

EIENDOMME VEILINGSREËLS

1. Hierdie veiling word gehou onder die beheer van BKB Eiendomme (Edms) Beperk (hierna "die **AFSLAER**" genoem) met besigheidspersele geleë te:

VERWYS NA BESIGHEIDSPERSELE ADRESLYS

2. Die reëls van hierdie veiling is ooreenkomstig met die bepalings van Art 45 en alle relevante regulasies tot die Verbruikers Beskerdings Wet Nr 68 van 2008.
3. Wanneer bates in lotte te koop aangebied word op 'n veiling sal elke, lot tot die teendeel bewys word, geag word 'n aparte transaksie te wees.
4. Die veiling is onderworpe aan 'n reserve prys.
5. Registrasie om tydens die veiling te bide:
 - 5.1 'n Persoon wat beoog om tydens die veiling te bide moet **voor die aanvang van die veiling** registreer deur sy/haar identiteit op die bidders staat te laat aanbring en sodanige registrasie moet voldoen aan die vereistes van die Wet op Finansiële Intelligensiesentrum, 2001 (FICA), ten opsigte van die bevestiging en verifiëring van die identiteit van die persoon en die persoon moet die registrasie staat onderteken.
 - 5.2 'n Persoon wat die veiling bywoon om **namens 'n ander persoon te bide (bv. namens 'n maatskappy)** moet 'n magtigingsbrief voorsien waarin hysy uitdruklik gemagtig word om namens daardie ander persoon te bide en daardie persoon en die persoon wat namens hom of haar bide moet voldoen aan die vereistes soos uiteengesit in paragraaf 5.1 hierbo. Waar die prinsipaal 'n maatskappy is, sal die magtigingsbrief op 'n amptelike briefhoof van die maatskappy verskyn en dit moet vergesel word deur 'n gesertifiseerde afskrif van die resoluë wat hom/haar magtig om namens die maatskappy te bide. (Vir doeleindes van hierdie reël, sluit die verwysing na maatskappy ook 'n verwysing in na enige juridiese persoon, insluitend vennootskappe, trusts of regsliggame).
6. Hierdie veiling sal op die datum en tyd begin soos geadverteer of gepubliseer en sal nie uitgestel of later begin om enige lid of groep van die publiek in staat te stel om aan die veiling te mag deelneem nie.
7. Die kopersrol en die vendurol is beskikbaar vir geregistreerde **KOPERS** vir inspeksie deur middel van 'n skriftelike versoek en met goeie rede, gedurende besigheidsure by die besigheidspersele van die **AFSLAER**.
8. Alle gelde deur die **KOPER** betaalbaar in terme van die Veilingsreëls en voorwaardes van die veiling ten behoeve van die **VERKOPER** sal in die **VERKOPER** se prokureur se trust rekening gedeponeer word of, alternatiewelik, in die genomineerde trust rekening van die **AFSLAER**.
9. Die **AFSLAER** sal die rede vir die veiling aankondig gedurende die veiling tensy die veiling 'n normale en vrywillige verkoop deur die **VERKOPER** is.
10. Indien die **AFSLAER** bewus raak van enige fout of advertensie materiaal of enige ander publikasie of enige wysiging in hierdie Veilingsreëls, sal die **AFSLAER** spesifiek die wysigings in die reëls uitwys sowel as die foute in die advertensie of publikasie.
11. Die totale koste van advertensie en die hou van die veiling word uiteengesit in die verkopersmandaat.
12. Elke voornemende koper moet die Veilingsreëls lees en moet nie bide op die eiendom nie tensy hy of sy dit gedoen het. Sou 'n voornemende koper wat op die kopersrol geregistreer het bide op die veiling sal dit geag word dat die koper die Veilingsreëls gelees het.
13. Elke bod sal 'n aanbod wees om die eiendom/goedere te koop teen die bod prys op die terme en voorwaardes hierin vervat en sal deur die **VERKOPER** of die **AFSLAER** na eie goeddunke aanvaar of verwerp kan word. Die **VERKOPER** mag die eiendom/goedere voor aanvaarding van die bod van die veiling onttrek.
14. Indien geen bod gelyk is aan die reserweprys of dit oorskry nie, mag die eiendom/goedere van die veiling onttrek word. Die **VERKOPER** mag die **AFSLAER** opdrag gee om enige laer bod te aanvaar.
15. In die geval van 'n geskil tussen die bidders sal die besluit van die **AFSLAER** finaal en bindend wees.
16. Die **AFSLAER** mag enige foute wat deur hom begaan word, regstel.
17. Geen bod mag onttrek word nadat die bod toegeslaan is totdat die bevestigingstydperk van die onroerende eiendom verstryk het nie. Gedurende hierdie tydperk sal die aanbod oop bly vir aanvaarding deur die **VERKOPER** of sy agent en indien die aanbod aanvaar word, sal die verkoop geag wees om 'n verkoop by wyse van veiling te wees vir doeleindes van die Wet.
18. Die hoogste bieder (die "**KOPER**") moet hierdie Verkoopvoorwaardes onmiddellik onderteken sodra die bod toegeslaan is.
19. In die geval van veilings waar huurkontrakte opgeveel word, sal hierdie Veilingsreëls *mutatis mutandis* van toepassing wees.

