

## PROPERTY INFORMATION PACK

<b>AUCTION DATE:</b>	<b>Tuesday, 28<sup>th</sup> March 2017</b>
<b>AUCTION TIME:</b>	<b>12H00</b>
<b>PROPERTY ADDRESS:</b>	<b>4 Impala Street, Malelane</b>
<b>SHOWDAY DATE:</b>	<b>View by Appointment</b>
<b>AUCTION VENUE:</b>	<b>The Hilton Hotel, 138 Rivonia Rd, Sandton</b>
<b>CONTACT PERSON:</b>	<b>Werner Thomas ☎ 072 487 4701</b>
<b>TERMS &amp; CONDITIONS:</b>	Reserved Auction: Refundable registration fee of R 50 000. 21.4% deposit on the fall of the hammer, strictly bank cheque or EFT. Guarantees for the balance of the purchase price are to be furnished within forty-five (45) days of acceptance of the sale by the Seller. The auction is conducted in terms of the CPA regulations Act 68 of 2008. This auction is subject to a right to bid by or on behalf of the seller. Further Terms & Conditions apply. Cost of Auction R 380k

## PRIME SHOPPING CENTER MALELANE • ON N4 FULLY LET • NATIONAL ANCHORS



## 4 IMPALA STREET, MALELANE

# PROPERTY INFORMATION PACK

## PROPERTY DESCRIPTION

PROPERTY ADDRESS	:	4 Impala Street, Malelane
ERF/STAND NUMBER	:	Erf 932 Malelane
ERF/STAND SIZE	:	6 403 m <sup>2</sup>
GLA	:	3 897 m <sup>2</sup>



### The Property comprises of:

- 11 Retail outlets
- Ample parking

### Tenants

1. Choppies Retail Store
2. Barnetts Furnishers
3. Diamond Discount Liquors
4. Picture IT
5. Chicken Licken Franchise store
6. Maud Meyer Estate Agents
7. Rotunda Pharmacy
8. Malelane Stationary
9. Barko Financial Services
10. Alkarim Electronic Outlet
11. Zia Cellphone Shop



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## PICTURE GALLERY













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## 1 YEAR TRADING FORECAST

RENTAL INCOME	GLA	ESC	LEASE EXP	RENEWAL	2016	2017											
TENANT					JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
CHOPPIES	2396m²	7%	Jun - 2025		R 174 966.00	R 174 966.00	R 174 966.00	R 174 966.00	R 174 966.00	R 174 966.00	R 187 214.00	R 187 214.00	R 187 214.00	R 187 214.00	R 187 214.00	R 187 214.00	R 2 173 080.00
BARNETTS	630m²	6%	Apr - 2020		R 47 815.00	R 47 815.00	R 47 815.00	R 47 815.00	R 50 684.37	R 50 684.37	R 50 684.37	R 50 684.37	R 50 684.37	R 50 684.37	R 50 684.37	R 50 684.37	R 596 734.96
DIAMONDS DISCOUNT LIQUORS	274m²	8%	Apr - 2020		R 31 402.00	R 31 402.00	R 31 402.00	R 31 402.00	R 33 914.00	R 33 914.00	R 33 914.00	R 33 914.00	R 33 914.00	R 33 914.00	R 33 914.00	R 33 914.00	R 396 920.00
PICTURE IT	60m²		Oct - 2017	Neg New Lease	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 8 037.00	R 96 444.00
CHICKEN LICKEN	133m²	8%	Oct - 2018		R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 23 818.00	R 25 723.00	R 25 723.00	R 289 626.00
MAUD MEYER PROP	70m²		Dec - 2017	Neg New Lease	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 4 881.00	R 58 572.00
ROTUNDA PHARMACY	120m²	8%	Sep - 2018		R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 18 745.00	R 20 245.00	R 20 245.00	R 20 245.00	R 229 440.00
MALELANE STATIONARY	69m²		Oct - 2019		R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 055.00	R 10 909.00	R 10 909.00	R 122 368.00
BARCO FIN SERVICES	51m²	8%	Aug - 2017	Neg New Lease	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 6 592.00	R 79 104.00
ALKARIM TRADING	68m²	8%	Jul - 2021		R 7 150.00	R 7 150.00	R 7 150.00	R 7 150.00	R 7 150.00	R 7 150.00	R 7 150.00	R 7 722.00	R 7 722.00	R 7 722.00	R 7 722.00	R 7 722.00	R 88 660.00
ZIA CELL	26m²		Nov - 2021		R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 115.00	R 5 525.00	R 61 790.00
<b>Total Rental</b>					<b>R 338 576.00</b>	<b>R 338 576.00</b>	<b>R 338 576.00</b>	<b>R 338 576.00</b>	<b>R 343 957.37</b>	<b>R 343 957.37</b>	<b>R 356 205.37</b>	<b>R 356 777.37</b>	<b>R 356 777.37</b>	<b>R 358 277.37</b>	<b>R 361 036.37</b>	<b>R 361 446.37</b>	<b>R 4 192 738.96</b>
<b>EXPENSES</b>																	
Rates & Taxes					R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 18 639.00	R 223 668.00
Insurance					R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.17	R 3 726.13	R 44 714.00
Repairs & Maintenance					R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 750.00	R 9 000.00
<b>TOTAL EXPENSES</b>					<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.17</b>	<b>R 23 115.13</b>	<b>R 277 382.00</b>
<b>RECOVERIES</b>																	
Rates					R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 2 618.00	R 31 416.00
<b>TOTAL RECOVERIES</b>					<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 2 618.00</b>	<b>R 31 416.00</b>
<b>NETT INCOME</b>					<b>R 318 078.83</b>	<b>R 318 078.83</b>	<b>R 318 078.83</b>	<b>R 318 078.83</b>	<b>R 323 460.20</b>	<b>R 323 460.20</b>	<b>R 335 708.20</b>	<b>R 336 280.20</b>	<b>R 336 280.20</b>	<b>R 337 780.20</b>	<b>R 340 539.20</b>	<b>R 340 949.24</b>	<b>R 3 946 772.96</b>

