; or
    - (b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
  - (5) Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer—
    - (a) the owner or auctioneer must not bid or employ any person to bid at the sale;
    - (b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a);and  
the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.
  - (6) The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of—
    - (a) the conduct of an auction;
    - (b) the records to be maintained with respect to property placed for auction; and
    - (c) the sale of any such property by auction.
- ii. These rules of auction have been signed by the auctioneer conducting the auction, and meets the requirements of regulation 21 of the CPA.
- iii. As per sub-regulation 21 (8) (a), the rules of auction need not be read out at the auction to be valid, as long as they were made available to the general public at least 24 hours prior to the commencement of the auction, either in printed format from the auctioneers' place of business or electronically from the auctioneers' website.

### C. ACKNOWLEDGEMENT

- i. These Rules of Auction, including the general rules, specific rules, notice to bidders and all announcements made by the auctioneer at the commencement and during the course of the auction, whether or not the bidder is present at the time such announcements are made, collectively referred to as the "Rules of Auction" are the complete and final record of the rules of the auction and unless any warranties, undertakings or representations are set out herein, they are excluded.
- ii. These Rules of Auction in their entirety shall form the basis of the bidding and bargaining carried out between the auctioneer and the bidders, and shall also govern the rules of each sale so concluded.
- iii. As per sub-regulation 21 (8) (a), the Rules of Auction need not be read out in their entirety at the auction to be valid as long as they were made available to the general public at least 24 hours prior to the commencement of the auction, either in printed format from the auctioneers' place of business or electronically from the auctioneers' website.
- iv. The act of not reading the Rules of Auction in their entirety and highlighting selected clauses for special mention at the auction should in no way be construed as an omission or admission that the Rules of Auction are not important.
- v. The act of registering for the auction signing the bidders' record and participation by any bidder in the auction shall be taken as confirmation that the bidder has read, understood, accepts and is bound by these Rules of Auction.
- vi. The auction and all matters connected with the auction including these Rules of Auction are governed by and constructed in accordance with the laws of the Republic of South Africa and the bidder, including foreign bidders consent to the jurisdiction of the South African courts.
- vii. For purposes of legal proceedings, the bidder shall be deemed to have selected and appointed as his domicilium citandi et executandi the address recorded by him or her on the bidders record upon registration.
- viii. The auctioneer shall be entitled to institute legal proceedings in any Magistrates Court having jurisdiction against the purchaser to recover the settlement contemplated in clauses 4.3 and 4.4 herein, and any legal costs, disbursements and charges calculated on the basis of an Attorney and own client scale.

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## RULES OF AUCTION

### **D. GENERAL RULES OF AUCTION**

#### **1. MANDATORY INFORMATION REQUIRED BY THE CONSUMER PROTECTION ACT AND REGULATIONS**

- 1.1. The auction was advertised in compliance with regulations 19 and 20 of the CPA, and the advertisement was placed in such a manner that the general public has had a reasonable opportunity to become aware of the auction, the goods on offer and the rules governing the auction.
- 1.2. As per section 45(2) of the CPA, 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.
- 1.3. The auction will commence at the published time and it will not be delayed to enable any specific person or more persons in general to take part in the auction.
- 1.4. As per sub-regulation 26(2) of the CPA, every prospective bidder must, prior to the commencement of an auction, register his or her identity in the bidders' record, providing his or her positive identification, juristic registration documents, and proof of residence in terms of the Financial Intelligence Centre Act (FICA), No. 31 of 2001 published in Notice R1595 in Gazette 24176 of 20 December 2002.
- 1.5. As per sub-regulation 26(3) of the CPA, if a person intends to bid on behalf of another, he or she must produce a letter of authority expressly authorising him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must meet the requirements of sub-regulation 26(2) of the CPA outlined in clause 1.4 herein.
- 1.6. As per sub-regulation 26(4) of the CPA, if a person described in clause 1.5 above intends to bid on behalf of a company, the letter of authority contemplated therein must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to do so.
- 1.7. As per sub-regulation 28(1) of the CPA, all prospective bidders whose names appear in the bidders' record will be issued with visible bidder numbers.
- 1.8. As per sub-regulation 26(5) of the CPA, the bidders' record will be available for public inspection in respect of the names of bidders and bidder numbers only, at any time, free of charge:
  - (a) during the auction, at the premises where the auction is being held; and
  - (b) before and after the auction, at the auctioneer's place of business, during normal business hours.
- 1.9. As per sub-regulation 28(4) of the CPA, the auctioneer will keep a vendor's roll in which all details prescribed therein will be recorded. The vendor's roll will be available for public inspection, at any time, free of charge.
- 1.10. As per sub-regulation 21(2)(h) of the CPA, the auctioneer has trust accounts into which all monies are paid for the benefit of the seller, minus the agreed commission and costs.

