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PART 2- THE IMPACT OF UNAPPROVED BUILDING PLANS ON THE SALE OF A PROPERTY

It is becoming more and more common for purchasers to request that approved building plans be delivered by the seller before registration of the property into their names. This is the second part in a 4 part series on building plans.

Scenario 2

The seller confirms there are approved building plans, but has put up either carports, wendy houses, made alterations to interior walls and windows, or enclosed a patio with sliding doors. All of the aforementioned must reflect on building plans, and if not, the building plans will have to be updated.

The result would be that the seller will be liable for the updating and approval of new plans, if it was contractually agreed upon. This will cause a delay in the registration of the transaction as municipal approval of building plans takes time. If it is not a bond condition as well, the seller and purchaser can agree that the conveyancer retains a portion of the seller's proceeds. This will then only be refundable to the seller on delivery of the plans, and in the interim registration of the transaction can proceed. The parties should sign an addendum to regulate the position.

It is very important that a seller obtains advice from either an architect or draughtsman on what should be on building plans.