\*\*Lease agreements available on request

# PROPERTY INFORMATION PACK

## MUNICIPAL ACCOUNT



### NKOMAZI MUNICIPALITY

#### STATEMENT

Private Bag x 101, MALELANE, 1320  
Tel: (013) 790 0386/1181/1285 Fax: (013) 7901305  
VAT Registration No: 43001020938

2017 -01- 30

		STAND NUMBER 001 000 00000932 00000 0000 0000				
		TAX INVOICE	10108560-201701			
		ACCOUNT NUMBER				
		STATEMENT MONTH	2017/01			
		DUE DATE	2017/02/15			
		ACCOUNT DATE	2017/01/24			
STAND ADDRESS 100009 4 IMPALA(MP) AVENUE		LAND VALUE	AREA 6403	DEPOSIT 0.00		
METER READINGS 2017/01/10						
METER NUMBER M3CUHB3810 86206	METER TYPE MW08 MW08	FACTOR 1.00000 1.00000 1.00000 1.00000 1.00000 1.00000	PREVIOUS READING 5887.000 112906.000	CURRENT READING 5887.000 113232.000	CONSUMPTION 10.000 326.000 27.000 27.000 27.000 27.000	DAYS 29 29
ACCOUNT DETAILS		AMOUNT	VAT	TOTAL		
BALANCE B/FWD		25277.29		25277.29		
000018 RECEIPT		-25277.29		-25277.29		
ASSESSMENT RATES BUSINESS		20710.00		20710.00		
VA-VALUE-EXCLUSION		-2071.00		-2071.00		
WATER CONSUMPTION BUSINESS		115.80	16.21	132.01		
WATER CONSUMPTION BUSINESS		3775.08	528.51	4303.59		
REFUSE BUSINESS 2X PER WEEK		193.76	27.13	220.89		
SEWERAGE 1ST 2		187.82	26.29	214.11		
SEWERAGE ADDITIONAL		1908.36	267.17	2175.53		
WATER BASIC		117.03	16.38	133.41		
90+ DAYS	90 DAYS	60 DAYS	30 DAYS	CURRENT	TOTAL	
				25818.54	25818.54	
MESSAGE: NOTE: IF PAYMENT DOES NOT REFLECT ON YOUR ACCOUNT, PLS SEND PROOF OF PAYMENT TO SONTI.KEKANE@NKOMAZI.GOV.ZA OR CORNELIA.VDWALT@NKOMAZI.GOV.ZA						
NKOMAZI MUNICIPALITY Private Bag x 101, MALELANE, 1320, Tel: (013) 790 0386/1181/1285						
			PAYMENT ADVICE			
			ACCOUNT NUMBER			
			ACCOUNT MONTH 2017/01			
			DUE DATE 2017/02/15			
			AMOUNT DUE 25818.54			