#### **2. ADMISSION AND REGISTRATION**

- 2.1. The right of admission is reserved. All persons, including buyers, enter the auction venue at their own risk. The auctioneers, the seller, their agents and employees shall not be liable for any injuries, damages or losses of any nature whatsoever arising from any person's attendance and/or participation in the auction. All persons together with their heirs, executors, administrators or assigns, hereby release the auctioneers, the seller, their agents and their employees and hold them harmless from any duty of care towards them and all claims which may otherwise have accrued to them whether or not any such claim may arise through the negligence of any person or from any of the risks, dangers or hazards occurring in the course of their association with the auctioneer and the seller.
- 2.2. Upon registration as contemplated in clause 1.4 of these rules of auction, prospective bidders may be required to pay a refundable deposit determined by the auctioneers from time to time.
- 2.3. All refundable deposits will be refunded only once the deposit reflects in the auctioneers' trust account and only if the bidder was unsuccessful in purchasing any items.
- 2.4. All deposits and other monies belonging to bidders and sellers will be held by the auctioneers as per section 65(2) of the CPA, which requires suppliers to hold and account for consumers' property/assets in their possession, including any prepayment, deposit, membership fee, or other money, or any other property/assets belonging to or ordinarily under the control of a consumer.
- 2.5. The auctioneer reserves the right to revoke any bidder's number at any time during the auction in terms of sub-regulation 28(3) of the CPA, thereby refusing a person the right to remain on the auction premises in the event that such a person repeatedly behaves in such a way so as to disrupt the auction.

#### **3. GENERAL AUCTION PROCEDURES**

- 3.1. The auctioneer conducts the auction as an agent, on behalf of the seller, and accepts no liability whatsoever. In the event of any disputes, the purchaser shall only have a claim against the seller, unless such disputes are as a result of the auctioneers' negligence or conduct.
- 3.2. In the event of an auction subject to a reserved or upset price, and provided notice has been given in advance in terms of section 45(4) of the CPA, the seller or the auctioneer, or any other person on behalf of the seller, or the auctioneer, as the case may be, may bid at the auction up to the reserve price but not equal to or exceeding the reserve price.
- 3.3. In the event of an absolute or auction without reserve, the auction will be conducted in accordance with the provisions of sub-regulation 20(18) and (19) of the CPA. In particular, goods will not be offered or sold at an absolute or auction without reserve unless there is a bona fide intention at the time of the advertising and at the time of the auction to sell the goods and transfer ownership of the goods, regardless of the amount of the highest and last bid, to the highest bidder, without any requirement for a minimum bid, and without allowing competing bids of any type by the seller, or any agent of the seller. In addition, the seller of the goods cannot withdraw the goods from auction after the auction is opened and there is public solicitation or calling for bids at an absolute or auction without reserve.
- 3.4. Notwithstanding the provisions of clause 3.3 herein, a secured party or other lien holder or any individual party who is not the seller is not prohibited from bidding at an auction without reserve, provided such bidding does not constitute, nor is tantamount to the direct or indirect establishment or agreement to the establishment of a reserve price on the goods by the seller, or the auctioneer, or anyone aiding or assisting, or acting on behalf of the seller, or the auctioneer, as the case may be.
- 3.5. As per sub-regulation 20(19)(d) of the CPA, certain goods may be offered with reserve and others offered absolute or without reserve at the same auction and at the same time, provided non-misleading advertisement makes it clear, through appropriate emphasis, which goods are being offered by each method.
- 3.6. The control of the auction shall be entirely managed by the auctioneer, who has the sole right to regulate the bidding process and control the bid increments.
- 3.7. The auctioneer may only sell to bidders registered in terms of clauses 1.4 and 1.7 herein. No bid will be taken from unregistered persons without bidder numbers as per sub-regulations 24(h) and 28(2) of the CPA.
- 3.8. In terms of section 55(1) of the CPA, goods are sold "voetstoots", where is, as is, with no guarantees or warranties; express or implied. Bidders are advised to inspect the goods on offer prior to the commencement of the auction in

