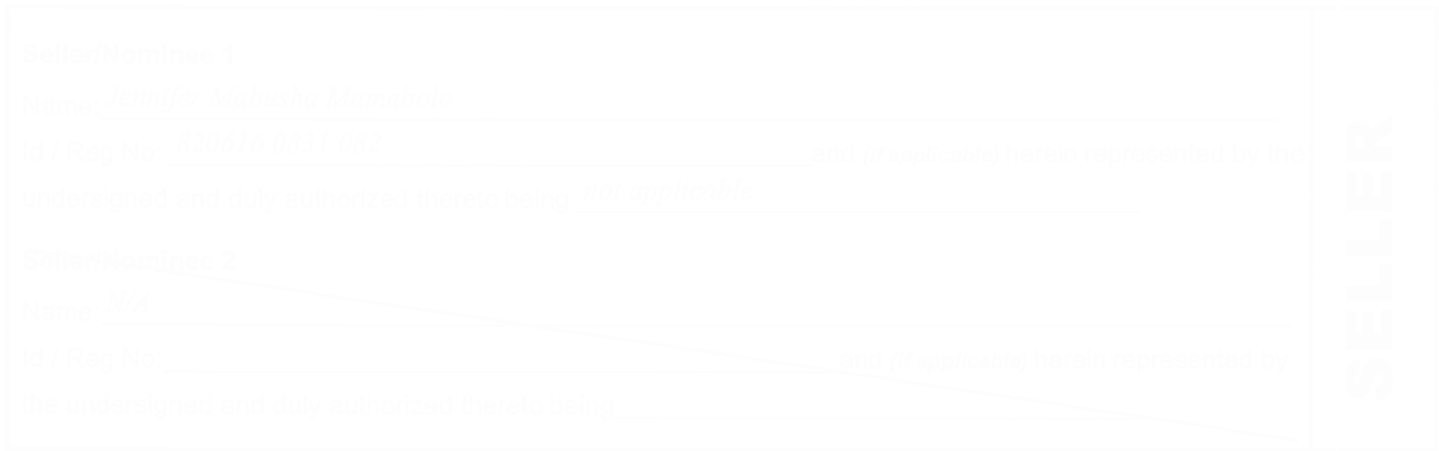


7. SELLER/NOMINEE DECLARATION

- The seller hereby declares that he/she has been the owner of the property for the past 8 years and has resided in it since July 2013.
- The nominee hereby declares that he/she has occupied the property for the past _____ years;



<p>The "Property"</p> <p>*SECTIONAL TITLE: Unit no: <u>2</u>, including an undivided share in the common property of the sectional title scheme known as: <u>SS Marloth Place, Scheme Number 808, Unit Nr 2</u></p> <p>Situated at: <u>Erf 277, nr 11 Marloth Street</u> <u>Nelspruit Ext</u></p> <p style="text-align: center;">OR</p> <p>*FULL TITLE: Erf No. _____ Suburb/Township _____</p> <p>Situated at: _____</p> <p>*Delete which is not applicable</p>	PROPERTY
--	-----------------

Seller or Nominee (tenant), if authorized (<u>Initial</u> in the spaces provided)		Yes	No	N/A
1	Are you aware of any defects in the roof to any structures on your property?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
2	Are you bound to a lease agreement with a tenant in respect of the property?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
3	Are you aware of any defects in any part of the plumbing system servicing of the property, including the supply of water to the property and the disposal of waste and/sewage and/ storm water?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
4	Are you aware of any defects in the heating and/or air conditioning systems, including air filters and humidifiers?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
5	If your property has a swimming pool, are you aware of any defects in the pool or the pool filtration system including, more particularly, leakage of water and/or inappropriate amount of air being drawn into the water reticulation system?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
6	Are you aware of any structural defects to the property and/or in the basement or foundations of the property, including cracks, bulges and/or subsidence?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
7	Are you aware of any boundary line disputes or any encroachments?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
8	Are you aware of any constructions on the property which have been made without proper approved building plans and/or proper permissions from the relevant local authority?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
9	Are you aware of any changes which your neighbors and/or near neighbors plan to make on your properties question mark?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
10	Are you aware of any municipal urban planning policies or permissions which are likely to impact significantly on the area in which your property is situated?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
11	Are you aware of circumstances on or conditions within the proximity of your property which are a source of regular nuisance (that is noise or smells) or threat to residents of your property?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
12	Are all fixtures and fittings on your property in good working order? This include items, (in no particular order) like electrical plugs and switches, doors and windows, ovens, hubs and extractors, hot water geysers and solar heating systems, garden/external lights and fountains, alarm systems and other security systems, automatic door and gate openers, remote and centrally controlled systems, intercom systems, doorbells, pool pump, pool filtration system, automatic pool cleaners, pool chlorinator, pool lights, gutter and pool pipes, irrigation system including computerized controls, air conditioners, underfloor or wall mounted heating systems, extractor systems.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
13	If any of the fixtures and fittings on your property are not in good working order, are you willing to fix such items so that on the day the Buyer of your property take occupation it will be in good working order?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Buyer 1

