



08/06/2021

STATUTORY DECLARATION

1. INFORMATION TO BE DISCLOSED IN TERMS OF THE RETIRED PERSONS' ACT

- (a) The names of the purchaser and the seller and their residential or business addresses in the Republic;

This information is set out in Items 1, 2 and 3 of the Information Schedule.

- (b) a concise description of the legal basis upon which the housing interest concerned is to be alienated;

The legal basis for the housing interest hereby sold will be individual title (sectional title ownership) registered in the Cape Town Deeds Registry.

- (c) the duration of the housing interest and any other limitations thereon;

The housing interest shall be for the duration of the ownership of the Sectional Title Unit in the Scheme, and until the Sectional Title Unit is alienated by the Purchaser. The limitations in respect of the Sectional Title Unit, including in respect of the occupation, letting and use thereof is as set out in this Agreement, the Sectional Titles Act, the Sectional Titles Schemes Management Act, the Retired Persons Act, the Management Rules and the Conduct Rules.

- (d) a statement as to whether the housing interest is registrable;

The housing interest will be registered in the name of the Purchaser under sectional title ownership once the Sectional Title Register has been opened.

- (dA) a statement as to whether the title deed of the land has been endorsed as referred to in section 4C;

The title deed of the Land has not been endorsed in terms of section 4(C) of the Retired Persons Act, and is not required to be so endorsed.



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- (e) a description of the land concerned, including the erf and unit number (if any), the extent thereof and the magisterial district in which it is situated;

The underlying land on which the Scheme will be situated is Erf 5261, Simon's Town, in extent ±2.7 ha, in the Magisterial District of Simon's Town in the City of Cape Town, as further described in Item 5 of the Information Schedule. The housing interest is a sectional title unit and exclusive use area(s) (if applicable) in the Scheme, as further described in Item 4 of the Information Schedule.

- (f) a statement as to whether the land is held by the seller by virtue of ownership or otherwise;

The Seller is currently the registered owner of the underlying land as further described in Item 5 of the Information Schedule. The Purchaser will become the first owner of the sectional title unit and exclusive use area(s) (if applicable) described in (e) above under sectional title ownership once the Sectional Title Register has been opened.

- (g) if the seller is not the owner of the land- (i) the name and address of the owner; (ii) the nature of the seller's right to the land; (iii) the period for which the right is being held; (iv) the obligations (if any) of the seller, arising from the right; and (v) a statement of the place where and the hours during which a document which confirms the existence of the right, or a certified copy thereof, may be inspected;

Not Applicable.

- (h) if the land is encumbered by a mortgage bond- (i) the name and address of the person in favour of whom, or, in the case of a participation bond, the name and address of the relevant nominee company contemplated in the Participation Bonds Act, 1981 (Act 55 of 1981), in favour of which, the mortgage bond is registered at the time the contract is concluded; and (ii) the outstanding balance owing by the mortgagor in terms of the mortgage bond;

Not Applicable.



(hA) in the case of a housing interest consisting of a right of occupation, the amount, if any, of the consideration payable by the purchaser which will be applied by the seller in reduction of the outstanding balance owing by the mortgagor in terms of the mortgage bond;

Not Applicable.

(i) the amount or nature of the consideration concerned;

The consideration will be the Purchase Price payable in cash as set out in Item 7 of the Information Schedule, and as further described in clause 5 of the main body of the Agreement. .

(j) the annual rate at which interest (if any) is to be paid on any balance in respect of the consideration;

Not Applicable.

(k) the amount, or the method of determining the amount, of each instalment payable in terms of the contract in reduction or settlement of the consideration concerned (if any);

Not Applicable.

(l) the due date, or the method of determining the due date, of each such instalment;

Not Applicable.

