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Sunninghill, Sandton
P.O. Box 1240, Sunninghill, 2157
Tel: (011) 234 6364
Fax: (011) 234 0295

PROPERTY INFORMATION PACK

AUCTION DATE:	**Tuesday, 3rd October 2017**
AUCTION TIME:	**12H00**
PROPERTY ADDRESS:	**Krokodil Street, Komatipoort**
SHOWDAY DATE:	**View by Appointment**
AUCTION VENUE:	**Mercure Hotel, Bitterbessie Street, Nelspruit**
CONTACT PERSON:	**Werner Thomas ☏ 072 487 4701**
TERMS & CONDITIONS:	**Reserved Auction. Refundable registration fee of R 10 000. The successful bidder is required to make an EFT or provide a bank guaranteed cheque equal to 10% plus VAT of the bid price being a buyer's premium payable to the Auctioneer. Guarantees for the full purchase price are to be furnished within thirty (30) 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.**

2 X PRIME RESI STANDS • OVERLOOKING KRUGER PARK SOLD SEPERATELY OR AS A LOT

KROKODIL STREET, KOMATIPOORT

PROPERTY INFORMATION PACK

PROPERTY DESCRIPTION

PROPERTY ADDRESS : Krokodil Street, Komatipoort

ERF/STAND NUMBER : Erf 625 & 626 Komatipoort Ext 1

ERF/STAND SIZE : 1406 m² & 1432 m²

DESCRIPTION OF THE PROPERTY, NEIGHBOURHOOD AND SURROUNDING AREAS:

- On the banks of the Crocodile River
- Overlooking hippo & crocodile pools
- Ideal lodge site
- Private home
- Bed & breakfast
- Caravan park
- Backpackers lodge

SUBURB AMENITIES

NAME	TYPE	DISTANCE (km)
Total - Komatipoort Motors	Filling Station	1.01 km
Police Saps - Komatipoort	Police Station	1.03 km
Komatipoort Akademie	School	0.97 km
Spar Shopping Centre Complex	Shopping Centre	1.15 km
Border Oasis Shopping Centre	Shopping Centre	2.19 km
Crocodile Gate Kruger National Park	Nature	11.8 km

The auctioneers have taken the greatest care to ensure the accuracy of information received and cannot be held responsible for any errors or omissions.

PICTURE GALLERY

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TOURIST ATTRACTIONS

Komatipoort is only 8kms from the Crocodile Bridge Gate to the Kruger National Park.
Because of the influx of European and American tourists, Kruger National Park accommodation is at a premium, especially in towns like Komatipoort that offer easy access to the Kruger National Park gates.

Komatipoort is also just 3kms from the border crossing into Mozambique at Lebombo.
For beach holidays, Mozambique is arguably the best destination in Africa. It is also widely lauded as one of the best destinations in the world for scuba diving and game fishing, and its colourful and well-preserved coral reefs and clear, warm waters attract plenty of snorkelers and honeymooners.

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RATES AND TAXES ACCOUNT

TBA

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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:

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

PLEASE FORWARD PROOF OF PAYMENT TO: lindi@relianceauctions.co.za

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RESIDENTIAL 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 R10 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 to the Auctioneer over and above the bid price a buyer's premium (commission) equal to 10% (ten per cent) of the bid price plus VAT thereon being Auctioneers commission. The full bid price of the property must be paid upon registration of transfer of the property into the name of the purchaser for which the purchaser will be obliged to deliver a bank guarantee, acceptable to the SELLER, within 30 (Thirty) days after confirmation of the sale by the SELLER or the Auctioneer.
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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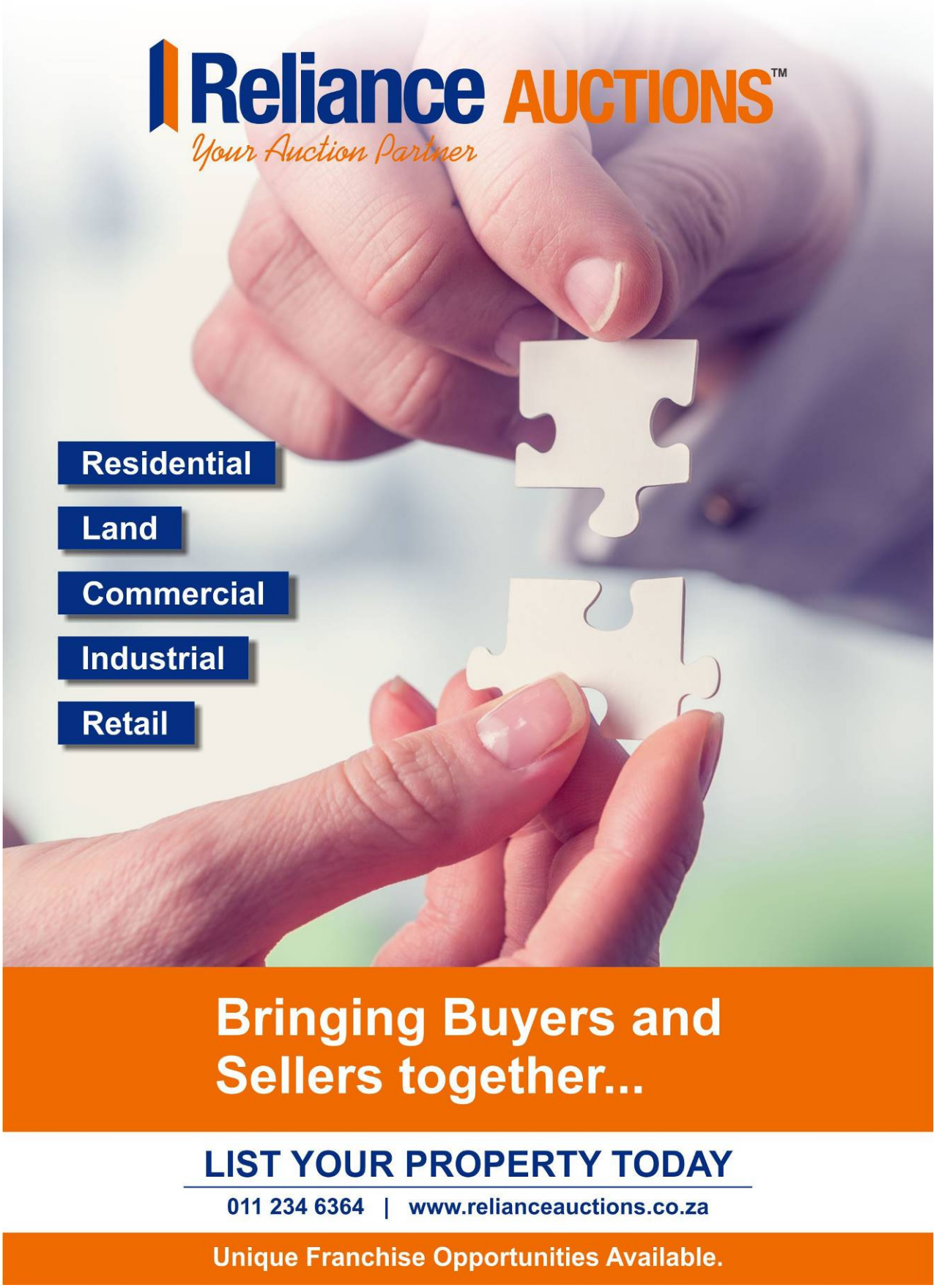

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