

Harcourts

MANDATORY DISCLOSURE BY THE SELLER / OWNER OF THE PROPERTY

(Property Practitioners Act, No. 22 of 2019, Section 67)

This Disclosure forms an integral part of the Agreement of Sale, or Mandate or lease of this Property.

Property Owner's Name (Seller):

Sheridan Jane Callan Blem

Harcourts Property Practitioner's Name:

Rachelle Bartholomew

Concerning Property Address:

Erf 293 Cintsa

1. Disclaimer. This disclosure report concerns the immovable property situated at the address above (the "Property address"). This disclosure does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This disclosure should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2. Definitions. In this disclosure:

"to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

"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.

3. Disclosure of information. The owner of the Property 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. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this disclosure, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4. Provision of additional information. The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "Yes", "No" or "Not applicable". Should the owner have responded to any of the statements with an answer acknowledging a defect, the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5. Owner's certification. The owner hereby certifies that the information provided in this declaration is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this disclosure.

6. Certification by person supplying information. If a person other than the owner of the Property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this declaration and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this declaration.

7. Notice regarding advice or inspections. Both the owner as well as potential buyers of the Property may wish to obtain professional advice and/or to undertake a professional inspection of the Property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

8. Buyer's acknowledgement. The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the Property. The prospective buyer acknowledges receipt of a copy of this statement.

9. Receipt of a copy. The prospective buyer acknowledges receipt of a copy of this Disclosure / statement.

All Parties Initials

SB

[Signature]

10. The owner / representative. Please respond with "Yes" or "No" or "Not applicable" to all statements below concerning the Property.

- | | YES | NO | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Does the physical position of the boundary walls represent the true boundary of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Are there any interdicts, attachments, or usufructs on or over the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there any building restrictions or registered servitudes on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you possess copies of the approved building plans? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Are all Municipal, Body Corporate and Homeowners Association rates, taxes and levies settled? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the Property been used by the Seller as part of a VAT enterprise (VAT Act 1991) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Are you aware of any boundary line disputes, encroachments or encumbrances in connection with the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. The Seller warrants that: | | | |

- the dams are in good condition and all the necessary authority has been acquired and that they will be required to provide a certificate proving the rate at which the borehole pumps and warrants that the borehole pump and pipes are in working order. NIA
- the perimeter fence and gates and all internal paddocks are in good condition and will remain with the property. NIA
- the property has no registered servitudes over it. If so, they are alongside the one boundary
- the property has a permit to pump _____ of water from _____ NIA
- the water supply from _____ is reliable and may be used for domestic and agricultural use. NIA
- that the property has no labour tenant's interim of the Esta Act (No. 62 of 1997) and that the property has no land claims. NIA

9. The Seller confirms that the original Title Deed is available. In case of a "Lost Title Deed", the Seller will be liable for the cost of a replacement duplicate. The Seller of the property of which the title deed is lost, must without delay, sign an affidavit prepared by a conveyancer to apply for a replacement copy.

10. POPI ACT No. 4 of 2013:


- The Seller and Purchaser consent in terms of the POPIA to the collecting, storing and processing their personal information for the purpose of giving effect to this Disclosure document and any matters ancillary thereto;
- The Seller agrees that the personal information referred to above may be shared with prospective Purchasers of the Property and any other role players, including but not limited to Company's internal staff;
- The Company shall retain the parties' personal information for only as long as is necessary to give effect to the Agreement of Sale and to comply with any legislation *et al* CPA, FICA and the PPA 22 of 2019;
- The Parties to this Disclosure have the right of access to the collection, processing and or retention of their personal information on legitimate grounds and have the right to request that personal information be corrected if it is inaccurate, or deleted after the purpose for which it was collected, being fulfilled.

11. Provision of additional information

Should the owner of the Property responded to any of the statements with an answer acknowledging a defect, the owner shall be obliged to provide a full explanation as to the response to the statement concerned.

 _____ NIA

All Parties Initials

SB 

SIGNED at Cintra THIS 30 DAY OF January 20 23

OBEM
OWNER / SELLER OR AUTHORISED REPRESENTATIVE

Name: Rachelle Bartholomew
PROPERTY PRACTITIONER

Signature [Handwritten Signature]

- Registered with the PPRA and a holder of a valid Fidelity Fund Certificate
- ~~In the Capacity of: Principal / Full status property practitioner / Candidate property practitioner~~
- Under supervision of Full status property practitioner: NA

SIGNED at _____ THIS _____ DAY OF _____ 20 _____

PURCHASER OR AUTHORISED REPRESENTATIVE

Name: _____
PROPERTY PRACTITIONER

Signature _____

- Registered with the PPRA and a holder of a valid Fidelity Fund Certificate
- In the Capacity of: Principal / Full status property practitioner / Candidate property practitioner
- Under supervision of Full status property practitioner: _____

FRANCHISEE PROPERTY PRACTITIONER'S DISCLOSURE OF DETAILS

Name of Franchisor: The Property Referral Network (Pty) Ltd T/A Harcourts Real Estate (SA)

Name of Franchisee: D T Gouws Properties CC T/A Harcourts Cornerstone

Registration No: 2003/077620/23

Director & Principal: Lance Gouws

Registered with the: PPRA (PPRA Ref. No. F116152)

Trust Account: The Franchisee Property Practitioner operates a Trust Account.

Contact Information: cornerstone@harcourts.co.za Tel no. 043 743 1410

Physical Address: 32 Bonza Bay Road, Beacon Bay North, East London

All Parties Initials

OB [Handwritten Initials]