

ANNEXURE K (if applicable) to the St Francis Links Sale Agreement

MANDATORY DISCLOSURE

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

1 Disclaimer

This condition report concerns the immovable Property situated at as per clause 3 of the Schedule of Information hereto. This report does not constitute a guarantee or warranty of any kind by the Seller 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 Seller 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 Seller 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 Seller represents that to the best of his 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 Seller have responded to any of the statements with a "yes", he 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

ITEM	ANY DEFECT THAT THE SELLER IS AWARE OF	YES	NO	N/A
a	I am aware of the defects in the roof			
b	I am aware of the defects in the electrical systems			
c	I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
d	I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
e	I am aware of the defects in the sanitary disposal systems			
f	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			
g	I am aware of structural defects in the Property			
h	I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
i	I am aware that remodelling and refurbishment have affected the structure of the Property			
j	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.			
k	I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

The Property is sold inclusive of all fixtures and fittings, which the Seller warrants are fully paid for and included in the Purchase Price of the Property. In no way detracting from the generality of the aforesaid, it is specifically recorded that the sale of the Property includes the specific fixtures and fittings recorded below:

[illegible]

SIGNED by the **SELLER** at _____ this _____ day of _____ 20____

3.

4.

this day of 20

10.

11.

Full name of **PURCHASER** or duly authorised representative

Signature of **PURCHASER** or duly authorised representative who warrants that he/she is duly authorised and accepts liability as set out in clause 16 of the Conditions of Sale, the content of which he/she is fully acquainted with.

SIGNED by the **PROPERTY PRACTISE** at _____ this _____ day of _____ 20____

.....
PRINCIPAL PRACTITIONER SIGNATURE

Practitioner's FFC:

Practice's FFC: