



## Mandatory Disclosure Form

### 1. SCHEDULE

1.1 This Report concerns the condition of the property situated at

**("Premises")**

to be sold to  **("Potential Buyer")**

by  **("Seller")**

### 1.2 Statement from the Seller concerning the condition of the Premises

I am aware of defects in the roof	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of defects in the electrical systems	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of defects in the septic system or other sanitary disposal systems	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of any defects to the Premises and / or in the basement and / or foundations of the Premises, 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	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of structural defects in the Premises	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware that remodelling or refurbishment has affected the structure to the Premises	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware that any additions and / or improvements made to and / or any erections made on the Premises have been done or made, only after the required consents, permissions and permits to do so were properly obtained	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>
I am aware that a structure on the Premises has been designated as a historic building or heritage site	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	N/A	<input type="checkbox"/>



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## 2. DEFINITIONS

- 2.1. In this report, unless the context requires otherwise, the words below mean the following:
- 2.1.1. **"Am aware"** means to have actual notice or knowledge of a certain fact or state of affairs;
- 2.1.2. **"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; and
- 2.2. All other capitalised terms used in the report will be given the definitions ascribed to them in the Offer to Purchase to which this report forms an annexure ("Offer to Purchase"), albeit that it does not form part of the Offer to Purchase itself. Similarly, the Interpretation clause set out in the Offer to Purchase will apply to this report, unless the contrary is specified.

## 3. INTRODUCTION

- 3.1. This report is not a guarantee and / or warranty by the Seller or the Property Practitioner representing the Seller and is therefore not a substitute for any inspections or warranties that the Potential Buyer may wish to obtain before entering into the Offer to Purchase.
- 3.2. The purpose of this report is to assist a Potential Buyer in conducting an inspection of the Premises as prescribed by the PPA and forms a part of the Offer to Purchase concluded between the Parties.

## 4. PROVIDING OF INFORMATION TO THE POTENTIAL BUYER

- 4.1. The Seller provides the information set out in item 1.2 in the knowledge that, although this does not constitute a warranty, a Potential Buyer may rely on such information when deciding whether, and on what terms, to purchase the Premises.
- 4.2. The Seller authorises the Property Practitioner marketing the Premises to provide a copy of this report to any Potential Buyer.

## 5. PROVISION OF ADDITIONAL INFORMATION

- 5.1. The Seller confirms that to the best of his / her knowledge the responses to the statements set out in item 1.2 have been accurately noted as "yes", "no" or "not applicable (N/A)" on the date that the Seller Signs this report.
- 5.2. If the Seller responds to any of the statements with a "yes", the Seller must provide, in item 1.3, a full explanation about the reason(s) why the response to the statement was a "yes".

## 6. CERTIFICATION BY PERSON SUPPLYING INFORMATION

If a person other than the Seller provides the information set out in item 1.2, that person must certify that (i) he / she is authorised by the Seller to supply the information in question, (ii) he / she has supplied the correct information on which the Seller relied for the purposes of this report, and (iii) the information in this report, to the best of that person's knowledge and belief, is true and correct on the date upon which that person Signs this report.

## 7. NOTICE REGARDING ADVICE OR INSPECTIONS

Both the Seller and the Potential Buyer of the Premises may wish to (i) obtain professional advice, and / or (ii) have a professional inspection of the Premises. Adequate provisions must therefore be contained in the Offer to Purchase regarding the (i) obtaining of such professional advice, (ii) conducting of required inspections, (iii) disclosure of defects, and / or (iv) making of required warranties.

## 8. POTENTIAL BUYERS ACKNOWLEDGEMENT

- 8.1. The Potential Buyer acknowledges that he / she has been informed that (i) professional expertise, and / or (ii) technical skill and knowledge may be required to detect defects in, and non-complying aspects of, the Premises.
- 8.2. The Potential Buyer acknowledges receipt of a copy of this report.



9. SIGNATORIES

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DATED AT (place)

ON

THE SELLER \_\_\_\_\_

AS WITNESS \_\_\_\_\_

DATED AT (place)

ON

THE POTENTIAL BUYER \_\_\_\_\_

AS WITNESS \_\_\_\_\_

DATED AT (place)

ON

\_\_\_\_\_  
THE PROPERTY PRACTITIONER  
(on behalf of and duly authorised)

\_\_\_\_\_  
AS WITNESS

