

HEADS OF AGREEMENT

This signed Heads of Agreement is subject to the ratification of the HTHOA members at the forthcoming HTHOA AGM

1. PARTIES

- 1.1. The Harbour Town Homeowners Association NPC (the "*HTHOA*");
- 1.2. Pierre Eugene de Villiers ("*De Villiers*");
- 1.3. Christian Anton Roux ("*Roux*");
- 1.4. Marc Hosiosky ("*Hosiosky*");
- 1.5. Michael Gordon Russell ("*Russell*");
- 1.6. Fire Ring Trading 15 (Pty) Ltd ("*FRT*");
- 1.7. Eugene Nestor Joannides ("*Joannides*");
- 1.8. Rodney Adrian Love ("*Love*"); and
- 1.9. Vaalmarina Boatlockers' Body Corporate ("*VBBC*").

Hereinafter collectively referred to as "the Parties"

2. STATUS OF HEADS OF AGREEMENT

- 2.1. This agreement serves as a Heads of Agreement between the Parties hereto. It is contemplated by the Parties that within 30 (thirty) days of the conclusion of these Heads of agreement, a more comprehensive and detailed agreement will be formulated and executed by Parties recording the terms that are set out in these Heads of Agreement.
- 2.2. Subject to the approval of the members of the HTHOA and the VBBC at the Annual General Meetings of the HTHOA and the VBBC to be held on 5 February 2022 ("*the Effective Date*"), these Heads of Agreement will serve as a fully binding and operational document unless and until it is replaced by a superseding agreement which has been duly executed by the Parties hereto.



3. INTRODUCTION

- 3.1. The Parties have engaged in a long series of disputes that have endured over many years and which has spread into numerous litigation matters in numerous courts.
- 3.2. On 8 December 2014 an agreement (*"the December 2014 Agreement"*) was concluded between some of the Parties hereto, a copy of which is attached hereto as Annexure "A".
- 3.3. An application in the Johannesburg High Court under case number 40976/2016 by the HTHOA against FRT and Russell, and in terms whereof an order was granted by Judge Adams against FRT and Russell on 8 December 2017 (*"the Judge Adams Order"*), a copy of which is attached hereto as Annexure "B".
- 3.4. The remaining litigation between the parties includes the following:
- 3.4.1. An application in the Pretoria High Court under case number 64468/2018, by the HTHOA, Roux, De Villiers and Hosiosky against FRT, Russell, Love and Joannides and in terms whereof Madam Justice Mngqibisa-Thusi granted an interim order in favour of the HTHOA on 25 September 2018 (*"the Judge Mngqibisa-Thusi Order"*), a copy of which is attached hereto as Annexure "C" and the relief sought in Part B of the same pending application;
- 3.4.2. A counterapplication in the Pretoria High Court by FRT and Russell against the HTHOA under case number 64468/2018, which is pending;
- 3.4.3. An application in the Johannesburg High Court under case number 17910/2019 by the HTHOA and the Vaalmarina Boatlockers Body Corporate against FRT, for the liquidation of FRT, which is still pending;
- 3.4.4. Actions in the Johannesburg High Court under case numbers 26264/2017 and 14497/2020 by the HTHOA (represented by Rooseboom Attorneys) against FRT for the recovery of levies, which have been defended and are still pending (*"the FRT levy cases"*);
- 3.4.5. An action in the Johannesburg High Court under case number 44629/2020, by FRT against the HTHOA, Roux, De Villiers and Hosiosky for payment of



various amounts including damages, interest and legal costs, which have been defended and are still pending; and

- 3.4.6. An application before the Community Schemes Ombud Service ("CSOS") under reference number CSOS001395/GP/20 in terms whereof CSOS granted an order against the HTHOA in favour of FRT ("*the CSOS Order*") and in respect of which the HTHOA has served a notice of appeal.

(hereinafter collectively referred to as "*the Litigation Matters*")

- 3.5. The Parties wish to record the terms of a settlement agreement in relation to the Litigation Matters and in relation to further aspects pertaining to the administration of the HTHOA.

