

Mandatory Disclosure - Lease Agreement

In terms of Section 67 of the Property Practitioners Act 22 of 2019 (see below) the attached Mandatory Disclosure form must be completed by **Landlords**.

67. (1) A property practitioner must:

(a) not accept a mandate unless the seller or **lessor** of the property has provided him or her with a fully completed and signed mandatory disclosure in the prescribed form; and

(b) provide a copy of the completed mandatory disclosure form to a prospective purchaser or **lessee** who intends to make an offer for the purchase or **lease** of a property.

(2) The completed mandatory disclosure form signed by all relevant parties must be attached to any agreement for the sale **or lease** of a property, and forms an integral part of that agreement, but if such a disclosure form was not completed, signed or attached, the agreement must be interpreted as if no defects or deficiencies of the property were disclosed to the purchaser.

(3) A property practitioner who fails to comply with subsection (1) may be held liable by an affected consumer.

(4) Nothing in this section prevents the Authority from taking action against a property practitioner or imposing an appropriate sanction.

(5) Nothing in this section prevents a consumer, for his or her own account, from undertaking a property inspection to confirm the state of the property before finalising the transaction.

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

As per **Section 67 and Section 36** of the Property Practitioners Act and Regulations:

1. **Disclaimer**

This condition report concerns the immovable property situated at:

- 1.1 Erf number: 5643
- 1.2 Township: Langebaan
- 1.3 Street address: 90 Main Street, Middledorp, Langebaan (Unit 3)

(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 / rental 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 and 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.

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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 the 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 air filters and humidifiers.			✓
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.		✓	

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Additional Information:

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 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.

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10. Signatures

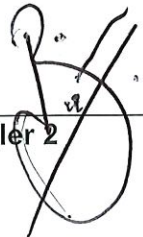
Signed at _____ on _____ 20 _____

Seller 1  _____

Witness

Witness

Signed at _____ on _____ 20 _____

Seller 2  _____

Witness

Witness

Signed at _____ on _____ 20 _____

Purchaser 1

Witness

Witness

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Signed at _____ on _____ 20 _____

Purchaser 2

Witness

Witness

Signed at _____ on _____ 20 _____

The Property Practitioner
(on behalf of and duly authorised)

Witness

Witness

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