



**CONDITIONS OF SALE
 («FILE_TYPE») BY PRIVATE TREATY**

Made and entered into by and between:

«FILE_TYPE» «MATTER_NAME» «OTHER_SELLERS»

Hereafter referred to as the “SELLER”

and

Hereafter referred to as the “PURCHASER”

Whereby the **SELLER** agrees to sell the immovable **PROPERTY** (as indicated in clause 1.3 hereunder) together with the improvements thereon to the **PURCHASER**, who purchases from the **SELLER** on the terms and conditions as set out in this agreement.

Whereby it is agreed as follows:-

1. DEFINITIONS

In this agreement unless inconsistent with the context, the following expressions shall have the meanings set forth against them, namely:-

1.1. The “SELLER” shall mean:

Name: **«OTHER_SELLERS»**

«Name__Surname_from_DIRECTORSTRUSTEES»

In his/her/their capacity as **«SELLER_CAPACITY»** of the **«FILE_TYPE»** of:

«MATTER_NAME»

Master’s Reference: **«Masters_Ref_No_from_Files_2»**

Income tax/ VAT: **«VAT_NO»**

Physical Address: **«CLIENT_ADDRESS»**

Tel no: **«CONTACT_PERSON_TEL»**

Fax no: **N/A**

Email: **«CONTACT_PERSON_EMAIL»**



1.2. The “PURCHASER” shall mean:

Name:

Registration/ ID no:

Marital Status:

Income tax/ VAT:

Physical Address:

Postal Address:

Tel no:

Fax no:

Email:

1.3. The “PROPERTY” shall mean:

Erf description: **«LEGALDESCRIPTIONENGINE_NO»**

Known as: **«UNIQUE_DESCRIPTION»**

Local Municipality: **«MUNICIPALITYKMHS»**

In extent of: **«EXTENT»**

Held under Title Deed No: **«TITLEDEEDVIN»**

1.4. The “AGENT” or “AUCTIONEER” shall mean:

Agency: **ELITE AUCTIONS**

Email: **INFO@ELITEAUCTIONS.CO.ZA**

Mobile: **071 424 9489 / 084 501 1166**

PPRA Cert No: **2023134113**

1.5. The “DATE OF ACCEPTANCE” shall mean:

The date of signature of this agreement by the **SELLER**.

1.6. The “SIGNATURE DATE” shall mean:



The date of signature of this agreement by the **PURCHASER**.

1.7. In this agreement, unless the context otherwise requires:

- 1.7.1. The masculine gender includes the feminine gender and vice versa;
- 1.7.2. Both masculine and feminine genders include the neuter and vice versa;
- 1.7.3. The singular includes the plural and vice versa.

1.8. It is recorded that:

- 1.8.1. The **SELLER** has agreed to sell the **PROPERTY** to the **PURCHASER** upon certain terms and conditions;
- 1.8.2. The parties wish to record the terms of such agreement.
- 1.8.3. Headings of clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of the agreement.

2. SALE

2.1. The **SELLER** hereby sells the **PROPERTY** to the **PURCHASER**, subject to the conditions set out herein and as prescribed by the applicable law, who purchases from the **SELLER**.

3. PURCHASE PRICE

3.1. The purchase price is the sum of R.....
(.....)

~~INCLUSIVE~~ / **EXCLUSIVE** of Value Added Tax ("VAT") (if applicable), which shall be paid to the **SELLER** upon registration of transfer, and which shall be secured, pending registration of transfer, in the following manner:

3.2. A cash deposit of «**Deposit**» of the **PURCHASE PRICE** is payable on **SIGNATURE DATE**, by the **PURCHASER**, into the trust account of the **AGENT**, managed by the **AGENT**, for the benefit of the **SELLER**. Notwithstanding this the **SELLER** may direct into which trust account the deposit should be paid. The **PURCHASER** consents to the **SELLER** utilizing the deposit to pay the outstanding levies, rates and taxes and any other expenses, including the Agent's Commission, relating to the transfer of the property.