4. CESSATION OF THE LITIGATION MATTERS

- 4.1. With the exception of the FRT levy cases and any case by the HTHOA against any signatory hereto for the collection of levies due to the HTHOA, subject to the proviso in terms of clause 4.3 herein, and except as specifically provided herein, any and all the Litigation Matters referred to in clause 3.4 above, shall be ceased and withdrawn by the Parties thereto within five days of the Effective Date of these Heads of Agreement, and each party thereto shall pay their own costs.
- 4.2. With the exception of any case by the HTHOA or FRT against any signatory hereto for the collection of levies due to the HTHOA or FRT as referred to in 4.1, none of the Parties hereto shall have any further right of action of any nature whatsoever pertaining to any matter that is in any way related to any aspect of the affairs of the HTHOA, its members, the administration of the Estate, the directorship thereof, the MOI of the HTHOA or any other aspect related or pertaining to the HTHOA arising from any cause whatsoever, whether or not such facts are known to any of the Parties at the time of the conclusion of this agreement, that relates to events or actions prior to the effective date of this agreement.
- 4.3. There shall be a moratorium by the Parties on all litigation concerning the collection of levies due until such time as the new board of the HTHOA, as contemplated herein, has had the opportunity to assess the position and decided on the necessary appropriate action to be taken with regard to the collection of outstanding levies

including inter alia any set offs. The fundamental condition of equal treatment of all debtors as stipulated in clause 8 herein shall be strictly adhered to.

5. ADHERENCE

5.1. The Parties agree to implement and adhere to all aspects of the:

5.1.1. December 2014 Agreement, save to record that Erf 1034 (Martha's Vineyard) was included as part of the common property in Annexure "A" to the December 2014 Agreement, but it is agreed that FRT is not obliged to transfer that erf to the HTHOA;

5.1.2. The Judge Adams Order; and

5.1.3. The MOI and authority matrix of the HTHOA.

6. VBBC LEVY CLAIMS

6.1. The terms and conditions as set out in clause 8 herein will apply to substantiated and proven outstanding VBBC levy claims. Set offs are to be applied for claims in those instances where there are valid and substantiated counter claims.

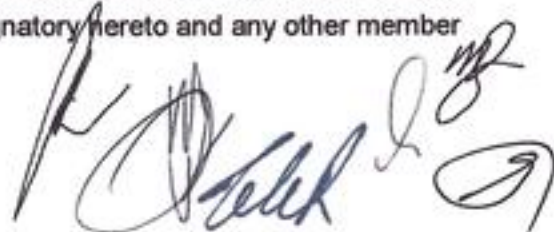
7. THE CSOS ORDER

7.1. FRT and Russell hereby abandons the CSOS Order,

7.2. The HTHOA hereby abandons its appeal against the CSOS Order.

8. LEVY COLLECTION MATTERS

The new board of the HTHOA after the Annual General Meeting to be held on 5 February 2022 shall determine a levy debtor collection policy and all levy debtors shall be treated on a *pari passu* basis as far as possible by the HTHOA going forward. The FRT levy cases and any case by the HTHOA against any signatory hereto and any other member



of the HTHOA for the collection of levies due to the HTHOA in any and all actions instituted by the HTHOA in respect of the collection of any and all outstanding levies which are due to the HTHOA shall be continued to the fullest extent for the purposes of making a recovery of outstanding levies due to the HTHOA or reaching a resolution thereof of terms the levy debtor collection policy as determined by the new board.