## ZONING CERTIFICATE



PRIVATE BAG X101  
MALELANE  
1320  
TEL: (013) 790 1303  
FAX: (013) 590 1081  
E-MAIL:

shirley.shabangu@nkomazi.gov.za

### PLANNING AND DEVELOPMENT DEPARTMENT [LAND USE CONTROL AND FORWARD PLANNING SECTION]

Enquiries : I. Herold  
Ref : N 15/16  
Date : 23 June 2015

### ZONING CERTIFICATE

1. **ERF 932 OF THE FARM MALELANE 389 JU 429**, Mpumalanga Province is currently zoned "**Business 1**".
2. In terms of table A, B, C, and D of the **Greater Malelane Town Planning Scheme, 1997**, the following controls are applicable to **Erf 932 of the Farm Malelane 389 JU**:

(i) Purpose for which land may be used Column 3	- Shops; Places of refreshment; Restaurants; Places of public worship; Places of Instruction Social Halls; Dwelling Units; Informal Trade; Residential Buildings; Business purposes; Hotels; Offices and Medical Suites; Places of Amusement; Public/Private Parking areas; Dry Cleaners.
(ii) Purposes for which land may be used only with the written approval of the Council Column 4	- Service industries; Filling Stations
(iii) Purposes for which land may only be used with the consent of the council Column 5	- All other uses not in columns (3); (4) and (6)
(iv) Purpose for which land may not be used Column 6	- Industrial uses; Noxious industries; Scrapyards And Builders yards
(v) <b>Maximum F.A.R</b> All uses except Dwelling Units; Residential Buildings; and Hotels	- 3.2
Dwelling Units; Residential Buildings and Hotels	- 2.4
<b>Maximum Coverage</b> All uses except Dwelling Units; Residential buildings; and Hotels	- 80%
Dwelling Units; Residential Buildings and Hotels	- 60%

## ZONING CERTIFICATE

### Maximum Height in Storeys

All uses except Dwelling Units; Residential buildings;  
And Hotels  
Dwelling Units; Residential Buildings  
and Hotels.

- 4

- 3

### Building Lines

Streets wider than 16m along street boundaries  
Streets wider than 16m along other boundaries  
Streets narrower than 16m along street boundaries  
Streets narrower than 16m other boundaries

- 0

- 2

- 2

- 2

### Parking

Restaurants and Places of Refreshments:  
Shops  
Banks and Building Societies

- 1 Parking space for every 4 seats

- 5 Parking spaces per 100m<sup>2</sup> of floor area

- 5 Parking spaces per 100m<sup>2</sup> of floor area



Mr. DS Nkosi  
Director: Planning and Development  
Nkomazi Local Municipality

## CPA REGULATIONS & PRE-REGISTRATION

According to the Consumer Protection Act (CPA) which came into effect in 2011, Reliance Auctions would like to offer you the opportunity to pre-register as a bidder prior to the auction today.

South African consumers are now amongst the best protected consumers in the world and the purpose of the Act is to promote fair business practise and to protect consumers against deceptive, misleading, unfair or fraudulent conduct.

It is compulsory that all Bidders are required to present the following documentation in order to register at our auctions:

1. SA Identity Document;
2. Current utility bill addressed to your physical address;
3. In the event of you bidding on behalf of a company, trust or close corporation in your capacity as director, trustee or member respectively, you are required to submit a letter of authority on an official letterhead of that entity, authorising you to bid, sign all necessary documents and effect transfer on behalf of the entity which must be accompanied by a certified copy of the resolutions by the directors, trustees or members of the entity authorizing you to do so;
4. A special Power of Attorney is required should you be bidding on behalf of another person which must expressly authorize you to bid on behalf of that person and must include a certified copy of that person's SA Identity Document and proof of that person's residential address not being older than 3 months;
5. Copy of the Entity's FICA Documents;
6. VAT Registration Documents;
7. Income Tax Reference Number and proof of marital status.

Reliance Auctions would like to hereby offer you the opportunity to pre-register for the auction in order to avoid the time-consuming registration process as we endeavour to make this process as hassle free and efficient as possible.

Below are our Trust Account details and registration fees;

**R50 000.00** on Commercial Property

**R10 000.00** on Residential Property

**Kindly note for EFT & Cheque payments, the following applies:**

Cheques need to be made out to Reliance Auctions (Pty) Ltd.

