

Mandatory Disclosure Form

1. SCHEDULE			
1.1	This Report concerns the condition of the property situated at		
			("Premises")
	to be sold to		("Potential Buyer")
	by		("Seller")
1.2	Statement from the Seller concerning the condition of the Premises		
	I am aware of defects in the roof, eaves and ceiling.	yes	no N/A
	I am aware of defects in the electrical systems, and problems relating to the electrical installation or fitted accessories? Are there any illegal electrical extensions, disconnections, damaged or inoperative fittings or permanent appliances and equipment? eg: Stove, Extractor fan, Oven, Air Conditioner, Heaters, Ceiling Fans or illegal extensions such as light fittings, water feature pumps etc?	yes	no N/A
	I am aware of defects in any part of the plumbing systems Are there any faults relating to the geyser eg. Leaks, faulty seal kits, or low geyser pressure as well as plumbing pipes related to the geyser? Are there any cracks, leaks or problems with the baths, basins, toilets, cisterns, showers and taps? Are there any defects in the swimming pool equipment, piping and pump or including cracks, leaks and general operation of the pool equipment?	yes	no N/A
	I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers	yes	no N/A
	I am aware of defects in the septic system, sanitary disposal systems or drainage installation such as blocked drains, sewers, storm water, pipes or gutters?	yes	no N/A

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I am aware of any defects to the Premises and/or in the basement and/or foundations of the Premises, including cracks, seepage and bulges. Other such defects include, but are not limited to flooding, dampness, wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps	yes	no	N/A
I am aware of structural defects in the Premises such as cracked or broken floor or floor slabs, damage to wood flooring, cracks in walls or any settlement of any kind.	yes	no	N/A
I am aware of boundary line disputes, encroachments, encumbrances and including a joint driveway	yes	no	N/A
I am aware that remodelling or refurbishment has affected the structure of the Premises	yes	no	N/A
I am aware that any additions and/or improvements made to and/or any erections made on the Premises have been done or made, only after the required consents, permissions and permits to do so were properly obtained either from a third party namely the surveyor, architect and municipality.	yes	no	N/A
I am aware that a structure on the Premises has been designated as a historic building or heritage site			
Are there any interdicts, attachments or usufructs on or over the property?			
Are there any burns, stains, tears or bad work relating to the fitted carpets? NO			
Are all built-in cupboards intact? Yes	yes	no	N/A
Are all door handles and window latches in working order? Yes			
Are you aware of any defects on the borehole, pump and tanks?	yes	no	N/A

1.3

ADDITIONAL ITEMS
Are there keys for all the doors and for which doors? Yes
How many remote controls are there for gates, garage doors etc? 4 number of remotes.
Are all security installations in sound working order eg. Alarm, burglar bars and security gates, indoor and outside beams as well as the camera system? Yes

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Settlement of all Municipal rates, levies and service charges will remain the Grantor's responsibility until assumed by the Purchaser in terms of the provisions of the Agreement of Sale.

The above Property has/has not been used by the Grantor as part of VAT enterprise as defined in the VAT act 1991.

Do you have a Mortgage Bond?

If YES with which Bank? Yes FNB

NB: SUBMIT NOTICE OF YOUR INTENTION TO CANCEL (3 MONTHS' NOTICE REQUIRED TO AVOID PENALTIES)

Will be cancelled & settled on sale of property.

2. DEFINITIONS

- 2.1. In this report, unless the context requires otherwise, the words below mean the following:
- 2.1.1. **"Am aware"** means to have actual notice or knowledge of a certain fact or state of affairs;
 - 2.1.2. **"Defect"** means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property; and
- 2.2. All other capitalised terms used in the report will be given the definitions ascribed to them in the Offer to Purchase to which this report forms an annexure ("Offer to Purchase"), albeit that it does not form part of the Offer to Purchase itself. Similarly, the Interpretation clause set out in the Offer to Purchase will apply to this report, unless the contrary is specified.

3. INTRODUCTION

- 3.1. This report is not a guarantee and / or warranty by the Seller or the Property Practitioner representing the Seller and is therefore not a substitute for any inspections or warranties that the Potential Buyer may wish to obtain before entering into the Offer to Purchase.
- 3.2. The purpose of this report is to assist a Potential Buyer in conducting an inspection of the Premises as prescribed by the PPA and forms a part of the Offer to Purchase concluded between the Parties.

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4. PROVIDING OF INFORMATION TO THE POTENTIAL BUYER

- 4.1. The Seller provides the information set out in item 1.2 in the knowledge that, although this does not constitute a warranty, a Potential Buyer may rely on such information when deciding whether, and on what terms, to purchase the Premises.
- 4.2. The Seller authorises the Property Practitioner marketing the Premises to provide a copy of this report to any Potential Buyer.

5. PROVISION OF ADDITIONAL INFORMATION

- 5.1. The Seller confirms that to the best of his / her knowledge the responses to the statements set out in item 1.2 have been accurately noted as "yes", "no" or "not applicable (N/A)" on the date that the Seller Signs this report.
- 5.2. If the Seller responds to any of the statements with a "yes", the Seller must provide, in item 1.3, a full explanation about the reason(s) why the response to the statement was a "yes".

6. CERTIFICATION BY PERSON SUPPLYING INFORMATION

If a person other than the Seller provides the information set out in item 1.2, that person must certify that (i) he / she is authorised by the Seller to supply the information in question, (ii) he / she has supplied the correct information on which the Seller relied for the purposes of this report, and (iii) the information in this report, to the best of that person's knowledge and belief, is true and correct on the date upon which that person Signs this report.

7. NOTICE REGARDING ADVICE OR INSPECTIONS

Both the Seller and the Potential Buyer of the Premises may wish to (i) obtain professional advice, and / or (ii) have a professional inspection of the Premises. Adequate provisions must therefore be contained in the Offer to Purchase regarding the (i) obtaining of such professional advice, (ii) conducting of required inspections, (iii) disclosure of defects, and / or (iv) making of required warranties.

8. POTENTIAL BUYERS ACKNOWLEDGEMENT

- 8.1. The Potential Buyer acknowledges that he / she has been informed that (i) professional expertise, and / or (ii) technical skill and knowledge may be required to detect defects in, and non-complying aspects of, the Premises.
- 8.2. The Potential Buyer acknowledges receipt of a copy of this report.

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9. SIGNATORIES

DATED AT (place) Rustenburg ON 29 May 2023

[Handwritten signature]

THE SELLER AS WITNESS

DATED AT (place) ON 20

THE POTENTIAL BUYER AS WITNESS

DATED AT (place) ON 20

THE PROPERTY PRACTITIONER (on behalf of and duly authorised) AS WITNESS

[Handwritten initials]

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