

Mandatory Disclosure / Seller Declaration
Clause 67 of The Property Practitioners Act (No 22 of 2019)

The Owner hereby certifies that the information provided in this report, is to the best of the Owner's knowledge and belief, true and correct as at the date of this report. I/We warrant that no other known material defects to the building or its accessories other than those listed below, are known to me/us. This property report concerns the immovable property situated at:

96 DUCKINGHAM ROAD, KLOOF

and does not constitute a guarantee or warrant of any kind by the Owner of the Property or by the Property Practitioners representing that owner in any transaction. This report, 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.

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 statement, and to disclose any information contained in this statement, to any person in connection with the actual or anticipated sale of the property.

The Owner represents that to the best of his/her knowledge the responses on the statements in respect of the property contained herein have been accurately noted as "yes" or "no" or "not applicable". Should the Owner have responded to any of the statements with a "yes", the Owner shall be obliged to provide, in the additional comments area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

Definitions:

In this form -

- 1. "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
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 impaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

Table with 4 columns: Question, YES, NO, N/A. Contains 14 rows of property inspection questions with handwritten responses.

Initial: [Handwritten signatures]

| | | | |
|---|--------------------------------------|-------------------------------------|--------------------------------------|
| 15. Are there any structural defects that you are aware of e.g., Cracks in walls, floor slab/foundations or any settlement of any kind? | YES | <input checked="" type="radio"/> NO | N/A |
| 16. Are there any burns, stains, tears or badly work areas relating to the fitted carpets? | YES | <input checked="" type="radio"/> NO | N/A |
| 17. Are all built-in cupboards intact? | <input checked="" type="radio"/> YES | NO | N/A |
| 18. Are all door handles and window catches in working order? | <input checked="" type="radio"/> YES | NO | N/A |
| 19. Does the physical position of the present boundary fence/walls represent the true boundary of the property? Are there any boundary line disputes, encroachments or encumbrances? | YES | NO | <input checked="" type="radio"/> N/A |
| 20. Are there any interdicts, attachments or usufruct on or over the property? | YES | <input checked="" type="radio"/> NO | N/A |
| 21. Are there any building restrictions or registered servitudes on the property? | YES | <input checked="" type="radio"/> NO | N/A |
| 22. Do the building improvements and solid roofed areas, e.g., Carports, conform to the registered building plans? (After required consents, permissions and permits to do so). | YES | NO | <input checked="" type="radio"/> N/A |
| 23. Do you possess copies of the building plans? | YES | <input checked="" type="radio"/> NO | N/A |
| 24. Settlement of all Municipal Accounts, i.e., Rates, levies and service charges will remain the Seller's responsibility until assumed by the Purchaser in terms of the provisions of the Agreement of Sale. | <input checked="" type="radio"/> YES | NO | N/A |
| 25. The above property has/has not been used by the Seller as part of a VAT enterprise as defined in the VAT Act of 1991. | YES | <input checked="" type="radio"/> NO | N/A |
| 26. The property is subject to a lease. If yes, date of expiry: | YES | <input checked="" type="radio"/> NO | N/A |
| 27. The Seller hereby warrants that he/she is a South African resident as defined in the Income Tax Act | <input checked="" type="radio"/> YES | NO | N/A |
| 27. The Seller hereby warrants that he/she is a South African resident as defined in the Income Tax Act. | YES | NO | N/A |

Additional Comments:

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| 1. TILES IN FLAS CONVERSION HAVE LIFTED. |
| 2. GENERATOR IN GARAGE INCLUDED. |
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Notice regarding advice or inspections:

Both the Owner as well as the potential Purchasers 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 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.

Purchaser's Acknowledgement

The prospective Purchaser 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. This will be for the cost of the prospective Purchaser.

The prospective Purchaser acknowledges receipt of a copy of this statement.

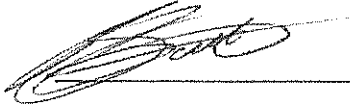
Signed at _____ on this 16 day of August 2022

Time: _____ h _____

Initial:

MR BRADLEY BALLACHE

Seller:



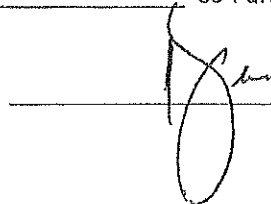
Co-Seller:



Purchaser:

Co-Purchaser:

Property Practitioner:



A. BALLACH

Initial: _____