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## **RULES OF AUCTION**

- accordance with sub-regulation 28(5) of the CPA. A bid shall be taken as proof that the bidder has acquainted himself or herself with the condition of the goods for which he or she bids.
- 3.9. Notwithstanding the provisions of clause 3.8 herein, the stipulations of sub-regulation 32(c) of the CPA shall apply with regard to motor vehicle auctions.
  - 3.10. Bidders must direct their bids to the auctioneer or official bid assistants. The practice whereby bidders connive to suppress prices or intimidate other bidders is prohibited and may be treated as per clause 2.5 herein.
  - 3.11. Every bid shall constitute a firm offer to purchase the goods or lots on offer for the amount bid, provided that the bidder is permitted, in terms of section 45(3) of the CPA, to retract his or her bid before the hammer falls or the auctioneer concludes bidding in any customary manner.
  - 3.12. In accordance with sub-regulation 28(6) of the CPA, subject to any reserved price and the acceptance of the highest bid by the owner or the seller, the highest bidder, when the auctioneer announces the completion of the sale by the fall of the hammer, or any other customary manner, is the purchaser of the goods or lots on auction. Should any dispute arise between two or more bidders regarding the identity of the highest bidder and purchaser, the decision of the auctioneer shall be final and binding.
  - 3.13. Once the reserve price determined by the Seller is reached, the auctioneer is authorised to sell to the highest bidder at the close of the auction.
  - 3.14. Should the reserve price not be met, only the highest bidder will be entitled to negotiate with the Seller in terms of the sale price. If the negotiations do not result in the sale of the lot/s such lot/s will remain unsold.
  - 3.15. In the event where reserved price is not met in terms of regulation 28(6) and the seller has to accept or decline the highest bid after the completion of the auction, the highest bidder is bound by the auction rules and shall not have the opportunity to withdraw his bid until the seller has confirmed the sale or the stipulated acceptance period has expired. Negotiations between the highest bidder and the seller may arise during such acceptance period and should any subsequent bids be received during such acceptance period, the new bidder will register in terms of the rules of auction applicable to the auction, and will have only one opportunity to submit a higher bid. The highest bidder of the first instance shall have the sole right of refusal to equal or better such subsequent bid obtained. Any goods or lots knocked provisionally to the highest bidder subject to approval by the seller in terms of this clause 3.15 is deemed not to be sold in terms of section 45(3) and sub-regulation 28(6) of the CPA until the seller has accepted the offer.
  - 3.16. Upon the confirmation of the sale to the selected bidder, such bidder may not necessarily be the highest bidder, by the seller, will cause the confirmation period to expire.
  - 3.17. Notwithstanding the provisions of clause 3.12 above, and subject to the provisions of clause 3.3 herein, the owner or the seller, reserves the ultimate right, apart from the auctioneer, to fix a minimum bid for acceptance and to decline to sell to the highest or any bidder, or even to accept any lower bid, without giving any reasons.
  - 3.18. The auctioneer, with the approval of the owner or the seller, reserves the right, at any time, to stop the auction, to reject any or all bids and to withdraw any goods or lots, or part thereof from the auction, either before or during the auction, without giving any reasons and without attracting any liability for such action.
  - 3.19. Notwithstanding the provisions of sub-regulation 24(h) of the CPA, goods or lots may be grouped or divided with the unanimous consent of all buyers.
  - 3.20. In the event of an auction sale requiring the consent of any statutory authority or any Court of Law, then the conclusion of the auction sale is subject to the granting of such consent.
  - 3.21. Buyers are not permitted to enter into any transaction on the sellers' premises. In particular, the re-auctioning of goods by bidders is prohibited within the premises of the auctioneer or the seller.

#### **4. FINANCIAL ARRANGEMENTS**

- 4.1. Once goods or lots have been sold to the purchaser as contemplated in clause 3.12 herein, the sale of the goods or lots is irrevocable and cannot be withdrawn, and the purchaser shall be liable for the settlement of such purchases, and hereby binds himself or herself as surety and principal debtor, subject to the provisions of clauses 1.5 and 1.6 herein, failing which the auctioneer, the seller or the owner, reserves the right to demand payment to recover the amount owing, including any interest, legal costs and collection costs thereof.
- 4.2. Notwithstanding the provisions of section 19 with regard to the delivery of goods, ownership of the goods or lots purchased on auction, and the risk thereof shall pass to the buyer upon the fall of the hammer. No complaints will be entertained thereafter. However, ownership and title will only be transferred upon full settlement as contemplated in clauses 4.3 and 4.4 hereunder.
- 4.3. With regard to movable goods, settlement for goods or lots purchased as contemplated in clause 4.1 herein, including advertised fees and commission, is payable upon delivery on the day of the auction. Should the auction finish after banking hours, purchases must be settled by 12h00 the day after the auction or the first working day after the day of the auction where the day after falls on a weekend or statutory public holiday.
- 4.4. With regard to immovable property, settlement for goods or lots purchased as contemplated in clause 4.1 herein, including advertised fees and commission, is payable upon the signing of a written agreement in respect of the sale of such immovable property by the purchaser and the seller.
- 4.5. Auctions are cash transactions and not subject to any suspensive conditions such as the granting of finance to the purchaser. Therefore, bidders intending to finance their purchases must obtain irrevocable approval or guarantee from their sponsors prior to the commencement of the auction, so that they will be able to fulfil the settlement requirements contained in clauses 4.3 and 4.4 herein.
- 4.6. In line with clause 4.5 above, payment terms regarding the settlement of purchases in terms of these rules of auction are strictly cash deposit or EFT, payable in full, without deduction and free of set off for any claim the purchaser may have against the seller or the owner.
- 4.7. Cheques are not accepted as payment for purchases. This includes bank guaranteed cheques and bank cashier's cheques.
- 4.8. All payments must be made in South African ZAR currency, into the specific Trust Account nominated by the auctioneer for each auction and provided to the purchaser in the Notice to Bidders forming part of these Rules of Auction.
- 4.9. In accordance with money laundering regulations and in the interest of security, the auctioneer does not accept cash at its auction sites. Cash deposits must be made at the bank and the proof thereof must be presented on site or at the auctioneers' premises. Cash payments shall attract a cash deposit fee determined by the auctioneer from time to time and provided to the purchaser in the Notice to Bidders forming part of these rules of auction.
- 4.10. Should the auction be subject to the payment of Value Added Tax (VAT); all bids will be exclusive of VAT and VAT will be added to the bid price at the rate applicable at the time the auction is conducted. The bid price plus the VAT portion, including any commission and other fees, where applicable, shall constitute the purchase price and shall be due and payable simultaneously.

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## **RULES OF AUCTION**

- 4.11. Invoices will be made out to purchasers who are registered bidders in terms of clauses 1.4 and 1.7 herein. No changes to purchase statements will be allowed, and the splitting of invoices among buyers is prohibited. The registered bidder is responsible for the payment of the full invoice.
- 4.12. Should the purchaser default, a forfeit fee not exceeding 10% of the full purchase price or the total costs of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA, whichever is the lesser. In such an event of default by the purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee contemplated in this clause 4.12, or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the purchaser.
- 4.13. Should the seller reject the purchaser's offer or default for whatever reason, the purchaser will not be charged any fee or commission, and where such fee or commission has already been paid by the purchaser, such fee or commission will immediately be refunded to the purchaser, including the refundable registration deposit. The parties shall have no further obligations under these rules of auction thereafter.
- 4.14. In the event of any claim by the buyer in terms of the asset/s purchased, the buyer must take up such claim with the seller and not the auctioneer. The auctioneer acts solely on behalf of the seller and is indemnified against any claim by the buyer against the seller. The auctioneers may as his discretion attempt to mediate any claim by the buyer against the seller.
- 4.15. Without exception, no assets will be released to the purchaser until the total invoice amount has been paid in full and the funds paid reflect in the balance of the specific Trust Account nominated by the auctioneers. In the case of immovable property, the transaction deposit must reflect in the balance of the specific Trust Account nominated by the auctioneers for the offer to purchase to be submitted to the seller for acceptance.