3.3. The deposit shall be non-refundable, except in the instance where the sale is not accepted by the **SELLER** in which event all monies paid by the **PURCHASER** to the **SELLER** in terms hereof shall be refunded to the **PURCHASER**.

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3.4. The balance of the purchase price shall be paid upon registration of transfer of the **PROPERTY** in the name of the **PURCHASER**, and pending registration of transfer, shall be secured by means of a suitable guarantee issued by a Financial Institution acceptable to the **SELLER**. The said guarantee shall be delivered to the **CONVEYANCER** appointed in terms of clause 6 ("**CONVEYANCER**") within «**Guarantees_Days**» days from the **DATE OF ACCEPTANCE**, which guarantee shall be payable free of exchange.

3.5. The **SELLER & PURCHASER** hereby irrevocably instruct and authorize the recipient to invest the trust amount in an interest-bearing trust account, such as contemplated in terms of Section 86 (4) of the Legal Practice Act, Act 28 of 2014 where the interest accrues for the benefit of the **SELLER**.

3.6. The **PURCHASER** acknowledges that he is aware that the **CONVEYANCER** will only be in a position to give effect to this mandate once he, the **PURCHASER**, has furnished the **CONVEYANCER** with documents, to be requested by the **CONVEYANCER**, in terms of the Financial Intelligence Centre Act, Act 2001.

4. COSTS OF TRANSFER

4.1. The **PURCHASER** shall be liable, in addition to the Purchase Price, for all costs of registration of Transfer of the **PROPERTY** including but not limited to: (if applicable) transfer duty, revenue stamps, mortgage loan costs, attorney's fees, deeds office registration fees, such proportion of the assessment rates levied by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association or Body Corporate (all from the **DATE OF ACCEPTANCE** of this offer until date of registration of Transfer), which amounts shall be paid immediately upon demand by the **CONVEYANCER**, to the **CONVEYANCER**, and the conveyancing shall only commence after such costs have been paid by the **PURCHASER**.

4.2. The **PURCHASER** shall furthermore, in addition to the **PURCHASE PRICE**, be responsible for the payment of **VAT** should the above **SELLER** be a registered **VAT** vendor, regardless of whether he was aware of this fact on date of signature hereof by himself.

5. INTEREST

5.1. The **PURCHASER** will pay interest on the balance of the purchase price from **DATE OF ACCEPTANCE** to date of registration of transfer calculated at **12% (Twelve Percent)** per annum, both days inclusive. The interest will be payable monthly in



advance before or on the first day of each month, the first payment to be made on the first day of the month following the **DATE OF ACCEPTANCE**. Payment of the interest will be effected to the **CONVEYANCER**. Should the purchaser so elect, he/she may deposit the balance of purchase price with the Conveyancer within 72 hours of acceptance, on which event there shall be no interest payable by the purchaser. No interest will be payable by the **PURCHASER** on vacant stands.

6. TRANSFER

6.1. Transfer shall be effected by the **CONVEYANCER** nominated by the **SELLER** and shall be given to and taken by the **PURCHASER** after the **PURCHASER** has complied with clauses 3, 4 and 5 hereof.

6.2. The **CONVEYANCER** as nominated by the **SELLER** shall be:

«CONVEYANCERDRIVE»

6.3. The **PURCHASER** shall sign all documents necessary to effect transfer of the **PROPERTY** into the name of the **PURCHASER** immediately upon request by the **CONVEYANCER**.

7. DELIVERY

7.1. Delivery of the **PROPERTY** will be deemed to be given to the **PURCHASER** and the **PURCHASER** shall be obligated to take delivery thereof on the date on which the guarantees referred to in clause 3.4 is delivered ("**DELIVERY DATE**"). From the **DELIVERY DATE**, the **PURCHASER** shall be liable for all consumption charges, insurance premiums and/or fees payable in the respect of the **PROPERTY**. Should the **SELLER** have made any payment of such nature for a period after the date of possession, he shall be entitled to a refund thereof pro-rata to the period of prepayment.

7.2. The risk in and to the **PROPERTY** shall pass to the **PURCHASER** upon the **DELIVERY DATE**. Despite the aforesaid, ownership in and to the **PROPERTY** shall only pass to the **PURCHASER** upon registration of the **PROPERTY** in the **PURCHASER'S** name.