(m) if a certificate contemplated in section 6 (1) has not been issued at the time the contract is concluded, the latest date by which such certificate, subject to subsection (2), will be issued and furnished to the Purchaser;

The certificate contemplated in section 6 (1) of the Retired Persons Act will be issued on or about the estimated date as set out in Item 10 of the Information Schedule, but in any event not later than 2 years from the Signature Date.

(n) a statement of the place where and the hours during which rules (if any), in accordance with which the housing interest concerned is to be utilized, may be inspected;

The initial Management Rules and Conduct Rules for the Scheme are available for inspection at the offices of the Agent as reflected in Item 6 of the Information Schedule on business days during business hours (09h00 to 17h00). The Management Rules and Conduct Rules are also available for inspection online at www.harbourbayvillage.co.za.



(o) a statement- (i) of the location, nature and extent of any facilities or services which are to be provided or rendered in connection with the housing interest concerned; (ii) of the rights and obligations of the purchaser in connection with the utilization of those facilities or services; (iii) without derogating from the above, as to whether any such facility or service provides for the care of debilitated persons; and (iv) of the date by which the facilities or services contemplated in subparagraphs (i) and (iii) will be provided or rendered;

(i) Various facilities will be available in Phase 1A to owners and occupants, including:

- Management Office, Reception and Concierge desk
- Library Lounge
- The Terrace
- Bistro and kitchen
- Business Centre
- Laundry – drop off and collection point.
- The Harbour Bay Village Care Centre, Reception and Clinic.
- Mariner building including, basement parking and storage areas;

The Following Facilities will be available in Phase 1B to owners and occupants, including:

- Memory Care ward,
- Assisted Living units,
- Remainder of Admiral building, including basement parking and storage areas;

The following facilities will be available in Phase 2A to all owners and occupants:

- The Sails Garden Apartments
- The Decks Villas
- The Therapeutic garden and herb gardens,

The Following facilities will be available on Phase 3 to all owners and occupants:

- The Members Bar and Lounge,
- The Captain's Cabin,
- The Function Venue



The Following facilities will be available on Phase 3 to all owners and occupants:

- The Yachtsmen Building including, the basement parking and storage areas,
- The Wellness Centre including the indoor pool and gym,
- Outside resort pool and bar

The following facilities will be available on Phase 4 to all owners and occupants:

- The Lookout Building including, the basement parking and storage areas,
- The Buccaneer Building including the basement parking and storage areas,
- The Health Spa,
- Frail Care Ward;

Various services will be available to owners and occupants, including:

- Concierge services
- medical and care support
- meals and catering,
- security,
- IT support
- Laundry & Cleaning (at additional cost to monthly levy)
- Minibus Shuttle service transport to selected destinations,
- Golf cart shuttle service within Harbour Bay precinct
- Common area cleaning & garden services
- refuse removal.

(ii) Subject to (IV) below, all the services and facilities mentioned in (i) above will be available to all Owners and Tenants residing in the Scheme, subject to payment of the relevant fees and compliance with the rules relating to the consumption of such services and use of such facilities. The cost for certain compulsory basic minimum services will be included in the levy. These are set out in Annexure "H". Other optional services will be available at an extra fee over and above the levy, such as the optional extra care services mentioned in Annexure "J".

(iii) As far as possible, the Scheme has been designed with debilitated persons in mind, with ramps and lifts facilitating wheelchair mobility.



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(iv) The services and facilities which are delivered from, or at Harbour Bay Village will be available from the completion the development.

(p) a statement of the official language chosen by the purchaser under section 3;

The Purchaser has chosen the official language of the Contract to be English, and confirms that he/she understands the contents thereof.

(q) the date on which the purchaser will become entitled to utilize the housing interest;

The Purchaser will be entitled to utilise (i.e. occupy) the housing interest on the date of registration of transfer into his name. The estimated transfer date is given in Item 11 of the Information Schedule. Under certain conditions, the purchaser may be entitled to occupation on, or after (but not prior to) the issuance of the certificate mentioned in para (m) above. See clause 8 of the main body of the Agreement for these conditions.

(r) if applicable, the date upon which the risk of the housing interest will pass to the purchaser;

The risk will pass to the purchaser on the earlier of the date of occupation or the date of registration of transfer.

(s) a statement of the obligation (if any) of either the seller or the purchaser to insure the subject matter of the contract;

The Seller will insure the land and buildings which will comprise the Scheme prior to establishment of the Body Corporate. Thereafter, the Body Corporate shall be responsible to insure the land and buildings in terms of the Management Rules,

the Sectional Titles Act and the Sectional Titles Schemes Management Act. The Purchaser will be responsible to insure the contents of his Section.

(t) a statement- (i) of any amount which in terms of any law is payable in respect of the land as endowment, betterment or enhancement levy, a development contribution or any similar imposition, and an indication of the person to whom and the person by whom it is payable; or (ii) that no amount contemplated in subparagraph (i) is payable in respect of the land, if such is the case;

Not Applicable.

(u) an indication of the party who is liable for the payment of the costs of the drafting of the contract and (if applicable) the transfer of the land;



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The Seller will be liable for the costs of drafting the contract and the Purchaser will be liable for the costs of transfer of the Unit. No transfer duty is payable by the Purchaser, as the sale attracts Value Added Tax. However, the Purchaser shall be liable for all legal and other costs, expenses and fees inherent in registering a mortgage bond over the property (if applicable) to finance the purchase.

- (v) if the seller is the owner of the land, an undertaking by him that the land will not be encumbered or further encumbered by a mortgage bond, as the case may be;

Bonds to effect development funding of phases 2,&3 of the development will be registered over the land from time to time to ensure the successful completion of the scheme as a whole

- (w) if applicable, the period within which the purchaser is obliged or may be compelled to take transfer of the land against simultaneous payment of all amounts owed by him in terms of the contract;

The Purchaser shall be obliged to take transfer of the Unit once the Sectional Title Register in respect of the Scheme has been opened in the Cape Town Deeds Registry, which date will be as soon as reasonably possible after the issuance of the certificate mentioned in para (m) above.

- (x) an estimate, for a period of three years in advance, of all expenditure for the control, management and administration of the housing development scheme and all services and facilities concerned, and an indication of the person or persons who will be liable for the payment thereof, and a statement that over and above any levy contemplated in paragraph (y), the purchaser will not be liable for the payment of any such expenditure;

The relevant estimate of the total expenditure is attached as Annexure "I" to this Agreement. The Purchaser (along with other members of the Body Corporate) shall be liable for the payment of this expenditure via the Levies raised and charged on it as owner of the Section, but the Purchaser shall not be liable for the payment of any such expenditure over and above such levy estimate given in para (y) below.

- (y) a statement of the basis upon which any levy payable by the purchaser is to be calculated, and an estimate, for a period of two years in advance, of the amount of the levy;

An estimate, for a period of two years in advance, of the Levy payable by the Purchaser is given in Item 9 of the Information Schedule. In accordance with a determination made by the Developer in terms of section 32(4) of the Sectional Titles Act (now section 11(2) of the Sectional Titles Schemes Management Act), certain components of the Levy will be based on the Floor Area (or participation quota) of the Section, and other components will be charged per Section, irrespective of the size of the Section. A breakdown of the levy components and the basis of their allocation is reflected in Annexure "K". Optional extra services will be offered to owners and Tenants at a fee over and above the Levies.



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- (z) a reference to the rights and remedies of the purchaser in terms of subsection (3) and sections 8 and 9;

The Purchaser has the following statutory rights and remedies in terms of the sections 4(3), 8 and 9 of the Retired Persons' Act:

4 (3) If, for any reason whatsoever, the seller is unable, by the date referred to in subsection (1) (m), to furnish the certificate referred to in that subsection, the purchaser may cancel the contract, in which event the parties shall be entitled to the relief provided for in section 8, or the purchaser may abide by the contract, in which event no interest shall be payable by him in terms of the contract as from the date in question until such time as the certificate is furnished to him.

8 (1) Notwithstanding any other law, but subject to any power that a court may have and subject to subsection (2), any person who has performed partially or in full in terms of a contract which is of no force or effect in terms of section 2 (1) or which has been declared void or has been cancelled under this Act, is entitled to recover from the other party what he has performed in terms of the contract, and, if the seller concerned is a developer-

(a) the purchaser may in addition recover from the developer-

(i) interest at the rate prescribed by regulation on any payment that he made in terms of the contract, from the date of the payment to the date of recovery;

(ii) a reasonable compensation for-

(aa) necessary expenditure he had incurred, with or without the authority of the owner of the land concerned or of the developer, in relation to the preservation of the land; or

(bb) any improvement which enhances the market value of the land and was affected by him with the express or implied consent of the said owner or developer; and

(b) the developer may in addition recover from the purchaser-

(i) a reasonable compensation for the occupation or utilization the purchaser may have had of the land;

(ii) compensation for any damage caused intentionally or negligently to the land by the purchaser or any person for whose actions the purchaser may be liable.



(2) Any alienation which does not comply with section 2 (1), shall in all respects be valid *ab initio* if the purchaser has in terms of the alienation rendered the full compensation and the land concerned has been transferred to the purchaser or the housing interest concerned has otherwise been vested in him.

9 (1) Notwithstanding any other law, but subject to any other power that a court may have, if a contract does not substantially comply with sections 3 and 4 (1), or if a seller has failed to meet any obligation under a contract or has contravened or has failed to comply with any provision of a regulation, and a purchaser proves that he has in consequence thereof suffered any prejudice, a court in whose area of jurisdiction the land to which the contract relates is situated, provided appropriate proceedings are instituted by the purchaser within a period of three years from the date upon which the contract was concluded, is competent-

- (a) to reduce the rate of interest payable to the seller in terms of the contract to such rate as it may deem just and equitable in the circumstances;
- (b) to grant an order for rectification of the contract;
- (c) to declare the contract to be void and *initio*; or
- (d) to grant such alternative relief as it may deem fit.

(2) A magistrate's court shall, notwithstanding the value of the housing interest concerned, have jurisdiction to grant any relief contemplated in subsection.

(aa) a statement as to the percentage of the total number of housing interests in the housing development scheme concerned which is reserved for alienation to retired persons only;

100% (ONE HUNDRED PERCENT) of all the residential sections in the Scheme are reserved for occupation by retired persons over the age of 50 years, but may be alienated and owned by any natural or juristic person.

(bb) a concise outline of the management structure or proposed management structure of the housing development scheme concerned;

The Scheme will be managed by a board of trustees on behalf of the Body Corporate in terms of the Sectional Title Act, the Sectional Titles Schemes Management Act and the Management Rules, and such trustees will be assisted in their duties by the Managing Agent.



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(cc) such further particulars as may be prescribed by regulation.

2. FURTHER INFORMATION TO BE DISCLOSED IN TERMS OF THE REGULATIONS TO THE RETIRED PERSONS' ACT

Regulation 5 (k) - a statement as to whether the Developer has any direct or indirect interest in the Managing Agent.

The Seller confirms that it has an interest in the Managing Agent.

Regulation 5 (s) - a statement as to the age of the accommodation.

The entire Scheme and all sections therein will be newly built.

Regulation 5 (u) — particulars of any other housing development schemes in which the Seller was directly or indirectly involved in any capacity including architect, developer, estate agent, practitioner, quantity surveyor or otherwise.

None

Regulation 6 — Appointment of Managing Agent

The Seller has appointed the Managing Agent as from establishment of the Body Corporate. In terms of regulation 5(d), the relevant agreement with the managing agent will be made available for inspection at the office(s) of the Agent.