For EFT payment, our banking details are as follows:

<b>Trust Account</b>	:	Reliance Auctions
<b>Bank</b>	:	Standard Bank
<b>Account Number</b>	:	42-798-63-46
<b>Branch Name</b>	:	Rivonia
<b>Branch Code</b>	:	001255

**PLEASE FORWARD PROOF OF PAYMENT TO:** [lindi@relianceauctions.co.za](mailto:lindi@relianceauctions.co.za)

# PROPERTY INFORMATION PACK

## COMMERCIAL AUCTION RULES AND PROCEDURE

1. Auction with Reserve means that the property will be sold to the highest bidder but subject to confirmation by the Seller who has 7 days to accept or reject the offer.
2. The conduct of the auction is subject to the control of the Auctioneer of the day who has the sole right to regulate the bidding procedure.
3. Auctions commence at 12h00 unless otherwise advertised and will not be delayed to accommodate any persons who arrive late. The Rules of Auction will be read out at 12h00.
4. A prospective bidder cannot participate in the bidding process if not registered as a bidder. The registration process includes (i) registration of the prospective bidder's identity, (ii) residential address, (iii) contact details, (iv) payment of R50 000 registration fee and (v) full signature on the bidder's roll prior to the commencement of the auction. The bidder's roll will be made available for inspection at the auction and at the Auctioneer's offices during normal business hours without the charge of a fee.
5. All registered bidders must (i) thoroughly inspect the property and/or goods and (ii) read the offer to purchase ("the Sales Contract") before the bidding starts and must not bid unless he or she has done so.
6. We are selling per rising bid in South African Rand.
7. The Vat status of the Seller will be read out at the auction.
8. The auctioneer or his/her agent shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.
9. Any error by the Auctioneer shall be entitled to be corrected by him/her.
10. A person who attends the auction to bid on behalf of another person must produce a letter of authority that expressly authorises him/her to bid on behalf of that person. Where a person is bidding on behalf of a company, the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
11. In the event of any dispute between the bidders, the decision of the Auctioneer shall be final and binding.
12. The Rules of the Auction are read out at the auction and a copy thereof will be available to all registered bidders and will be filed at the Auctioneer's office for a period of 5 (five years).
13. At the auction, after reading of the Rules of the Auction and before the bidding starts, bidders will be able to ask questions regarding the auction procedure and/or the property for sale.
14. The Purchaser shall not be held liable for any arrears unless otherwise stipulated in the Sales Contract.
15. Every bid shall constitute an offer to purchase the property for the amount bid, which the Seller or the Auctioneer may accept or reject in their absolute discretion. The Seller and the Auctioneer are entitled to withdraw the property from sale prior to acceptance by the Seller.
16. The highest bidder ("the Purchaser") shall sign the Sales Contract immediately on the fall of the hammer.
17. If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The Seller shall be entitled to instruct the auctioneer to accept any lower bid.
18. The Seller has 7 days ("the Confirmation Period") to accept or reject the offer. No bid may be withdrawn after the fall of the hammer until the expiry of the Confirmation Period. During this time the offer shall be open for acceptance by the Seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
19. The Purchaser's offer shall remain open for acceptance by the Seller or by the Auctioneer on behalf of the seller, until expiry of the confirmation period. The Purchaser and the Auctioneer acknowledge and agree that this provision is for the benefit of the Seller.
20. The Purchaser's offer shall be deemed to have been accepted only when the Seller or the Auctioneer, whichever may be applicable, has signed the Sales Contract on behalf of the Seller and the Seller shall not be required to notify the Purchaser of the acceptance of its offer prior to expiry of the confirmation period.
21. The purchaser hereby nominates Reliance Auctions (Pty) Ltd as its agent for the purpose of receiving and accepting notification of acceptance of this offer.
22. Should the Seller reject the Purchaser's offer, the Auctioneer will repay to the purchaser any deposit and commission paid to it in terms of the Sales Contract within a reasonable time.
23. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction sale is subject to the granting of such consent.
24. Upon signature of the conditions of sale by the purchaser, the purchaser will pay a deposit of 21.4% of the bid price to the Auctioneer. The deposit is made up as follows; 10% (ten percent) of the bid price as a deposit on the property and 10% (ten percent) of the bid price plus VAT thereon being Auctioneers Commission. The auctioneers commission is payable over and above the bid price.
25. The rules of the auction meet the requirements of the Consumer Protection Act, Act 68 of 2008 ("the Act") to the best of the Auctioneer's knowledge.
26. Section 45 (1) to (4) are brought to the registered bidders' attention: "Auctions 45. (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."
27. Section 55 (1) expressly states that the cooling off period does not apply to goods bought on auction:  
"Consumer's rights to safe, good quality goods 55. (1) This section does not apply to goods bought at an auction, as contemplated in section 45."

**DISCLAIMER:** Whilst all reasonable care has been taken to provide accurate information, neither Reliance Auctions (Pty) Ltd nor the Seller/s guarantee the correctness of the information, provided herein and neither will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by an person as a result of errors or omissions in the information provided, whether due to the negligence or otherwise of Reliance Auctions (Pty) Ltd or the Seller/s or any other person. Bidders must register to bid and provide original proof of identity and residence on registration.



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