7.3. The **PURCHASER** shall not be entitled to make any alterations or additions to the **PROPERTY** before the date of registration of transfer. The **PURCHASER** shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the **PROPERTY** and restore it to the **SELLER** in the same condition as when the **PURCHASER** took possession. The **PURCHASER** will have no claims whatsoever



against the **SELLER** arising out of any alterations or additions made to the **PROPERTY** by the **PURCHASER**.

- 7.4. If the **PROPERTY** is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provision or the Common Law.
- 7.5. Date of Delivery does not refer to the actual date of the Purchaser moving into the property or receiving the keys thereto. The Seller does not guarantee that he will provide the purchaser with keys to the property.
- 7.6. The offer is binding upon acceptance thereof by the seller, irrespective of the purchaser having been informed of such acceptance or not.

8. CONDITION OF THE PROPERTY

- 8.1. The **SELLER** discloses to the **PURCHASER** that the **PROPERTY** is not new and is sold on an "as is" condition. The **PURCHASER** acknowledges the aforesaid condition of the **PROPERTY** and accepts the **PROPERTY** in that condition. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the **PROPERTY**, which condition may include, without limitation that the **PROPERTY** is not suitable for the purpose for which it is generally intended or that the **PROPERTY** is not of good quality, in good working order and/ or free of any defects.
- 8.2. The **PURCHASER** acknowledges that the **PURCHASER** has conducted an inspection of the **PROPERTY** and that the **PURCHASER** has entered into this agreement based on such inspection. Accordingly, the **PURCHASER** warrants that the **PROPERTY** is suitable for the **PURCHASER'S** purposes, usable and durable, compliant with the standards or requirements of any legislation or public regulation.
- 8.3. The aforesaid warranties are material provisions of this agreement, and the **SELLER** has entered into this agreement on the strength of those warranties. If the **PURCHASER** breaches any of the aforesaid warranties, the **SELLER** shall be entitled to terminate this agreement, without prejudice to its rights in terms of this agreement or at law.
- 8.4. The **PURCHASER** acknowledges that this agreement is not concluded as a result of direct marketing practices by the **SELLER**.



- 8.5. If the Consumer Protection Act, 2008, does not apply to this agreement, the provisions of clauses 8.1 and 8.2 shall not apply. Instead, the following provisions shall apply:
 - 8.5.1. The **PROPERTY** is purchased and sold "**VOETSTOOTS**" and the **SELLER** shall not be liable for any defects, patent, latent or otherwise in the **PROPERTY** nor for any damage occasioned to or suffered by the **PURCHASER** by reason of such defect;
 - 8.5.2. The **PURCHASER** admits having inspected the **PROPERTY** to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the **SELLER** or the **AGENT** regarding the condition, quality or any other characteristics of the **PROPERTY** or any of the improvements thereon or accessories thereof; and

- 8.6. The **PURCHASER** agrees that the **SELLER** does not make any warranties or representations, whether express or implied, regarding vacant occupation and possession. The Purchaser shall have no claim of whatsoever nature against the Seller should vacant occupation and possession not be obtained on date of acceptance and/or thereafter.

- 8.7. The **PROPERTY** is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). The **SELLER** shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the **SELLER** benefit by any surplus extent.

- 8.8. The **SELLER** shall not be required to indicate to the **PURCHASER** the position of the beacons or pegs upon the **PROPERTY** and/or boundaries thereof, nor shall the **SELLER** be liable for the costs of locating same.

- 8.9. The **PURCHASER** acknowledges that neither the **SELLER** nor the **AGENT** shall be liable to provide any building plans or related certificates or to arrange the connection of the electricity and water services related to the property.

- 8.10. The mandatory disclosure form in terms of Section 67 of the Property Practitioners Act No 22 of 2019 is attached hereto as **Annexure "E1"**.

