

MANDATORY DISCLOSURE

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY

1 Disclaimer

This condition report concerns the immovable property situated at

38 Rophia Cr.

(the "Property"). This report 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 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.

2 Definitions

In this form -

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

2.2 "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.

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 statement, 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 a "yes", 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 Statements in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof		✓	
I am aware of the defects in the electrical systems		✓	
I am aware of the defects in the plumbing system, including in the swimming pool (if any)	✓		
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			✓

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TRILIBY PROPERTIES (Pty) Ltd t/a Lew Geffen Sotheby's International Realty - Zululand
 CK 2016/018233/07 | VAT 4670277302 | www.sothebysrealty.co.za

Registered with the PPRA: F142892

Directors: Dominique Smith Devlin Foxcroft Joni Mallett Philip Myburgh

I am aware of the defects in the septic or other sanitary disposal systems		✓	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps		✓	
I am aware of structural defects in the Property		✓	
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property		✓	
I am aware that remodelling and refurbishment have affected the structure of the Property		✓	
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.		✓	
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site		✓	
ADDITIONAL INFORMATION			
Plumbing to the Second Geyser and family bathroom is incomplete			

6 Owner's certification

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 when the owner signs this report.

7 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 report 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 report.

8 **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.

9 **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.

10 **Signatures**

Signed at Mtunzini on 5th October 2023

Signature of owner 

Signature of purchaser _____

Signature of property practitioner 

OPEN MANDATE

ENTERED INTO BY AND BETWEEN

Trilby Properties (Pty) Ltd
t/a
Lew Geffen Sotheby's International Realty Zululand
("The Agency")

AND

Mr Sianyaka John
("The Seller")

Personally, alternatively as the duly authorised representative of:
(full name of legal entity)

INTRODUCTION

The Seller owns the property situated at: 38 Raphia Crescent Mtunzini

(hereinafter referred to as "the Property")

I hereby grant the Property Practitioner the right to sell the above Property and to find a willing and able purchaser therefor on the following terms and conditions.

Alternatively

I, as duly authorised representative of The Seller, hereby grant the Property Practitioner the right to sell the interests in the Company/Close Corporation (or the Property out of the entity, if this arrangement is more suitable to me), on the following terms and conditions:

1. Hereby instruct the Property Practitioner to procure a willing and able purchaser for the Property described above for no less than:

R. 1950 000 gross
net 1815 000 net

or such other price mutually agreed upon by the purchaser and myself on the terms contained herein and the Property Practitioner's standard Offer to Purchase document whereupon this mandate shall be deemed to have been fulfilled.

2. The mandate shall commence on _____
3. Commission at a rate of 6 % plus VAT, thereon shall be payable to the agent by the Seller in the following circumstances and be calculated:

- 3.1 on the sale price should the Seller within a period of 3 months from the end of the mandate period, sell the Property to any Purchaser who was *introduced to the Property or the Seller* by the agent during the period of this mandate *regardless of whether such introduction was the effective cause of the sale*. In other words, and if the agent can prove that he/she introduced the Purchaser during the period of the mandate, the Seller will have to pay the agent's commission. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he may receive during the 3-month period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent.
- 3.2 on the sale price should the Seller after the 3 months from the date on which the mandate period ended, should the seller sell the Property to any Purchaser who was *introduced to the Property or the Seller* by the agent during the mandate period where such introduction was the effective cause of the sale. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he/she may receive during the period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent and whether the agent can prove that the introduction was the effective cause of the sale.
- 3.3 on the sale price should the agent during the period of the mandate produce to the Seller an Offer to Purchase for the Property from a willing and able Purchaser at the full mandate price and shall be paid in full to the one of them who actually produced the offer. In other words, as long as the offer is at the full mandate price and as long as the Purchaser is properly financially qualified to purchase, the Seller will have to pay commission to the agent even though the Seller might decide not to accept the offer and/or not sell the Property.
4. The seller undertakes to:
- 4.1 Allow the agent or any Purchaser interested in the property access to the property at all reasonable times.
- 4.2 Advise the agent immediately of any offers made to purchase the property or any conditions that may affect the sale of the property.
- 4.3 Provide the agent with all information required to sell the property including but not limited to:
- 4.3.1 details of any existing mortgages or liens on the property
- 4.3.2 any zoning or environmental regulations that may affect the property
- 4.3.3 details of any structural alterations made to the property
- 4.5 Allow the agent to exhibit a SOLD sign on the property upon conclusion of the sale in terms of this mandate.
- 4.6 Notify the agent in writing of any change of address, telephone number or other contact details.
5. The full terms of the sale shall be those contained in the Property Practitioner's standard sale document handed to me upon an offer having been obtained.
6. I, the Seller, hereby agree to let the Property Practitioner make use of parameter advertising, the import of which has been explained to me. Any deviation to the marketing strategy as agreed will be at the discretion of the Property Practitioner in accordance with the current market conditions.
7. Should I be acting in a representative capacity on behalf of a Trust, Company of Close Corporation, I warrant that I have the necessary authority to enter into this mandate. Should I breach this warranty, I accept that I may be held liable to **The Agency** in my personal capacity.
8. I understand that if **The Seller** is an entity whose annual turnover or asset value exceeds R2 000 000.00 (Two Million Rand), the Consumer Protection Act does not apply to this Mandate. In any other instance, I am aware that this Mandate is considered a fixed term contract as defined in the Consumer Protection Act. Should the CPA apply to this mandate then I am aware that I may terminate by giving 20 (Twenty) business days' notice. In this event, I shall be liable to **The Agency** for the cost of advertising my

Property (which shall constitute a reasonable fee as contemplated in the Act).

9. I hereby confirm that this Mandate has not been entered into as a result of direct marketing and the terms hereof have been fully explained to me.
10. This mandate constitutes the entire agreement between the parties and no alteration or variation hereof shall be of any force or effect unless reduced to writing and signed by both parties.
11. This mandate shall be governed by and construed in accordance with laws of Republic of South Africa.
12. The Parties agree that any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa.

TRILBY PROPERTIES (PTY) LTD t/a Lew Geffen Sotheby's International Realty Zululand DECLARATION REGARDING PRIVACY OF YOUR PERSONAL INFORMATION

In assisting with and facilitating this Mandate and performing our responsibilities in terms of the mandate, we are required to collect and process (including the sharing thereof, as necessary) certain of your personal information. We respect and protect the personal information that we collect from you as is required in terms of the Protection of Personal Information Act 4 of 2013. Read our Privacy Policy on our website at www.sothebysrealty.co.za for more details.

Signed at Mtunzini on this day 5th of October 2023

Mr Sianyaka John

(Seller's Name)

[Signature]

(Seller's Signature)

(Seller's Name)

(Seller's Signature)

