

**RayWhite**

15

# Under the Hammer

WELCOME TO RAY WHITE GAWLER'S  
"IN-ROOM AUCTION EVENT"

THURSDAY 9<sup>TH</sup> MAY 2019

RAY WHITE GAWLER

# Auctions

RAY WHITE GAWLER

**RayWhite**

## Auction 1



**Lyndoch**  
2 King Street

2 1 2

**LAND SIZE:** 1,322sqm

- Renovated kitchen
- Elegant bathroom with spa
- Council approved as a B'n'B

**Kylie Duffield 0488 197 330**

Results \_\_\_\_\_

## Auction 2



**Reid**  
6 Cunningham Street

4 2 2

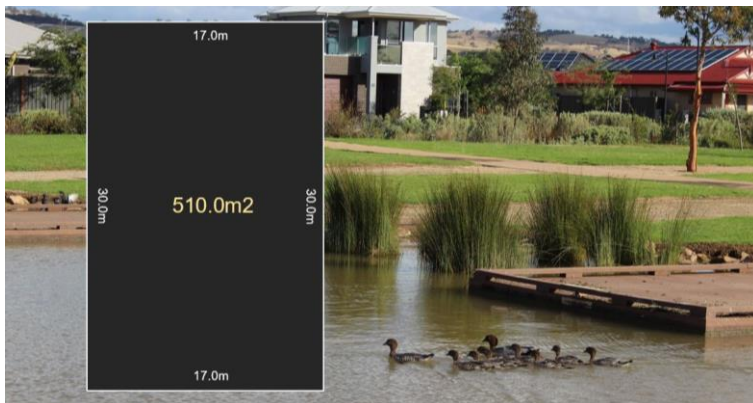
**LAND SIZE:** 461sqm

- Commutable Location
- R/C Ducted Heating & Cooling
- Outdoor Alfresco for Entertaining

**Peter Souter 0404 046 710**

Results \_\_\_\_\_

## Auction 3



**Evanston Gardens**  
29 Hamilton Boulevard

**LAND SIZE:** 510sqm

- Public Transport nearby
- Spoilt for choice in schooling
- First Home Owners Grant (Subject to Eligibility)

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 4



**Gawler South**  
11 Fifteenth Street

4 1 3

**LAND SIZE:** 717sqm

- 4.1m x 7.3 Garage
- Tastefully Renovated
- Ducted Evaporative Cooling

**Matt Bunder 0433 258 200**

Results \_\_\_\_\_

# Auctions

RAY WHITE GAWLER

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## Auction 5



**Gawler River**  
848 Gawler River Road

**LAND SIZE:** 10 acres

- Country living
- Commutable location
- Power & water available

**Matt Bunder 0433 258 200**

Results \_\_\_\_\_

## Auction 6



**Stockport**  
38 Murray Street

3 1 2

**LAND SIZE:** 2,075sqm

- Country Living
- Outdoor Entertaining Area
- Ducted Evaporative Cooling

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 7



**Roseworthy**  
35 Cliff Road

6 3 6

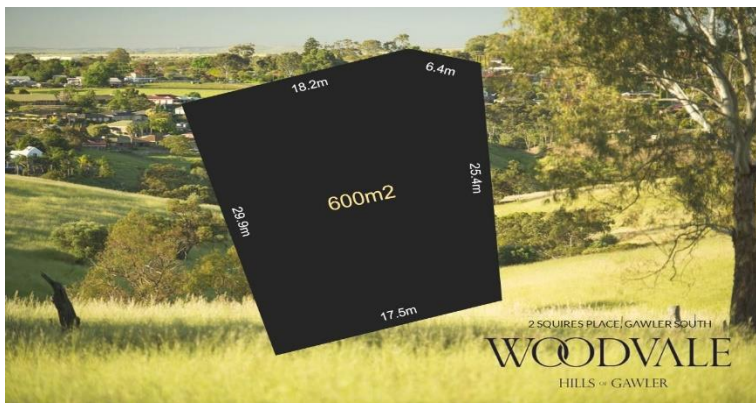
**LAND SIZE:** 4,000sqm

- Inground Pool
- 7kw Solar System
- 10,000L of Rain Water

**Kylie Duffield 0488 197 330**

Results \_\_\_\_\_

## Auction 8



**Gawler South**  
2 Squires Place

**LAND SIZE:** 600sqm

- Country Lifestyle
- Commutable Location
- First Home Owners Grant (Subject to Eligibility)