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9. NOMINEE

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a nominee in his place as **PURCHASER**, upon the following terms and conditions:

9.1. The aforesaid notice shall be handed to the **SELLER** by no later than close of business on the **DATE OF ACCEPTANCE**

9.2. The notice shall set out the same name and address of the nominee so nominated as **PURCHASER**:

9.2.1. The notice shall be accompanied by the nominee's written acknowledgement:

9.2.1.1. that it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and

9.2.1.2. That it is bound by the provisions of this agreement as the **PURCHASER**;

9.3. Should the **PURCHASER** nominate a nominee in terms of this clause, then:

9.3.1. all references to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and

9.3.2. the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor in solidum, for and on behalf of all obligations of the aforesaid nominee as **PURCHASER**, to and in favor of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and excussion.

10. DOMICILIUM

10.1. The **SELLER** and **PURCHASER** select as their respective domicilia citandi et executandi for all purposes hereunder the address set out in Clause 1.1 & 1.2.

10.2. Any notice dispatched to the **SELLER** or **PURCHASER** by prepaid registered post or facsimile or delivery by hand to the **PARTIES'** said domicilium citandi et executandi shall be deemed to have been received by such a party **7 (SEVEN)** days from date of dispatch thereof.

10.3. Any notice dispatched to the **SELLER** or **PURCHASER** by **E-MAIL** to the **PARTIES'** said domicilium citandi et executandi shall be deemed to have been received by such a party 24 (twenty-four) hours from date of dispatch thereof.



11. PROHIBITION

11.1. The **PURCHASER** shall not, prior to the date of registration of the transfer, be entitled to sell the **PROPERTY** or to cede, assign or make over his rights in terms hereof, or to give notice of cancellation of an existing lease, without the prior written consent of the **SELLER**.

12. JURISDICTION

12.1. For the purpose of resolving any disputes which exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's court or any other court with jurisdiction or a court otherwise competent and with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act, Act 32 of 1944 or any amendment thereof provided that the **SELLER** shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's court.

12.2. In the event of the **SELLER** instructing its Attorneys to institute any proceedings against the **PURCHASER** for payment of the purchase price, interest and other monies due by the **PURCHASER** hereunder or for the performance by the **PURCHASER** of any of the terms and conditions herein, then the **PURCHASER** agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and own client.

13. BREACH

13.1. In the event of the **PURCHASER** being in breach of any of the terms or conditions contained herein, and remain in default for **7 (SEVEN)** days after dispatch of a written notice by registered post or by E-Mail or by facsimile or delivery by hand, requiring him to remedy such breach, the **SELLER** shall be entitled to, and without prejudice to any other rights available at law to:

13.1.1 claim immediate payment of any amount due by the **PURCHASER**; and/or



13.1.2 declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or

13.1.3 cancel the agreement without any further notice, and retain all amounts paid by the **PURCHASER** as "Rouwkoop" and the **PURCHASER** hereby authorizes any third party holding such monies to pay the same to the **SELLER**, and/or

13.1.4 terminate this agreement and claim damages from the **PURCHASER**, which damages shall include, but not limited to, the costs and expenses of advertising and selling the **PROPERTY** to a third party.

14 COMMISSION

14.1 Commission calculated at **«Comission»** of the purchase price plus VAT (if applicable), will be due and payable by the **«Comission_Paid_By»** to the **AGENT** on **«WHEN_IS_COMISSION_EARNED»**.

14.2 The **AGENT'S** Commission shall be deemed earned upon Acceptance of this offer and shall become due and payable on **«WHEN_IS_COMISSION_EARNED»**. It is specifically recorded that, if commission is earned on date of acceptance, then the Agent may subtract its Commission from the Deposit Received, upon acceptance.

14.3 The **AGENT** warrants that he did not contravene sections 29, 40 or 41 of the Consumer Protection Act, Act 68 of 2008 and furthermore indemnifies the **SELLER** in this respect against any claim(s) by the **PURCHASER**.

15 VARIATION

15.1 This agreement constitutes the whole and only agreement between the **SELLER** and the **PURCHASER**, and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the **PARTIES** hereto or their duly authorized **AGENTS**. Any representation, warranties or undertakings made or given by the **SELLER** or its **AGENTS** other than those contained herein shall be of no force or effect whatsoever.

