

IMMOVABLE PROPERTY CONDITION REPORT (IPCR)

As required by section 67 of the PPA

Before an agent can market or sell immovable property

This IPCR contains important information the seller and purchaser must be aware of before they contract.

1. The two-fold objective of this report

1.1. Disclosure of defects

The Property Practitioner's Act, 22 of 2019 (PPA) requires the seller to disclose certain defects in a prescribed format, the Immovable Property Condition Report (IPCR) (herein called 'the report'), if an estate agent is appointed to market a property. The estate agent must obtain this completed and signed report from the seller before he/she is legally permitted to accept a mandate to market the property.

1.2. General legal information

The PPA read with the Consumer Protection Act 68 of 2008 (CPA), requires the estate agent to act with a general duty of care towards both the seller and purchaser, and to create consumer awareness by providing information to enable the purchaser and seller to limit their risks.

2. This report relates to the following property:

Sectional title: Unit no.: 37 Sectional title scheme known as: Deo Gratia (SS1047/2003) OR	PROPERTY
Full title: Portion: (if applicable), Erf no.: 11 Suburb/Township: La Montagne OR	
Farm: Portion: (if applicable), of the Farm known as OR	
Agricultural Holding: Portion: (if applicable) Holding ,	

Registered in the Deeds Office situated in Pretoria

*251 Albertus Street, La Montagne

3. Report made by

Seller One Name: ESALI TSHIRORUKATI MUKHELO ID/Reg. no.: 8601235594089 and (if the seller is a company, close corporation, or a trust) herein represented by the undersigned duly authorised thereto being Seller Two Name: ID/Reg. no.: and (if the seller is a company, close corporation, or a trust) herein represented by the undersigned duly authorised thereto being and/or 3rd party declaration [Nominee (Tenant/Occupant) or Fiduciary (Executor etc)] If the seller cannot disclose defects in the property, a third party can complete this report. This report was completed by: Name: in his/her capacity as	SELLER/NOMINEE
--	----------------

Purchaser	Seller	Agent	Witness
1	E.T. Mukhele		
2			

The seller **is indemnified** against claims for those defects:

- Disclosed in this report, unless he/she contractually agrees to attend thereto.
- He/she was not aware of.
- Which are not required to be disclosed.

The seller **is not indemnified** against claims for defects

- Required to be disclosed but were not.
- Covered by written contractual warranties.
- Contractually undertaken to be repaired.
- Concealed to deceive the purchaser.

If the seller does not complete and sign the report, it is deemed that no defects were disclosed, and the seller can be held liable in certain cases. It is in the best interest of the seller to make a full disclosure of the defects.

The purchaser has a legal obligation to satisfy him-/herself about the condition of the property before making an offer. The purchaser must examine the report and conduct a proper inspection of the property. This inspection should cover physical as well as regulatory measures.

If the purchaser is not satisfied with the condition of the property or the regulatory measures, but still wants to proceed with the transaction, he/she must address these issues in the offer. The seller can elect to accept or reject any of these terms.

The purchaser can:

- make a lower offer,
- require the seller, in the offer, to repair certain defects
- request a contractual warranty in the offer.

Once the offer is accepted by the seller, the contract is concluded and the purchaser cannot:

- | | | |
|---|---------------|--|
| <ul style="list-style-type: none"> • cancel the agreement, • claim a reduction in the purchase price, • institute claim against the seller or agent, • insist that registration is withheld, • require that a retention be kept. | } For defects | <ul style="list-style-type: none"> • disclosed in the IPCR • detected after the offer is made • the seller did not agree to repair • the seller was not aware of |
|---|---------------|--|

8. Purchaser's right to advice or inspection

The purchaser is entitled, at his/her own cost, to appoint an expert and/or person with technical skills and knowledge to detect defects which include regulatory measures and non-compliant aspects concerning the property, before making an offer.

A report from an expert does not absolve the purchaser from his/her obligation to conduct a proper inspection of the property to detect defects. The seller is not required to repair any defects contained in a report by an expert, unless it was agreed to.

9. Voetstoots

If the property is sold "voetstoots" (as is), it entails that the seller is indemnified against claims for defects he/she was not aware of or was not required to disclose. The seller will not be protected if he/she fails to disclose the defects as required by law.

10. Restrictions on the property

The purchaser must, before making an offer, establish whether there are any possible restrictions which will impede the intended use of the property. If the purchaser makes an offer, it is deemed that he/she is satisfied with the applicable restrictions. Such restrictions may derive from the title deed, The Body Corporate/HOA rules, or the relevant Town planning scheme.

	Purchaser	Seller	Agent	Witness
1				
2				

11. Compliance certificates

The seller must deliver the *statutory compliance certificates* for the electrical, electric fence and permanent gas installation required by the relevant regulations promulgated in terms of the Occupational Health and Safety Act, Act 85 of 1993 at his/her cost.

The seller must repair all defects and replace all items that are required to obtain the statutorily required compliance certificates.

The seller is not obliged to deliver any *other certificate*, e.g., borehole, lightning conductor, fire retardant, at his/her cost unless the purchaser requested it in the offer and the seller agreed thereto. There is no obligation on the seller to repair any defect contained in these other certificates unless the seller agreed to deliver it.