9. RESIGNATION and APPOINTMENT of DIRECTORS

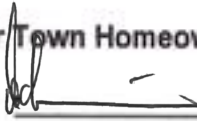
- 9.1 All the current elected directors of the HTHOA viz. Pierre De Villiers, Lucien Chauchard and Bradley Lapin shall resign at the AGM to be held on 5 February 2022 or any postponement or adjournment thereof Likewise, the following developer appointed directors, viz. Mike Russell, Rodney Love and Eugene Joannides shall, if they have not already done so, immediately resign from the board of the HTHOA.
- 9.2 The members of the HTHOA shall at the aforesaid AGM elect three (3) new member-elected directors in terms of the MOI. FRT shall in turn be entitled to appoint its own three nominee directors by notice to the Board of the HTHOA, who are eligible to act as directors in terms of the Companies Act and as contemplated in the MOI. For clarification purposes, it is acknowledged that the developer appointed directors do not require the prior approval of the existing board, except to the extent that the balance of the board may in terms of the MOI oppose such appointment provided they have just and reasonable cause. As a courtesy, the developer agrees to advise the HTHOA board in writing, who it wishes to appoint as a director. The HTHOA board shall in turn advise the developer within 7 days whether such person is not in terms of clause 23.1.1 of the MOI "reasonably acceptable to the balance of the board" stating fully its reasons.
- 9.3 All the persons referred to in clause 9.1 including Anton Roux and Marc Hosiosky are precluded from acting as directors to the HTHOA for 12 months from the Effective Date

FINANCIAL MATTERS

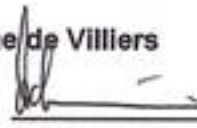
Historically two member elected board members have jointly released each and every payment from the HTHOA's bank accounts. The authority matrix requires that at least one of the joint releasers shall be a member elected director. In future one of the three member-elected board members will continue to approve and release each payment jointly with a developer appointed director.




THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER:

For: Harbour Town Homeowners Association NPC
 Signature: 
 Name: Pierre Eugene de Villiers
 Designation: Director
 Date: 4 February 2022
 Place: Vaal Marina

(The signatory warranting that he is duly authorised)

Pierre Eugene de Villiers
 Signature: 
 Date: 3 February 2022
 Place: Vaal Marina

Christian Anton Roux
 Signature: 
 Date: 3 February 2022
 Place: Sandton



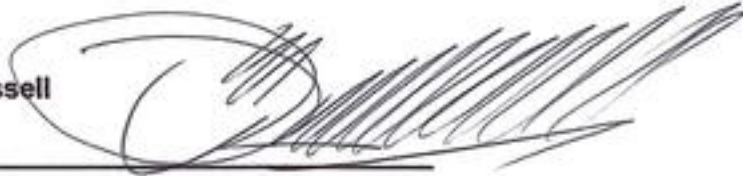
Mark Hosiosky

Signature: 

Date: 3 February 2022

Place: Johannesburg


Michael Gordon Russell

Signature: 

Date: 4 FEBRUARY 2022

Place: RAANBURG

For: Fire Ring Trading 15 (Pty) Ltd

Signature: 

Name: MICHAEL GORDON RUSSELL

Designation: MD


Date: 4 FEBRUARY 2022

Place: RAANBURG

(The signatory warranting that he is duly authorised)


LHR
Teluk (S)

Eugene Nestor Joannides

Signature: 

Date: 4/02/2022

Place: Randburg

Rodney Adrian Love

Signature: 

Date: 4/02/2022

Place: Boksburg

For: Vaalmarina Boatlockers Body Corporate

Signature: 

Name: Pierre Eugene de Villiers

Designation: Trustee

Date: 4 February 2021

Place: Vaal Marina

(The signatory warranting that he is duly authorised)



HEADS OF AGREEMENT

Between

M.G. RUSSELL
(ID number: 551022 5049 08 2)

(hereinafter referred to as "Mr Russell")

and

FIRE RING TRADING 15 (PTY) LTD
(Registration number: 2003/027400/07)

(hereinafter referred to as the "Developer")

and

THE HARBOUR TOWN HOME OWNERS ASSOCIATION
(Registration number: 2004/032616/08)

(the "HTHOA")

and

THE CONCERNED HOMEOWNERS OF HARBOUR TOWN



1. SETTLEMENT

1.1 As a result of reaching an agreement and conditional on compliance therewith, the Concerned Homeowners group will not proceed with steps to institute legal action or liquidation proceedings against any of the Developer, Mr. Russell or the HTHOA or its directors or Governors.