16 PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF THE PURCHASER



16.1 The representative of the **PURCHASER**, by his signature hereto, hereby interposes and binds himself in favor of the **SELLER**, jointly and severally as surely for and co-principal debtor in solidum with the **PURCHASER** for the due and timeous performance by it of all of its obligations as the **PURCHASER** in terms of this Agreement and hereby renounces the benefit of excursion and division. If this Agreement is concluded with more than one **PURCHASER**, the liability of such **PURCHASERS** to the **SELLER** shall be joint and several in solidum.

17 MARITAL STATUS OF PURCHASER

17.1 The **PURCHASER** warrants that his marital status is as set forth in the schedule annexed hereto and, further that the information contained in such schedule is true and correct in each and every respect.

18 WAIVER

18.1 Notwithstanding any express or implied provisions of this Agreement of Sale to the contrary, and latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time, and without notice, to require strict and punctual compliance with each and every provision of term hereof.

19 CERTIFICATES TO BE OBTAINED

The «**CERTIFICATES_OBTAINED_BY**» shall at his own cost obtain:

- 19.1** A certificate of compliance with Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 19.2** A certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, if specifically required by a financial institution;
- 19.3** A certificate of the occupation of the property (if applicable);
- 19.4** Or any such certificate as may be required by law and applicable to the subject property.

20 RATES AND TAXES



20.1 The **SELLER** will be responsible for all imposts on the property, inclusive of and without limiting the generality thereof, all municipal rates & taxes, levies, availability charges due on the property up to **DATE OF ACCEPTANCE**. The **PURCHASER** will be responsible for the payment of these costs from **DATE OF ACCEPTANCE** to date of transfer of the property into his name.

21 SPECIAL CONDITIONS

21.1 This agreement is subject to the Acceptance by the **SELLER**, within a period of «**STC_Days**» days (the **CONFIRMATION PERIOD**). The **SELLER** warrants that he/she/they have the necessary powers to either accept or reject this offer.

21.2 Should the **SELLER** not accept the sale, within the time period stipulated in clause 21.1, this document is deemed *pro non scripto*.

21.3 The **SELLER** shall be entitled to receive offers on the **PROPERTY** during the confirmation period, offers shall be made on the same terms and conditions as this offer to purchase. If a higher offer is received during the confirmation period, the **PURCHASER** shall enjoy first right of refusal in that the **PURCHASER** shall be given an opportunity to match any such offer within 24 hours of such offer being communicated to him by the **AGENT**, whether telephonically or in any other manner. The **PURCHASER** shall remain bound to the terms and conditions of this offer for the duration of the confirmation period.

21.4 The **SELLER** further reserves the right to accept any other offer that may be received, during the **CONFIRMATION PERIOD** in respect of this **PROPERTY**.

21.5 The **SELLER** and the **PURCHASER**, including the **AGENT** (if applicable) agree that in the event the arrear rates and taxes, levies and or electricity, exceeds the purchase price, and the **SELLER** is unable to find an amicable solution, this agreement shall become null and void.

21.5.1 The **PURCHASER**, and the **AGENT** undertake to do all things necessary to assist the **SELLER** to find an amicable solution, as referred to in Clause 21.4, if need be.



THIS DONE AND SIGNED by the **PURCHASER** at

on the..... day of 20.....

.....
WITNESS

.....
PURCHASER 1

.....
PURCHASER 2

THIS DONE AND SIGNED by the **SELLER** at

On..... The..... day of 20.....

.....
WITNESS

.....
SELLER(S)

THIS DONE AND SIGNED by the **AGENT** at

On the day of 20

.....
WITNESS

.....
AGENT



EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS/ DIRECTORS/ TRUSTEES OF:
NAME OF CLOSE CORPORATION/ COMPANY/ TRUST:

.....

REGISTRATION NUMBER:

MEETING HELD AT ON DAY OF
20

IT IS RESOLVED THAT:

1. The CLOSE CORPORATION/ COMPANY/ TRUST buys the following immovable
PROPERTY:

Erf description:

.....