### **5. ONLINE AUCTIONS**

- 5.1. All applicable rules listed above apply to online auctions as well as live onsite auctions.
- 5.2. Registering on the system does not automatically entitle a bidder to participate in the auction.
- 5.3. All bidders must be registered and have fulfilled the registration criteria before they will be allowed to participate in the online auction. The registration conditions may vary from auction to auction. These registration requirements will be detailed in the bidder's participation form which is downloadable from the website for the specific auction.
- 5.4. A refundable registration deposit may be charged to a bidder upon registration. This deposit will be refunded to the bidder should the bidder not have been a successful buyer at the auction.
- 5.5. If a bidder becomes a successful buyer then the deposit will only be refunded once all the purchased lots have been removed from the auction site. The deposit cannot be used a part payment of the auction invoice.
- 5.6. The online bidding system acts as the auctioneer and regulates the bidding including the bid increments.
- 5.7. If a bidder places an incorrect bid, the bidder is entitled to have the incorrect bid removed. The bidder must immediately inform the auctioneers of the incorrect bid and request that this bid be removed. No bids will be modified or removed once the bidding for a lot has closed.
- 5.8. Should the bidding system fail or go offline for any reason whatsoever, the auctioneers will extend the closing time by an appropriate amount of time relative to the amount of time the system was offline, with a minimum of 30mins.
- 5.9. On an online auction all lots have a reserve value set. Once this value has been reached or surpassed by the bidders, the lot will be deemed to be sold to the highest bidder and the bidder can no longer withdraw from the purchase.
- 5.10. All online auctions have extended bidding time implementation. Even though an online auction has an advertised closing time, this time will extend beyond the advertised closing time if there is active bidding on the lot within the last ten minutes of the closing time. This activity will trigger an extension of the closing time and this process will continue until there is no more activity in the last ten minutes of bidding.
- 5.11. All online auctions are subject to vendor bidding up and until the reserve price.