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

# Auctions

RAY WHITE GAWLER

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## Auction 9



**Sandy Creek**  
34 Williamstown Road

4 2 4

**LAND SIZE:** 1,506sqm

- Air B'n'B Opportunity
- Minutes to the Barossa
- Private oasis / teenagers retreat

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 10



**Andrews Farm**  
2 Leicester Grove

4 2 2

**LAND SIZE:** 598sqm

- Commutable location
- Modern fixtures & fittings
- Outdoor entertainment with ducted air-conditioning

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 11



**Gawler East**  
10A Edith Street

3 1 1

**LAND SIZE:** 1,267sqm

- Refrigerated R/C cooling
- Rental return of \$350 per week
- Undercover Entertainment Area

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 12



**Gawler South**  
24 Filsell Terrace

**LAND SIZE:** 605.2sqm

- Country Lifestyle
- Commutable Location
- First Home Owners Grant (Subject to Eligibility)

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

# Auctions

RAY WHITE GAWLER

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## Auction 13



**Wasleys**  
16 Annie Terrace

4  2  8 

**LAND SIZE:** 922sqm

- Large Shed
- 5kw Solar System
- Outdoor Entertainment Area

**Elle Griffiths 0428 298 018**

Results \_\_\_\_\_

## Auction 14



**Kudla**  
Lot 742 Coventry Road

**LAND SIZE:** 1.011ha

- Rural Lifestyle
- Water Connected
- First Home Owners Grant (Subject to Eligibility)

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 15



**Hewett**  
33 Oaklands Circuit

2  2  2 

**LAND SIZE:** 525sqm

- Spoilt for choice in schooling
- Double garage with rear access
- Modern, open plan internal living

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

## Auction 16



**Gawler Belt**  
8 Ward Belt Road

4  2  4 

**LAND SIZE:** 4,327sqm

- 6m x 9m shed with power connected
- Side access for trucks, boats & caravans
- Outdoor entertainment overlooking the pool

**Ross Whiston 0418 643 770**

Results \_\_\_\_\_

# Conditions

BY PUBLIC AUCTION FOR REAL ESTATE

**RayWhite**



## Public Auction of Real Property

### *Terms and Conditions*

#### 1. The Auctioneer presents the Property for sale by auction

The Auctioneer, as authorised by the Agent acting for the Vendor, presents the Property for sale by auction on behalf of the Vendor. An offer to purchase the Property may be made by any person present in person or by proxy or representative ("Bidder") by making a bid at auction, subject to these Terms.

#### 2. Bidders are bound by these Terms

By bidding at auction, a Bidder agrees to be bound by these Terms.

#### 3. Vendor's reserve price

3.1 The Vendor's reserve price ("Reserve Price") will be as recorded in the Auction Record.

3.2 In the event that the Reserve Price is not reached at auction, the Auctioneer and/or the Agent shall attempt to negotiate immediately with the highest Bidder to sell the property and if no agreement is reached, the Auctioneer and/or Agent will attempt to negotiate with other Bidders and then with any other interested parties.

#### 4. Vendor may withdraw the Property from sale

The Vendor may at any time before the Property is sold at auction:

4.1 withdraw the Property from sale; or

4.2 consolidate, divide, or otherwise alter the organisation or arrangement of the Property in any way deemed convenient by the Auctioneer.

#### 5. Cooling-off rights do not apply

Cooling-off rights under section 5 of the Land and Business (Sale and Conveyancing) Act 1994 do not apply to a sale by auction or a sale on the day of auction to a person who has made a bid at the auction (whether in person or by their proxy or representative).

#### 6. Registration of Bidders (Residential land only)

6.1 To make a bid at an auction for residential land (as defined in the *Land and Business (Sale and Conveyancing) Act 1994*), a person must be registered in the bidders register

6.2 To be entered in the bidders register, the person must satisfy the Agent as to the person's identity through providing proof of identity in the required form (through the provision of a driver's license, passport, credit/debit card, utilities account or similar documentation).

6.3 Where a person intends to bid on the property as a proxy or representative of another person ("Proxy Bidder"), the person intending to bid must produce a signed authority from the other person or entity authorising them to bid on their behalf.

6.4 A person making a bid must do so by displaying their unique identifier, obtained through the Bidder registration process.

## **7. Bidding at auction**

### **7.1 Proxies and representatives at auction**

If a Proxy Bidder is the successful bidder at auction and the Purchaser is not present to immediately sign the Contract of Sale following the auction, then the Proxy Bidder will sign the Contract of Sale in his/her own name as purchaser unless a valid original or certified Power of Attorney is produced prior to the auction. The Proxy Bidder warrants that its authority to bid is valid and not withdrawn.