Known as:

.....

Local Municipality:

.....

In extent of Held under Title Deed No:

FROM:

FOR R (words)

.....

PLUS VAT (IF APPLICABLE).

2. That

.....

in his capacity as member/ director/ trustee be and is hereby authorized to execute
and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

.....

MEMBER(S)/ DIRECTOR(S)/ TRUSTEE(S)



FICA REQUIREMENTS:

Natural Persons

- [1] South African identity document (foreigners: passport);
- [2] Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
- [3] South African Income Tax reference number.
- [4] (Confirmation marital status, i.e. unmarried or married.)

If Married

- [5] Marriage certificate.
 - If IN community of property (no antenuptial contract)
- [6] S.A. identity document (foreigner: passport) of your SPOUSE.
 - If OUT of community of property (by Antenuptial Contract ("ANC"))
- [7] Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties.
 - If your Marriage is governed by the Laws of another country/state
- [8] S.A. identity document (foreigner: passport) of your SPOUSE;
- [9] Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.
All directors / members / trustees must also comply with paragraphs 1 to 4 above

PLUS THE FOLLOWING:

Companies:

- [1] CM1.
- [2] CM22.

Close Corporations:

- [1] CK1;
- [2] and, if applicable, CK2.

Trusts:

- [1] Letters of Authority / Master's Certificate;
- [2] Trust Deed and all amendments thereto.
- [3] Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

Detailed FICA requirements for Entities, will be supplied to such Purchasers, in due course.
FICA requirements for Other Entities, if applicable, will be supplied to such Purchasers.



IN TERMS OF SECTION 67 OF THE PROPERTY PRACTITIONERS ACT NO 22 OF 2019

Mandatory Disclosure Form as Prescribed by Schedule 1 - Section 73

IMMOVABLE PROPERTY CONDITION REPORT

Disclaimer

This condition report concerns the immovable property situated at [furnish both deeds office and physical descriptions of the property concerned] ("the property"). This report does not constitute a guarantee and/or warranty of any kind or nature 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.

Owner's information

Definitions

In this form:

"am aware" mean to have notice or knowledge; while

"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 and/or removed and/or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

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 authorizes 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.

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Provision of additional information

The owner represents that to the best of his/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 reason(s) why the response to the statement concerned has been reflected as a "yes".

Statement concerning the condition of the property

DECLARATION	YES	NO	N/A
I am aware of defects in the roof.			
I am aware of defects in the electrical systems.			
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any.			
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.			
I am aware of defects in the septic system 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 any structural defects in the property.			
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway.			
I am aware that remodelling or refurbishment has affected the structure of the property.			
I am aware that any additions and/or improvements made to and/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 designated as a historic building.			

I have resided on the property for **(«FILE_TYPE»)** years and purchased the property on **(«FILE_TYPE»)** Transfer of the property was registered into my name on **(«FILE_TYPE»)**



Additional information

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.

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 authorized 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

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best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

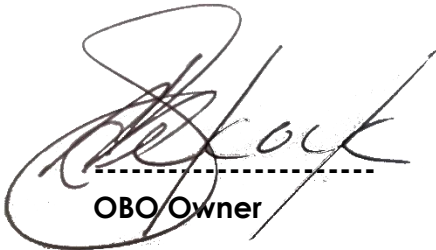
Notice regarding advice or inspections

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.

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-compliance aspects concerning, the property.
- The prospective buyer acknowledges receipt of a copy of this statement.

Thus done and signed at on this day of 20.....



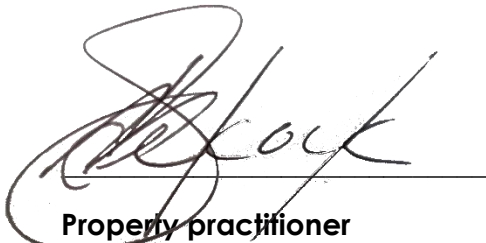
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OBO Owner

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Owner

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Prospective purchaser

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Prospective purchaser

The property practitioner acknowledges receipt of this disclosure form:



Property practitioner

Date: _____