1.2 This Heads of Agreement is subject to the ratification of the HTHOA at a General Meeting of the HTHOA.

2. MEMORANDUM OF INCORPORATION

2.1 The Memorandum of Incorporation (the "MOI") will be updated and presented at an Annual General Meeting of the HTHOA to be convened before 28 February 2015. The new MOI will reflect the following material changes:

2.1.1 A new Board of Directors of the HTHOA is to be elected at the AGM, but until such time, members of the Board will be co-opted from nominees of the Homeowners.

2.1.2 The new Board of Directors will consist of 3 (three) representatives from the property owners and 3 (three) representatives from the Developer up to 28 February 2025. The maximum number of directors will be 6 (six).

2.1.3 For the purpose of co-opting the 3 (three) proposed directors, a meeting of the board of the Association (including 3 (three) nominees who will be proposed by the Owners) will be held by no later than 15 December 2014. The 3 (three) Interim directors proposed at the meeting will be Marc Hoslosky, Anton Roux and Pierre De Villiers.

2.1.4 In the event of a stalemate between the directors and where the Developer's veto right as per clause 10 is not applicable, the matters will be referred to the members of the Association.

2.1.5 All financial aspects of the HTHOA will be reported to the board members representing the Owners. The Developer will hand over day to day management of the HTHOA and the bank accounts of the HTHOA by 30 June 2015 to the Board of the HTHOA or its elected representative. In the interim period, between signature of this Agreement and the handover, the Developer will provide Marc Hoslosky with unlimited viewing access to all of the HTHOA bank accounts and be available to answer any queries in this regard. This access will be provided by no later than 14 December 2014.



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- 2.1.6 The Developer shall pay levies on its erven, and the HTHOA shall raise levies from members to cover its costs without recourse to the Developer, save for the Developer's levy obligation as an owner.
- 2.1.7 The developer will not have any additional votes at meetings of the members of the HTHOA, and this will be reflected in the MOI.
- 2.1.8 The Development period will be as defined in the MOI which will conform to the period defined in the sale agreements. Pending the implementation of this Agreement, the governance of the HTHOA will continue as if this agreement is in force prior to acceptance of a revised MOI.
- 2.1.9 The Developer shall be the beneficiary of the veto rights described in paragraph 10 below.

3. COMMON PROPERTY

- 3.1 The Developer shall immediately transfer all the common property per annexure A to the HTHOA, except for the Club House and the rubbish dump site. The retention of the Club House (erf 1171) shall be subject to appropriate arrangements being implemented to sub-divide all facilities other than the club house and to transfer these to the HTHOA.
- 3.2 The club house and the rubbish dump (erf 1035) site will be transferred free of charge other than statutory costs to the HTHOA at the earlier of, 31st January 2025 or at the behest of the Developer. The Developer shall not be entitled to transfer either of these properties to any other person, save for the HTHOA in accordance herewith. The HTHOA shall pay the VAT / transfer fees inclusive of duty in respect of the transfer of any common property.
- 3.3 All moveable assets used by the HTHOA are hereby transferred to the HTHOA, with the exception of the rescue boat and the barge used for the jetty maintenance. Any costs of such transfers will be borne by the HTHOA.
- 3.4 The HTHOA will be responsible for all moveable and immovable property owned by the HTHOA. Assets owned by the Developer but in use by the HTHOA and its members will be maintained by the HTHOA until transfer to the HTHOA is effected.

4. BOAT LOCKERS

- 4.1 After signature of this agreement an AGM will be called for the boat locker owners and Trustees will be elected for the Boat Locker Body Corporate who will from then onwards manage the Boat Locker Body Corporate separately from the HTHOA as decided by the new board.

5. PENALTIES



- 5.1 Penalty levies charged by the Developer, and as per the agreed formula below, that relate to "late commencement of development of a stand" will be collected by the HTHOA acting as agent on behalf of the Developer. The collection of these levies will be subject to a normal commercial arrangement whereby a 10% collection fee will be paid to the HTHOA. The attribution of all collections where both a levy and a penalty levy are due will be allocated pro rata on a debtor-by-debtor basis and in accordance with outstanding amounts. Both parties agree that the HTHOA has the ability to levy and collect additional penalties for its own account as per the existing MOI.
- 5.2 Both parties agree to, and recognize the Developers commercial right to charge the penalty levy and for this to be reflected in the revised MOI. The HTHOA and Mr. Russell will collectively use their best endeavors to collect all levies due recognizing that it is in the interests of both parties to do so. The revised board will decide upon the levy collection strategy and mechanism at its first sitting and agree in principle that the third party costs of such collection will be borne in equal shares by the Developer and the HTHOA until February 2016 and subsequently reviewed on an annual basis. Should the developer exercise his development rights to increase the penalty levies by adjusting the formula below, the HTHOA reserves the right to resign its position as agent in favor of the Developer.
- 5.3 The Developer agrees that the formula to be utilized to calculate penalty levies charged and collected on his behalf is a standard 50% of the approved HTHOA levy established by the board from time to time.

6. ELECTRICITY

Mr. Russell agrees to transfer the electricity supply agreement to HTHOA at the end of the development period or sooner, provided there is no adverse impact on availability of electricity consequent thereto.

7. NO CLAIMS

The Developer and/or Mr. Russell confirms that it has no claims against the HTHOA for any past claims, including any subsidisation of the HTHOA or arising from any cause whatsoever not reflected in the audited Annual Financial Statements of the HTHOA. The audited financial statements for 2014 shall be considered by the new Board and may only be accepted by majority resolution of the Board, or the Owners in general meeting, if the Board cannot resolve acceptance.

8. JETTY BERTHS

- 8.1 It is agreed that availability of adequate jetty berths on a first come first served basis is critical to the success of the development as it is unlikely that erven will be sold or developed if these owners do not have guaranteed access to boat berthing.



8.2 Currently there are berths to be used free of charge on a first come first served basis and the Developer has committed to permanently retaining jetty berths 64, 65, 66 & 67 for this purpose. As soon as the economy improves and more homes are completed, the Developer and/or Mr. Russell will supply a further 70 berths.

8.3 The Developer and/or Mr. Russell retains the right to sell further jetty berths once these additional berths have been installed. On the re-sale of a berth the HTHOA will continue to receive a 10% commission which is to be utilized for the maintenance of jetty berths.

9. **ESTATE AGENTS**

The use of estate agents are not restricted, however, the Board will review the rules around the approval of agents, practicality of show days and access to the estate.

10. **DEVELOPER VETO**

10.1 The Developer will have veto rights relating to any amendments of any of the following during the development period:

- 10.1.1 Architectural rules;
- 10.1.2 Building rules;
- 10.1.3 MOI – to the extent that an amendment has a material effect on any of the Developer's vested commercial rights; and
- 10.1.4 Penalty levies due to the Developer.

11. **SETTLEMENT IN LIEU OF MANAGEMENT CONTRACT**

11.1 After 30 June 2015, and subject to full handover of all HTHOA control to the Board or its appointee(s), the HTHOA shall continue to pay the Developer in lieu of the management fee, a monthly payment of R57 000, 00 (fifty seven thousand Rand) per month until 28 February 2016.

11.2 From 30 June 2015, MG Russell and or the Developer, shall hand over all books and bank accounts of the HTHOA to the board of the HTHOA. In addition, both parties agree to executing a commercial loan agreement outlining the terms of repayment of the outstanding debt due by the HTHOA to Mr. Russell, which amount shall not exceed R1,500,000.00 (one million five hundred thousand Rand). The outstanding debt, as defined in the unqualified audited financial statements for the year ended 2015, is to be repaid, with interest at the prime rate, in equal capital instalments over a 24 month period beginning 31 January 2015. The initial payments will be based on an estimated value of R1,500,000.00 (one million five hundred thousand Rand) subject to verification and adjustment upon receipt of the audited financial statements.

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12. GOOD FAITH

12.1 The HTHOA undertakes that it will not take or encourage any steps to interfere with the exercise of any of the Developer's legally enforceable contractual commercial rights. In turn, the Developer, and Mr. Russell hereby undertake not to interfere with the running of the HTHOA.

12.2 All parties undertake the utmost good faith herein.

13. FORMAL AGREEMENT

14. The parties shall procure that this Heads of Agreement is reduced to a formal signed contract in due course. If it is not so reduced to a formal contract, the undertakings, rights and obligations herein shall, notwithstanding this document being referred to as a "heads of agreement" be binding and final in respect of the parties hereto.

15. TERMS OF REFERENCE FOR THE "NEW BOARD"

15.1 The Financial Situation of the HTHOA is precarious. This is mainly due to the non-payment of levies by owners. It is absolutely essential the all owners pay their levies when these levies are due. We urge all owners to pay their levies and arrear levies as soon as possible to ensure that we maintain the estate and the value of all properties at Harbour Town. The first duty of the Board would be to make a plan to remedy the current financial position.

15.2 Divide the historic debtor numbers between levies due to the HTHOA and the "penalty levies" due to the Developer. The HTHOA will collect outstanding "normal" levies and the Developer will be responsible for and benefit from collecting the "penalty levies".

15.3 Jointly investigate the electricity supply and implement a sustainable solution.

15.4 Ensure that the Common property and other assets are transferred to the HTHOA.

15.5 The Boat Locker Body Corporate is to be encouraged to establish itself and to be managed in terms of the Sectional Titles Act.

15.6 Attempt to settle any disputes with suppliers and former suppliers of goods and services to Harbour Town.

15.7 The Board need to develop and authority matrix for all matters including on who is entitled to enter into agreements with suppliers and contractors.

15.8 Transparency in terms of good corporate governance.

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16. **COUNTERPARTS**

This agreement –

16.1 may be executed in separate counterparts and/or by electronic signature, none of which need contain the signature of all the parties, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement;

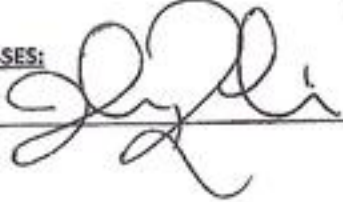
16.2 shall be valid and binding upon all the parties hereto, notwithstanding that one or more of the parties may have signed a copy thereof (electronically or otherwise) and whether or not such copy contain the signature of any other party;


THIS DONE AND SIGNED at UMHLANINI on this the 5 day of December 2014

WITNESSES:
1. 
2. _____


M.G. RUSSELL

THIS DONE AND SIGNED at UMHLANINI on this the 5 day of December 2014

WITNESSES:
1. 
2. _____


For FIRE RING TRADING 15 (PTY) LTD (who warrants that he is duly authorised hereto)

THIS DONE AND SIGNED at UMHLANINI on this the 5 day of December 2014




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WITNESSES:

1. [Signature]
2. _____

[Signature]

For THE HARBOUR TOWN HOME OWNERS ASSOCIATION (who warrants that he is duly authorised hereto)

THUS DONE AND SIGNED at Sturton on this the 8 day of DECEMBER 2014

WITNESSES:

1. [Signature]
2. [Signature]

[Signature]

For THE CONCERNED HOMEOWNERS OF HARBOUR TOWN (who warrants that he is duly authorised hereto) BY THE CONCERNED HOMEOWNERS STEERING COMMITTEE.

[Handwritten notes/signatures]

[Signature]

[Signature]

[Signature]

ANNEXURE A

1. Properties in the township Vaalmarina Holiday Township, Extension 6 for immediate transfer from the registered owner to the Harbour Town Home Owners Association (registration number 2004/032616/08) for no consideration:-

1.1 Erf 1053

Property Size – 1.0079 H

Registered owner – Fire Ring Trading 15 (Pty) Ltd

1.2 Erf 1059

Property Size – 1.2291 H

Registered owner – Fire Ring Trading 15 (Pty) Ltd

1.3 Erf 1068

Property Size- 1.5717 H

Registered owner - Fire Ring Trading 15 (Pty) Ltd

1.4 Erf 1091

Property Size – 7675.0000 SQM

Registered owner - Fire Ring Trading 15 (Pty) Ltd

1.5 Erf 1236

Property Size -1516.0000 SQM

Registered owner – Fire Ring Trading 15 (Pty) Ltd

1.6 Erf 1237

Property size – 6721.0000 SQM

Registered owner – Fire Ring Trading 15 (Pty) Ltd

1.7 Erf 1129

Property Size – 8.0864 H

Registered owner – Fire Ring Trading 15 (Pty)Ltd

1.8 Erf 1034

Property size- 2554.0000 SQM

Registered owner – Fire Ring Trading (Pty) Ltd



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2. Properties in the township Vaalmarina Holiday Township, Extension 6 to be subdivided to separate the Clubhouse from the rest of the erf and the remainder of the erf (excluding the Clubhouse) to be transferred from the registered owner to the Harbour Town Home Owners Association (registration number 2004/032616/08) for no consideration immediately and the balance of the erf (including the Clubhouse) to be transferred for no consideration to the Harbour Town Home Owners Association (registration number 2004/032616/08) at the earlier of 31 January 2025 or at the behest of the Developer.:-

2.1 Erf 1171

Property Size – 1.9213 H

Registered owner – Fire Ring Trading 15 (Pty) Ltd

3. Properties in the township Vaalmarina Holiday Township Extension 6 to be transferred from the registered owner to the Harbour Town Home Owners Association (registration number 2004/032616/08) for no consideration at the earlier of, 31 January 2025 or at the behest of the Developer.:-

3.1 Erf 1035

Property size -1256.0000 SQM

Registered owner- Fire Ring Trading 15 (Pty) Ltd

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**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO: 2016/40976
P/H NO: 0

**JOHANNESBURG, 08 December 2017
BEFORE THE HONOURABLE JUDGE ADAMS**

In the matter between:-

**HARBOUR TOWN HOMEOWNERS ASSOCIATION
NPC**

Applicant

and

**MICHAEL GORDON RUSSEL
FIRE RING TRADING 15 (PTY) LIMITED**

*1st Respondent
2nd Respondent*

HAVING read the documents filed of record and having considered the matter:-

IT IS ORDERED THAT:-

1. *Draft Order marked "X" signed and dated the 8th of December 2017, is made an Order of Court.*

BY THE COURT

REGISTRAR
/gpm

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION, JOHANNESBURG	
Private Bag X7, Johannesburg 2000	
	
2018-02-26	
GLD-JHB-052	
GRIFFIER VAN DIE HOOGGEREGSHOF SUID-AFRIKA, GAUTENG PLAASLIKE AFDELING, JOHANNESBURG	

Beluk

[Signature]

[Signature]

2. The First and Second Respondents are directed and compelled to comply at all times ~~at all times~~ with the authority matrix of the Applicant,

3. The First and Second Respondents are hereby Interdicted and prohibited from giving any instructions to:

3.1 Any employee of the Applicant;

3.2 Any supplier to the Applicant;

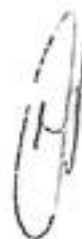
3.3 The managing agent appointed by the Applicant, Golf Estate Management Services CC ("GEMS").

except in terms of written authority from the Applicant;

4. The First and Second Respondents are interdicted from communicating with the general body of members of the Applicant in respect of matters that fall under or relate to the administration of the affairs of the Applicant except under the authority of a resolution of the directors of the Applicant;

5. The First and Second Respondents are interdicted from raising invoices in the name of the First and Second Respondents addressed to members of the Applicant in respect of electricity that have not been approved by the Board of the Applicant;

6. The First and Second Respondents are hereby interdicted from issuing any instruction to the security officials, employees or contractors or any other person at Harbour Town to prevent or restrict the access to the Estate and within the Estate of the representatives of the duly appointed managing agent, GEMS;
7. The First and Second Respondents are hereby interdicted from terminating or threatening to terminate any electricity connection to any member of Applicant;
8. The First and Second Respondents are hereby interdicted from demanding the payment of any fee or charge pertaining to electricity or electricity availability, directly from any individual member of the Applicant;
9. The First and Second Respondents are hereby interdicted from issuing any instructions on behalf of or in the name of the Applicant to any attorney except in terms of written authority from the Applicant;
10. The First and Second Respondents are hereby interdicted from issuing any instruction to Lilly Serfontein or any other individual to refuse to sell electricity on behalf of the Applicant to any member of the Applicant ;