### **7.2 Bidder offers to purchase the Property**

With each bid at auction, a Bidder makes an unconditional offer to purchase the Property which may be accepted by the Auctioneer.

### **7.3 Vendor may bid at auction**

The Auctioneer may make bids on behalf of the Vendor but if the auction is for residential land (as defined in the Land and Business (Sale and Conveyancing) Act 1994) the Auctioneer may not make more than 3 such bids and only for amounts below the reserve price. Where a Vendor bid is made by the Auctioneer, the Auctioneer will audibly announce the bid as a "vendor's bid".

### **7.4 Advancement of bids**

The bidding increments during the course of the auction will be accepted at the discretion of the Auctioneer.

### **7.5 Auctioneer may refuse any bid**

The Auctioneer may refuse a bid if of the opinion that it is not in the best interests of the Vendor and will not be obliged to give any reason for doing so.

### **7.6 Bids are binding**

A bid accepted by the Auctioneer is binding on the Bidder and may not be withdrawn.

### **7.7 Disputes concerning bids**

If there is a dispute concerning bids made at auction ("Dispute") where the Dispute arises before or after the fall of the hammer or some similar indication that the Property is sold ("Fall of Hammer"), then the Auctioneer will decide the Dispute in a way that he or she deems appropriate. The decision of the Auctioneer is final and gives rise to no claim by any person against another.

### **7.8 Selection of the Purchaser and determination of the purchase price**

A person accepted by the Auctioneer as having made the highest bid at or above the Reserve Price will be the Purchaser ("Purchaser") and that bid will be the purchase price ("Purchase Price"). The Auctioneer will not accept a bid made after the fall of the Auctioneer's hammer.

### **7.9 The Purchaser must pay the deposit and sign the Contract**

Subject to the determination of any Dispute, unless otherwise agreed in writing and advised before commencement of the auction, the Purchaser, upon being acknowledged by the Auctioneer as the Purchaser must:

- 7.9.1 immediately complete all necessary details required by the Auctioneer to enter into a contract for the sale and purchase of the Property in the form of contract that is displayed by the Auctioneer at the auction ("Contract"); and
- 7.9.2 immediately pay to the Auctioneer a deposit equal to ten percent (10%) of the Purchase Price; and
- 7.9.3 complete the purchase of the Property in accordance with the terms and conditions contained in the Contract for the Purchase Price.

**8. Auctioneer may sign the Contract**

The Auctioneer will have irrevocable authority, after the fall of the Auctioneer's hammer, to complete and sign the Contract on behalf of the Purchaser or the Vendor, or both. Completion and signing under the Auctioneer's authority will be at the Auctioneer's discretion in the event of a breach by the Purchaser of any of the conditions of the auction. The party for whom the Auctioneer has signed the Contract is bound by the Contract.

**9. Variations of Terms before auction**

Where the Vendor has agreed in writing with a Bidder to vary these Terms or other conditions, before the Auction, then those variations will apply to that Bidder only.

**10. Property may be re-auctioned**

10.1 If the Purchaser fails:

- (a) to pay the deposit; or
- (b) to execute the Contract

(or both) immediately after the fall of the Auctioneer's hammer, then the Purchaser is deemed by the Auctioneer to have breached his or her obligation to complete the purchase of the Property.

10.2 Where clause 10.1 applies, the Auctioneer/Agent is authorised by the Vendor to terminate the Contract and

- (a) re-auction the Property; or
- (b) to sell the Property by private treaty.

**11. Vendor may sue Purchaser for damages**

Notwithstanding clause 10.2, the Vendor may sue the Purchaser for damages for any failure to comply with these Terms and/or the Contract.

**12. Holding over the auction**

The Auctioneer may hold over the Property and re-offer it for auction at another time on the same day on terms and conditions as the Vendor may nominate.

**13. Auctioneer may vary these Terms**

Subject to legislative requirements, the Auctioneer is entitled to vary these Terms by announcement immediately before or during the auction including, but not limited to, advising registered bidders that any variations sought by them have been accepted by the Vendor.

**14. Legal age of Purchaser**

A Bidder must be at least 18 years of age.

**15. Foreign Investment Review Board Approval**

A person who wishes to bid for or purchase the Property warrants that they do not require approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein.

16. A person who wishes to make a bid at the auction for the Property who requires approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein must make arrangements suitable to the Auctioneer before the auction.