12. The estate agent's responsibilities

The agent/agency does not have any duty and does not purport to inspect the property or regulatory measures for and on behalf of the purchaser or seller. If the agent assists the purchaser or seller to obtain documentation regarding regulatory measures, building plans, sectional plans, specialist reports, compliance certificates, HOA/Body Corporate rules, title deeds etc., he/she merely acts as an intermediary and does not purport to have verified the correctness of the documentation or that the property is fit for the intended purpose.

13. Disclosure made by seller or 3rd party

The seller/signatory declares that he/she resided in the property for the past 3 years and 1 months.

The property was registered in the seller's name on 24/08/2022.

This report is therefore: (Tick option)

- ☐ **A full disclosure** made by the seller relating points 1 -17; or
- ☐ **A partial disclosure by** the seller and/or a nominee (e.g., tenant) as far as defects fall within their personal knowledge.
- ☐ **No disclosure** as the signatory is only acting in a fiduciary capacity, e.g., proxy, executor, curator etc. and has no knowledge of the property.

If the signatory hereof is a nominee or did not reside in the property him/herself, the purchaser should take extra care with the inspection of the property.

14. Statement concerning the defects the seller/nominee is aware of

The seller(s) or their nominees declare that the information provided in this report is, to the best of his/her knowledge and belief, true and correct as on the date of signature hereof.

I, the seller/nominee, declare that "I am aware" of the following defects (if applicable) to:	Yes	No	N/A
1. The roof	☒	☐	☐
2. The electrical system	☐	☒	☐
3. The plumbing system	☐	☒	☐
4. The gas installation	☐	☐	☒
5. The electric fence	☐	☒	☐
6. The swimming pool	☐	☐	☒
7. The heating and/or air-conditioning system, including air filters and humidifiers.	☐	☐	☒
8. The septic system or other sanitary disposal system.	☐	☒	☐
9. Any power generating system installation (Solar/Invertor/Generator)	☐	☐	☒
10. The irrigation system.	☐	☒	☐

Purchaser	Seller	Agent	Witness
1			
2			

I, the seller/nominee, declare that "I am aware" of the following defects, (if applicable) to:	Yes	No	N/A
11. The property and/or in the basement or foundation of the property, including cracks, seepage, and bulges. Other 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.	☐	☒	☐
12. Structural defects to the property.	☐	☒	☐
13. Remodelling or refurbishment which has affected the structure of the property.	☐	☒	☐
14. Regulatory measures where additions, improvements or erections were made without first obtaining the required consent and/or permissions and/or building/sectional plan approvals or zoning and permits to do so.	☐	☒	☐
15. Boundary line disputes, encroachments, or encumbrances, including a joint driveway.	☐	☒	☐
16. Structures on the property which had been designated as a historic building or qualify to be classified as a historical building.	☐	☒	☐
17. I am aware of any listed invasive vegetation species on the property.	☐	☐	☒

15. Further details relating to any defects the seller/nominee is aware of:

Full explanation of the defects marked as "yes".

Giser Bruck has been Replaced but ceiling not yet fixed. Trunk door not fitted back.

16. Other defects the seller/nominee is aware of:

If the seller/nominee is aware of any other defects required to be disclosed which does not fall under the categories set out above, same must be set out below (including an explanation of said defect):

17. The Consumer Protection Act 68 of 2008 (CPA)

The CPA grants certain rights, guarantees and protective measures to a limited category of consumers. The purchaser can only rely on the CPA's protection if a property is sold by someone who trades in property in the normal course of his/her business (e.g., developer, speculator etc.).

The seller confirms, with his/her signature hereof, that the property is not sold in the normal course of business. As a result, the guarantee against patent and latent defects as contained in the CPA is not available to the purchaser.

	Purchaser	Seller	Agent	Witness
1		<i>E.T. [Signature]</i>		
2				

The parties agree that this report may be signed electronically by affixing an electronic signature, or confirmation via email prior to incorporation into any agreement. If this report was sent to the purchaser's email address, it will be deemed to have been received. If this report is incorporated into the agreement of sale, it must be signed in wet ink.

SIGNED/SENT BY ME/US at <u>14-MONTASTRE</u> on <u>23 / 09</u> 20 <u>25</u> (at time of listing)		SELLER
<u>E.T. Reynolds</u> Seller 1 (or Nominee) Seller 2		
- The seller undertakes to inform the agent in writing if and when he/she becomes aware of any other defects required to be disclosed other than those already disclosed herein before accepting any offer the agent may present. - The seller hereby authorises the estate agent to supply this report to any prospective purchaser before an offer is made. - If signed by a nominee, the nominee certifies that he/she is either authorised by the seller, or is legally authorised to complete and sign this report.		

RECEIVED ME/US at _____ on _____ 20 ____ (Prior to making the offer)		PURCHASER
 Purchaser 1 Purchaser 2		
Signature of receipt only required if report was handed and not mailed		

The agent acknowledges receipt of this disclosure form when mandated to market the property.		AGENT
 Agent Date		

This Report is hereby incorporated into the agreement on _____ 20 ____ (at time of signature of agreement) as Annexure _____.		PARTIES
<u>E.T. Reynolds</u> Seller 1 Purchaser 1		
 Seller 2 Purchaser 2		
- The seller confirms the information supplied in this report has not significantly changed between the time of initial completion and the date of the agreement of sale. - If the seller becomes aware of any defects which were not initially disclosed, he/she must inform the estate agent in writing and this report must be supplemented and supplied to the purchaser to give the purchaser the opportunity to amend the offer, if required.		