## RULES OF AUCTION

### 1. SPECIFIC RULES OF AUCTION (IMMOVABLE PROPERTY)

- 1.1. **INTRODUCTION AND ANNOUNCEMENTS** Boitumelo Koko from Tirhani Auctioneers. I will be your auctioneer today, proudly presenting the KPMG  
*Introduce the seller, owner, liquidators, etc, where necessary)*  
*Introduce bid spotters/assistants and other helpful staff members*  
*Introduce any other person requiring acknowledgement*
- 1.2. **COMPLIANCE WITH CONSUMER PROTECTION ACT**  
As outlined in clause 1 of the General Rules of Auction, Tirhani Auctioneers is fully compliant with the Consumer Protection Act (CPA), Act 68 of 2008, particularly Section 45 of the CPA and the Regulations thereof.
- 1.3. **RECORDING**  
This auction is being recorded. By registering for the auction, and signing the Bidders' Record, bidders understand and hereby authorise Tirhani Auctioneers to film, photograph, or otherwise record the auction and also authorise the use of such recordings for dispute resolution, promotional or other commercial purposes, as the case may be.
- 1.4. **REASON FOR THE AUCTION**  
Insolvency Auction.
- 1.5. **TYPE OF AUCTION AND VENDOR BIDDING**  
1.5.1. The auction is 'With Reserve' and the property shall be sold subject to the seller's approval (STA).  
1.5.2. Even though the auction is "with reserve" there will be no vendor bidding at this auction.
- 1.6. **REGISTRATION**  
Those of you interested in participating in today's auction should have registered in terms of clauses 1.4, 1.5 and 1.7 of the General Rules of Auction and received a Bidders Number. If not, please alert any of Tirhani Auctioneers on-site staff to assist you. If this is your first time to participate in an auction, it is important for you to familiarise yourself with the Rules of Auction as buying on auction is final and irrevocable. By registering for the auction and signing the Bidders' Record, you agree that you have read and fully understand the Rules of Auction.
- 1.7. **REGISTRATION DEPOSIT**  
In accordance with clause 2.2 of the General Rules of Auction, the Auctioneer reserves the right to request a deposit to be paid. All buyers must lodge a **R500.00** deposit with the Auctioneer prior to or on registration.
- 1.8. **BIDDERS' RECORD**  
As per sub-regulation 26(5) of the CPA, the Bidders' Record is available at the registration office on site for public inspection in respect of the names of bidders and bidder's numbers only, at any time, free of charge.
- 1.9. **RULES OF AUCTION**  
1.9.1. The Rules of Auction, including the general rules, specific rules, notice to bidders and all announcements made by the auctioneer at the commencement and during the course of the auction, whether or not the bidder is present at the time such announcements are made, collectively referred to as the "Rules of Auction" are the complete and final record of the rules of the auction and unless any warranties, undertakings or representations are set out herein, they are excluded.  
1.9.2. The Rules of Auction in their entirety shall form the basis of the bidding and bargaining carried out between the auctioneer and the bidders, and shall also govern the rules of each sale so concluded.  
1.9.3. Where there is a contradiction between the General Rules of Auction and these Specific Rules of Auction, these Specific Rules of Auction will take precedence for this auction.  
1.9.4. As per sub-regulation 21 (8) (a), the Rules of Auction need not be read out in their entirety at the auction to be valid, as long as they were made available to the general public at least 24 hours prior to the commencement of the auction, either in printed format from the auctioneers' place of business or electronically from the auctioneers' website.  
1.9.5. The act of not reading the Rules of Auction in their entirety and highlighting selected clauses for special mention at the auction should; in no way, be construed as an omission or admission that the Rules of Auction are not important.  
1.9.6. The act of registering for the auction and signing the bidders' record and participation by any bidder in the auction shall be taken as confirmation that the bidder has read, understood, accepts and is bound by the Rules of Auction.  
1.9.7. **DO NOT BID UNLESS YOU AGREE TO BE BOUND BY THE RULES OF AUCTION IN THEIR ENTIRETY, AS WELL AS ALL VERBAL ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE COMMENCEMENT OF THE AUCTION AND DURING THE COURSE OF THE AUCTION, WHETHER OR NOT YOU WERE PRESENT AT THE TIME SUCH ANNOUNCEMENTS WERE MADE. YOUR BID SHALL BE TAKEN AS PROOF THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE RULES OF AUCTION IN THEIR ENTIRETY; HENCE THEY WILL BECOME FINAL AND IRREVOCABLE UPON YOU BECOMING THE HIGHEST BIDDER AND PURCHASER.**  
1.9.8. As per sub-regulation 21(8)(a) of the CPA contained in sub-section B.iii of the Rules of Auction, the rules of auction need not be read out at the auction to be valid, as long as they were made available to the general public at least 24 hours prior to the commencement of the auction. **For the sake of preserving time, I will not read the Rules of Auction. Is there any person present at the auction who objects that the Rules of Auction should not be read? [NOTE: Should there be any objection, the auctioneer must entertain it. If there is no objection, the auctioneer must continue with the notice to bidders].**

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## **RULES OF AUCTION**

### **1.10. HIGHLIGHTED RULES**

Allow me to read the following highlighted clauses of the Rules of Auction:

- 3.6. The control of the auction shall be entirely managed by the auctioneer, who has the sole right to regulate the bidding process and control the bid increments.
- 3.7. The auctioneer may only sell to bidders registered in terms of clauses 1.4 and 1.7 herein. No bid will be taken from unregistered persons without bidder numbers as per sub-regulations 24(h) and 28(2) of the CPA.
- 3.8. In terms of section 55(1) of the CPA, goods are sold "voetstoots", where is, as is, with no guarantees or warranties; express or implied. Bidders are advised to inspect the goods on offer prior to the commencement of the auction in accordance with sub-regulation 28(5) of the CPA. A bid shall be taken as proof that the bidder has acquainted himself or herself with the condition of the goods for which he or she bids.
- 3.10. Bidders must direct their bids to the auctioneer or official bid assistants. The practice whereby bidders connive to suppress prices or intimidate other bidders is prohibited. The auctioneer reserves the right to revoke any bidders' number at any time during the auction in terms of sub-regulation 28(3) of the CPA, thereby refusing a person the right to remain on the auction premises in the event that such a person repeatedly behaves in such a way so as to disrupt the auction.
- 3.11. Every bid shall constitute a firm offer to purchase the goods or lots on offer for the amount bid, provided that the bidder is permitted, in terms of section 45(3) of the CPA, to retract his or her bid before the hammer falls or the auctioneer concludes bidding in any customary manner.
- 3.12. The buyer shall be the highest bidder. Should any dispute arise between two or more bidders, the lot or lots shall be put up again for auction and resold; or the auctioneer may, after consultation with the Departmental representative, declare the buyer.
- 3.13. The auctioneer, with the approval of the owner or the seller, reserves the right, at any time, to stop the auction, to reject any or all bids and to withdraw any goods or lots, or part thereof from the auction, either before or during the auction, without giving any reasons and without attracting any liability for such action.
- 3.17. Notwithstanding the provisions of sub-regulation 24(i) of the CPA, goods or lots may be grouped or divided with the unanimous consent of all buyers.
- 4.5. Buyers are not permitted to enter into any transaction on Government premises. In particular, the re-auctioning of goods by bidders is prohibited within the premises of the auctioneer or the seller.
- 4.11. Invoices will be made out to purchasers who are registered bidders in terms of clauses 1.4 and 1.7 herein. No changes to purchase statements will be allowed, and the splitting of invoices among buyers is prohibited. The registered bidder is responsible for the payment of the full invoice.
- 4.12. Should the purchaser default, a forfeit fee not exceeding 10% of the full purchase price or the total costs of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA, whichever is the lesser. In such an event of default by the purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee contemplated in this clause 4.12, or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the purchaser.

### **1.11. WARRANTIES**

The Auctioneers and the Seller give no warranties or guarantees on any items on the auction, express or implied. If such a warranty or guarantee is given, it can only be given by the auctioneer and no-one else.

### **1.12. DEFAULT AND NON-PAYMENT**

Should the buyer default or fail to pay the full invoice value, a forfeit fee not exceeding 10% of the full purchase price or the total cost of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA, whichever is the lesser and may at the discretion of the Auctioneer in consultation with the Seller, ban the Buyer from any future auctions held by the specific Seller or any future auctions held by the Auctioneer.

### **1.13. COST OF CONDUCTING THE AUCTION**

The total cost of conducting this auction will include marketing, project management and administration cost can be made available by Tirhani Auctioneers after the auction.

### **1.14. OWNERSHIP**

From date of acceptance. **(refer to clause 8 of the OTP)**

### **1.15. OFFER**

The bid price (hammer price) offered by the highest bidder.

### **1.16. COMMISSION**

There is a 4%, plus VAT, paid by the SELLER. **(refer to clause 15 of the OTP)**

Initial Here

## **RULES OF AUCTION**

### **1.17. PAYMENT**

The PURCHASE PRICE shall be settled according to the following terms:

- 1.17.1. **10% (TEN PERCENT)** deposit of the purchase price payable in cash, by electronic transfer, bank guaranteed cheque, on signature hereof upon the fall of the hammer, which sum will be held in trust and any interest thereon, if any, shall be for the credit and benefit of the Estate Agents Fidelity Fund in terms of section 32(2)(c) of the Estate Agency Affairs Act, 1976.
- 1.17.2. **90% (NINETY PERCENT)** balance of the purchase price payable within **30 (THIRTY)** days of acceptance of the offer by the purchaser, in cash, by electronic transfer, bank guaranteed cheque or by a written guarantee from a registered financial institution to the seller's Conveyancer/Transferring Attorney, free of exchange against registration of transfer of the property into the purchaser's name.

**The transaction deposit must reflect in the balance of the specific Trust Account nominated by the auctioneers for the offer to purchase to be submitted to the seller for acceptance**

### **1.18. TRANSFER COSTS**

The purchaser shall be liable and obliged to pay all normal costs of transfer for the property, including stamp duty and transfer duty or Value Added Tax (VAT), whichever is applicable, and all other costs incidental to the registration and transfer of the property.