11. The First and Second Respondents are interdicted and prevented from appointing any staff, promoting any staff of the Applicant, giving any increases to any staff of the Applicant or accepting the resignation of any staff employed by the Applicant or incurring any liability on behalf of or in the name of the Applicant;
12. The First and Second Respondents are interdicted and prevented from taking any step or engaging in any course of conduct in relation to any matter pertaining to the Harbour Town Estate and / or the Applicant except in terms of a prior written authorisation to do so issued pursuant to a resolution of the Applicant;
13. The First and Second Respondents are hereby directed and compelled to make available to the Applicant the electricity supply agreement between the First and/or Second Respondents and Eskom pertaining to the supply of electricity to the Harbour Town Estate and any and all correspondence between the First and Second Respondents and Eskom from the inception of the Harbour Town Estate to date;
14. The First and Second Respondents are directed and compelled to take all steps, do all things and sign all documents necessary at the request of the Applicant and / or Eskom, to enable the contract for the supply of electricity to the Harbour Town Estate to be



transferred from the name of the First and/or Second Respondents to the name of the Applicant.

15. The First and Second Respondents are hereby directed and compelled to forthwith comply with all the provisions of the December 2014 agreement, including but not limited to the following:
- 15.1 The First and Second Respondents are hereby directed and compelled to do all things, take all steps and sign all documents necessary to give effect to the transfer of the common property that forms part of Harbour Town Estate specified in the annexure to the December 2014 agreement;
- 15.2 The First and Second Respondents are hereby directed and compelled to do all things, take all steps and sign all documents necessary to bring about the subdivision of Erf 1171 and the transfer of the undeveloped portion thereof to the Applicant;
- 15.3 The First and Second Respondents are directed and compelled to do all things, take all steps and sign all documents necessary to effect the transfer of all movable assets pertaining to the Estate, into the name of the Applicant including the Toyota bakkie financed in the name of the Second Respondent which



shall be transferred upon the termination of the finance agreement in the name of the Second Respondent;

- 15.4 The First and Second Respondents are hereby interdicted and prevented from obstructing or interfering with the Applicant, its employees' and contractors' access to all movable assets that were transferred to the Applicant in terms of the December 2014 agreement and from issuing any instruction to any person that would prevent the Applicant, its employees and contractors having unrestricted access to all such movable assets.
- 15.5 The First and Second Respondents are hereby interdicted and prevented from holding out to any seller or purchaser of property within the Harbour Town Estate that either the First and/or Second Respondents are required to, or have the authority to, issue any clearance certificate necessary for the transfer of any property within the Harbour Town Estate;
- 15.6 The First and Second Respondents are hereby interdicted and prevented from raising any charge or holding out that the First and Second Respondents have the authority or are entitled to raise any charge in relation to any clearance certificate necessary for the transfer of any property within the Harbour Town Estate.



- 15.7 The First and Second Respondents are hereby directed and compelled to immediately provide and hand over all financial and other records of the Applicant to GEMS, the appointed managing agent of the Applicant.
- 15.8 The First and Second Respondents are directed and compelled to immediately provide and hand over to the app any and all documents and records pertaining to the legal dispute with Top Turf
- 16. The First and Second Respondents are ordered to pay the Applicant's costs jointly and severally

BY ORDER OF THE COURT

2018-02-26

REGISTRAR

DEPARTMENT OF JUSTICE AND
SOUTH AFRICAN POLICE SERVICE
OFFICE OF THE REGISTRAR OF THE
COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION,
JOHANNESBURG

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GLB-JHS-052

DEPARTMENT OF JUSTICE AND
SOUTH AFRICAN POLICE SERVICE
OFFICE OF THE REGISTRAR OF THE
COURT OF SOUTH AFRICA
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