Buyer 2

Seller 1

Seller 2

14	Are you aware of any leakage or water penetration problems in any of the construction on your property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
15	Are you aware of any flooding problems on your property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
16	Are you aware of any significant defects in your property which you have caused to be repaired in the last 12 months?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
17	Do you know what the municipality has valued your property at for purposes of Rates and Taxes and are you happy with the valuation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
18	Is the property subject to a Home Owners Association?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
19	If your property is part of a sectional title development, are you aware of the possibility of a special levy being raised in the short to medium term?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
20	If your property is part of a sectional title development question or the finances of the Body Corporate in a sound condition?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
21	if your property is part of a sectional title development does their original developer have the right to return to the property and to construct any further buildings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
22	If your property is part of a sectional title development are you happy with the management of the body corporate?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
SELLER ONLY		
23	I am aware of boundary line disputes, encroachments or encumbrances, including a joint driveway.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
24	I am aware that any additions and/or improvements made to and/or any erections made on the property have been done or were made only after the required consents and/or permissions and permits to do so were properly obtained.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
25	I am aware that the structure on the property has been designated as a historic building. AND that a complete and approved copy of building plans is available and provided to a prospective buyer on date of registration	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
26	I am aware of defects in the gas installation / G-COC to be provided by Seller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
27	I am aware of defects in the electric fence / F-COC to be provided by Seller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
28	Do you have any reason to believe that the electrical supply to your property is inadequate for the property and ordinary use of the electrical appliance/system on your property? / E -COC to be provided by Seller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>

Buyer 1

Buyer 2

Seller 1

Seller 2

8. FIXTURES AND FITTINGS

The following list details the fixtures and fittings that are either included or excluded from the sale. The item(s) excluded but which the Owner is willing to consider selling at an additional consideration over and above the Mandate Price, are marked as NEG. All the below items will be supplied prior to transfer in fair condition, subject to wear and tear. Sold "Voetstoots" as specified on Page 8, Clause 8.2 in the Sale Agreement.

DESCRIPTION	INCL	EXCL	N/A	COMMENTS / DEFECTS (IF ANY)
Curtains	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
Curtain Rails / Pelmet/ Rods & Rings	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Circle what applicable
Blinds	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Awnings	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Light Fittings / Fans	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Oven / Stove	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	All in working condition
Hob	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Extractor Fan	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Kitchen and / or Bar Stools	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Garage Shelving (if fixed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Safe	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Burglar Alarm System / specified beams outside	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	All in working condition
Alarm System Remotes (Nr. of)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
TV Aerial / Satellite Dish	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	
Cycads (number and permits)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Solar Heating	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	All in working condition
Air Conditioners / Heaters	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition / when last serviced
Electric Gate Motor & Remotes (Nr. of)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Electric Garage Door Motor & Remotes (Nr. of)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Intercom System (Working)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	All in working condition
Wendy House (wooden / precast) / Jungle Gym	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Water Filtering System	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Wifi / ADSL / Fibre – or describe	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Other:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	
Other	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	
Other	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	

Buyer 1

Buyer 2

Seller 1

Seller 2

9. **FURTHER DETAILS RELATING TO ANY LATENT DEFECTS THE SELLER IS AWARE OF:** If the seller/nominee is aware of any latent defects, he/she can provide further information if he/she has personal knowledge thereof.

Additional information (if the seller/nominee has any personal knowledge on any items that is marked "yes")

Buyer/s

OFFER MADE BY ME/US at _____ on this _____ day of _____ 20 ²³	
Buyer 1: _____	Witness 1: _____
Name: _____	Name: _____
Buyer 2: _____	Witness 2: _____
Name: _____	Name: _____
Buyer's acknowledgement and confirmation	
The prospective buyer acknowledges receipt of a copy of this statement.	
The prospective buyer confirms that he/she was informed by the agent of he/her legal obligation to conduct a proper inspection of the property to establish the presence of any patent defects before make the offer.	
The prospective buyer confirms that he/she has been informed that he/she may employ the services of an expert to detect defects in and non-compliance aspects concerning the property at his/her own cost.	

Buyer 1

Buyer 2

Seller 1

Seller 2

ANNEXURE F – IMMOVABLE PROPERTY CONDITION REPORT

MANDATORY DISCLOSURE: CPA: CONSUMER PROTECTION ACT

THE AGENT MAY NOT ACCEPT A MANDATE TO SELL IMMOVABLE PROPERTY, UNLESS THE SELLER HAS COMPLETED THIS IMMOVABLE PROPERTY CONDITION REPORT.

1. OBJECTIVE AND INTRODUCTION

The estate agency is required to adhere to the requirements of the Property Practitioner’s Act, 22 of 2019 (PPA) and statutory obligations in terms of the Consumer Protection Act 68 of 2008 (CPA), as well as the general duty of care towards both the Seller and Purchaser, and therefore introduces this immovable property condition report as referred to in clause 8.2 of the pro-forma agreement (Defects and Voetstoots Clause).