### **1.19. PURCHASE PRICE**

The purchase price for the property shall be constituted by the offer contemplated in clause 1.15, plus the transfer costs contemplated in clause 1.18 herein.

### **1.20. BANK DETAILS**

**ALL MONIES DUE MUST BE DEPOSITED INTO TIRHANI AUCTIONEERS TRUST ACCOUNT:**

<b>ACCOUNT NAME</b>	:	<b>Tirhani Auctioneers Trust Account</b>
<b>BANK</b>	:	<b>First National Bank</b>
<b>ACCOUNT NUMBER</b>	:	<b>62461764287</b>
<b>CLEARANCE CODE</b>	:	<b>250655</b>

**DEBIT AND CREDIT CARDS ARE NOT ACCEPTED AS FORMS OF PAYMENT.**

**In accordance with the Money Laundering Regulations and in the interest of security, we are unable to accept cash payments on site. Cash deposits must be made at the bank and the proof thereof must be presented on site. Cash payments shall be subject to a cash handling fee of 2% added to the amount of cash deposited into the Tirhani Auctioneers account.**

### **1.21. PROPERTY DESCRIPTION**

Even though this is a liquidation matter, 22 Olga Street is rightly presented as part of Tirhani Property Auctions' Premier Property Collection. The Tirhani Premier Property Collection presents carefully selected high-end luxury homes, estates and properties suited for the discerning buyer. Tirhani Property Auctions prides itself for specializing in helping both sellers and buyers achieve faster, transparent and convenient real estate transactions for true market value achieved through competitive bidding.

### **1.22. CONFIRMATION PERIOD**

The purchaser's offer shall be irrevocable and open for acceptance by the seller within twenty-one (21) working days after the day of the auction ("CONFIRMATION PERIOD"). The seller may accept the purchaser's offer at any time prior to the expiry of the confirmation period.

### **1.23. DATE OF SALE**

The date of sale shall, for purposes of this auction, be deemed to be the date of acceptance by the seller. The auctioneer shall thereafter notify the purchaser in writing of such acceptance by pre-paid registered post or by hand delivery or facsimile, at the sole discretion of the auctioneer.

### **1.24. MUNICIPAL CHARGES**

The purchaser is liable for all outstanding arrear rates, taxes and levies (if applicable) on the property. **(refer to clause 5 of the OTP)**

### **1.25. OCCUPATIONAL INTEREST**

The purchaser will pay interest on the balance of the purchase price from date of acceptance to the date of registration of transfer calculated at the greater of 11%(eleven percent) per annum, or the maximum rate permitted by law, both days inclusive. **(refer to clause 6 of the OTP)**

### **1.26. TENANCIES**

N/A VACANT

### **1.27. SIGNING OF OFFER TO PURCHASE AND RULES OF AUCTION**

The successful BUYER will be required to sign the Agreement of Purchase and Sale (Deed of Sale) and these Rules of Auction upon the fall of the hammer, immediately after the auction.

### **1.28. ELECTRICAL COMPLIANCE CERTIFICATE**

The purchaser shall at his own cost obtain this certificate. **(refer to clause 20 of the OTP)**

### **1.29. QUESTIONS**

Are there any questions? Thank you for participating in today's auction. **Good luck and good bidding!**





**RULES OF AUCTION**

**LETTER OF AUTHORITY**

**Buyer Details:**

Company Name: \_\_\_\_\_

Authorising Persons Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:**

Tirhani Auctioneers  
1 Centex Close  
Eastgate Ext 4  
Sandton

Reference: Authority for \_\_\_\_\_

To Whomsoever It May Concern,

I, the undersigned, hereby given authority to the above-mentioned person to purchase at the auction on my/this companies' behalf binding me/this company to the rules of auction and any other conditions specified by the auctioneer on the day of the auction.

(If buying on behalf of a company, attach a certified copy of the company resolution authorising the said person to do so)

Thanking you,

Yours sincerely

\_\_\_\_\_  
(Signature)