RULES OF PROPERTIES AUCTION

1. This auction will be held under the control of BKB Eiendomme (Pty) Limited (hereinafter referred to as "the **AUCTIONEER** ") with business premises situated at:

REFER TO BUSINESS PREMISES ADDRESS LIST

2. The Rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act 68 of 2008.
3. 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.
4. The sale by auction is subject to a reserve price.
5. Registration to bid at the auction:
 - 5.1 Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must be inline with the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 5.2 A person who attends the auction to bid **on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 5.1 above. 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. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
6. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed to enable any member or group of the public to partake in the auction.
7. The bidders' roll and vendor roll will be available for registered **BUYERS** for inspection with written notice and good reason during the normal office hours at the business premises of the **AUCTIONEER**.
8. All money due to the **SELLER** in terms of the Rules of Auction and conditions of the auction will be paid into the **SELLER's** lawyers trust account for the benefit of the **SELLER**, or alternatively into a nominated **AUCTIONEER's** trust account.
9. The **AUCTIONEER** will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property/goods by the **SELLER**.
10. Should the **AUCTIONEER** become aware of any error on advertising material or any other publication or amendment to these Rules of Auction, the **AUCTIONEER** will prior to the auction point out such matters and when necessary amend such errors in the advertisement or publication.
11. The total cost of advertising and conducting the auction are set out in the sellers mandate.
12. Every prospective purchaser must read the Rules of Auction and must not bid unless he or she has done so. Should a prospective purchaser that is registered bid at the auction it would be assumed that the purchaser has read the Rules of Auction.
13. Every bid shall constitute an offer to purchase the property/goods for the amount bid upon the terms and conditions contained herein, which the **SELLER** or the **AUCTIONEER** may accept or reject in their absolute discretion. The **SELLER** shall be entitled, in its absolute discretion, to withdraw the property/goods from sale prior to acceptance by the **SELLER**.
14. If no bid equals or exceeds the reserve price, the property/goods may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
15. In the event of any dispute arising between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
16. The **AUCTIONEER** shall be entitled to correct any errors made by him.
17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which 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.
18. The highest bidder ("the **PURCHASER**") shall sign the Rules of Auction immediately on the fall of the hammer.
19. In the event where the subject of the auction is rental contract, the Rules of Auction will apply *mutatis mutandis*.

BUSINESS PREMISES ADDRESS LIST

BKB LIMITED
CENTRAL REGION

61 Grahamstown Street
PORT ELIZABETH
6001

BKB LIMITED
WESTERN REGION

100 Cecilia Street
Cecilia Square
Southern Paarl
7626

BKBLOUWID

C/O JJ Hadebe- & Caroline Street
FRANKFORT
9830

BKB VAN WYK

24 Krogh Street
STANDERTON
2430