The purchaser must take note of the legal principles contained herein as well as the extent and thenature of the disclosures made by the seller before an offer is made to the seller.

The CPA grants certain rights, guarantees and protective measures to a limited category of consumers. The purchaser will only be able to rely on the CPA’s protection if a property is sold by someone who trades in property in the normal course of his/her business (e.g., developer, speculator etc).

The seller confirms with his/her signature hereof, that the property is not sold in the normal course of business. As a result, the guarantee against patent and latent defects as contained in the Consumer Protection Act 68 of 2008 is not at the disposal of the purchaser.

The property is offered and sold voetstoots (as it is) in the current condition, nature, and extent as inspected and accepted by the purchaser, with the exception of normal wear and tear, from the date of this agreement to date of the transfer.

2. LEGAL STATUS AND PURPOSE OF THIS DOCUMENT

- 2.1. It sets out and advises the purchaser and the seller of the legal principles and their obligations regarding significant defects.
- 2.2. This report does not constitute a warranty of any kind or nature made by the seller, his/her nominee or the agent representing him/her to the purchaser relating to the existence, nature or extent of any defect. The seller discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the property may rely on such information when deciding whether, and on what terms, to purchase the property.
- 2.3. It is regarded as a complete written record of the significant defects disclosed by the seller to the purchaser. The seller is required to complete this report thoroughly, and hand it to the agent when the property is listed. The seller may appoint a nominee to make certain disclosures on his/her behalf (as set out in clause 9 below). If the seller does not wish to or is not in the position to complete this property report it will be deemed that he did not disclose any significant defects to the purchaser.
- 2.4. If the purchaser requires any warranty regarding the condition of any specific element of the property or the regulatory measures, such warranty must be addressed in detail in the offer to purchase.
- 2.5. The seller hereby authorises the agent to provide a copy of this document to any prospective purchaser before an offer is made.

Buyer 1

Buyer 2

Seller 1

Seller 2

3. THE PARTIES' RIGHTS AND OBLIGATIONS

3.1. Seller's obligation relating to significant defects

Although the property is sold "voetstoots", the seller has a legal and contractual obligation to disclose the significant defects he/she is aware of, to the purchaser. The voetstoots clause will only protect the seller from the significant defects he/she either discloses or are not aware of. The purpose of this document is to obtain a written record of the significant defects the seller is aware of to assist the purchaser in applying his/her mind before an offer is made.

3.2. Purchaser's obligation relating to defects

Before making an offer, the purchaser has a legal obligation to satisfy him-/herself, with the condition of the property by conducting a proper inspection, as far as it relates to defects other than those defects disclosed in this document, which includes but is not limited to, zoning, building plans and other regulatory measures.

Once entered into, the purchaser cannot cancel the agreement, claim a reduction in purchase price, has no claim against the seller or agent, cannot withhold registration or require that a retention be kept for:

- 3.2.1. any defects disclosed in this document;
- 3.2.2. defects detected by the purchaser or an expert on behalf of the purchaser after signature of this agreement;
- 3.2.3. defects the seller did not agree to repair as set out in the agreement or by way of addendum;
- 3.2.4. defects the seller was not aware of.

4. THE AGENT'S RESPONSIBILITIES

The agent/agency does not have any duty and does not purport to inspect the property or any regulatory measures for and on behalf of the purchaser or the seller.

The agent is not a supplier of property, but a supplier of an advisory service aimed at facilitating the conclusion of an agreement of sale between the seller and purchaser. The agent relies on the seller to disclose the defects as set out in this report. The agent/agency shall not be liable in any way, for any latent or patent defects to the property, including any regulatory measures e.g., building plans, zoning or compliance certificates or any other restrictions and shall not be liable for any damage the purchaser may suffer because of any defects.

If the agent assists the purchaser or seller to obtain any documentation regarding regulatory measures, building plans, sectional plans, specialist reports, compliance certificates, HOA/Body Corporate rules, title deeds etc. he/she merely acts as an intermediary and does not purport to have verified the correctness of the documentation or that the property is fit for the intended purpose.

5. DISCLOSURE BY A PERSON OTHER THAN THE SELLER

If the seller did not reside in the property for the past 12 months and does not feel comfortable to make a full disclosure relating to the latent defects, he/she may appoint a nominee (preferably the tenant/occupant) or expert as set out in clause 6 to inspect and/or disclose any defects and supply any additional information regarding items as set out on pages 4 and 5, below.

6. STATEMENT CONCERNING THE DEFECTS THE SELLER/NOMINEE IS AWARE OF

The seller(s) or their nominees declares that the information provided in this document is, to the best of his/her knowledge and belief, to be true and correct as on date of signature hereof.

Buyer 1

Buyer 2

Seller 1

Seller 2