**MEMORANDUM OF AGREEMENT (PUBLIC AUCTION)**

entered into between

**TRAFALGAR HOLIDAY RESORTS PROPRIETARY LIMITED**

**REGISTRATION NUMBER: 1990/001787/07**

represented herein by Shaun Erroll Lamont or Peter Edward Snyman

He/she/they being duly authorized hereto

(hereinafter referred to as the **"Seller"**)

and

____________________________________________________________

**IDENTITY / REGISTRATION NUMBER:** __________________________________

(hereinafter referred to as the **"Purchaser"**)

and

**WATERBERRY HILL SHARE BLOCK LIMITED**

**REGISTRATION NUMBER: 1989/004099/06**

represented herein by Shaun Erroll Lamont or Peter Edward Snyman

He/she/they being duly authorized hereto

(hereinafter referred to as the **"Share Block Company"**)

# SCHEDULE OF DETAILS

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## A. Details of the Seller:

| | | |
|---|---|---|
| 1. | Name of Seller: | **Trafalgar Holiday Resorts (Pty) Ltd** |
| 2. | Registration Number: | **1990/001787/07** |
| 3. | Physical Address: | **1 Crompton Street, Pinetown, KZN.** |
| 4. | VAT Number: | **4470104714** |
| 5. | Represented by: | **Shaun Errol Lamont or Peter Edward Snyman, he being duly authorized thereto by resolution of the Board of Directors** |
| 6. | E-mail address: | **natishag@thrproperty.co.za** |

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## B. Details of Purchaser

| | | |
|---|---|---|
| 1. | Name(s) of the Purchaser(s): | ____________________ |
| 2. | ID number(s) / Registration number: | ____________________ |
| 3. | Married in/out of community of property: | ____________________ |
| 4. | Spouse's full names (if married in community of property) | ____________________ |
| 5. | Contact person: | ____________________ |
| 6. | Contact number: | ____________________ |

7. Income Tax No: ______________________________

8. Physical Address: ______________________________

9. E-mail Address: ______________________________

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## C. Description of the Share Block(s)

1. Share Block number(s): ______________________________

   Number of Shares: ______________________________

   Corresponding Unit number: ______________________________

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## D. Purchase Price

1. Purchase price: ______________________ **INCLUDING VAT**

   **( ______________________ ) In words**

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## E. Auctioneer and Commission

1. The Auctioneer is: **Dean Garzanzich**

2. The Auctioneer Company is: **Realty Arena**

3. Auctioneer's commission (**inclusive of VAT**): ______________________________

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# CONDITIONS OF SALE

## 1 INTERPRETATION

1.1 The singular shall include reference to the plural and vice versa.

1.2 Any one gender shall include a reference to another gender and vice versa.

1.3 The headings to clauses of this Agreement are for the purposes of reference only and shall not govern their interpretation.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.5 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.

1.6 Any reference to days, months or years shall be reference to calendar days, months or years, unless specified to the contrary.

## 2 DEFINITIONS

In this Agreement, unless the context clearly indicates the contrary, the following words, phrases and expressions shall have the respective meanings assigned to each of them as set out hereunder:

2.1 “the Agreement” shall mean this agreement, including its annexures;

2.2 “Allocated Loan” means the portion of the Share Block Company’s loan obligation, which is allocated to each Share Block, as determined in accordance with the Share

Block Control Act, Act No 59 of 1980 and the Share Block Company's memorandum of incorporation, as amended;

2.3 "Attorney" shall mean HSG Attorneys Incorporated, 15 Acacia Avenue, Westville, KwaZulu-Natal, Tel: 031 266 7751;

2.4 "the Buildings" shall mean the buildings known as "Waterberry Hill", and which is situate on the Property;

2.5 "Date of Transfer" shall mean the date upon which the Managing Agent has transferred the Share Blocks, and ceded the allocated Loan and Use Agreement, from the Seller to the Purchaser, and provided the Attorney with written notice thereof, as contemplated in clause 6.2 below;

2.6 "Date of Signature" shall mean the date upon which all Parties have signed this Agreement or, in the event of their having signed this Agreement on different dates, the date of the last signature;

2.7 "Managing Agent" shall mean the managing agent appointed as the Share Block Company's managing agent, or the managing agent to be nominated by the Share Block Company;

2.8 "the Property" shall mean Portion 22 of the farm Abek No. 6, registered in the name of the Share Block Company and held under Certificate of Consolidated Title No. T61087/1989;

2.9 "the Share Block Company shall mean Waterberry Hill Share Block Limited (Registration Number 1989/004099/06), a share block company duly registered and incorporated according to the laws of the Republic of South Africa;

2.10 "the Share Blocks" shall mean the share blocks in the Share Block Company as referred to in Item C of the Schedule of Details to this Agreement, which entitle the owner/holder thereof to the sole and exclusive right of use of the Unit in accordance with the Use Agreement;

2.11 “the Unit” shall mean Unit/Flat in the Buildings referred to in Item C of the Schedule of Details to this Agreement, and which corresponds to the Share Blocks;

2.12 “the Use Agreement” shall mean the use agreement pertaining to the Share Blocks, a copy of which is annexed hereto together with the Share Block Company’s Memorandum of Incorporation and marked as **Annexure “C”**.

3 **SALE & CESSION**

3.1 With effect from the Date of Signature and subject to the terms and conditions of this Agreement, the Seller hereby:

3.1.1 sells to the Purchaser which hereby purchases, the Share Blocks;

3.1.2 sells/cedes to the Purchaser which hereby purchases/takes/accepts cession of, the Allocated Loans designated to the Share Blocks by the Managing Agent in accordance with the provisions of the Share Block Company’s Memorandum of Incorporation; and

3.1.3 cedes to the Purchaser which hereby takes/accepts cession of the Seller’s right, title and interest in and to the Use Agreements pertaining to the Share Blocks.

4 **PURCHASE PRICE AND MANNER OF PAYMENT**

4.1 The purchase price for the transactions referred to in clause 3.1 above is as reflected in Item D1 of the Schedule of Details to this Agreement, and which shall be paid by the Purchaser to the Seller on the Date of Transfer.

4.2 The Purchaser shall **secure** payment of the purchase price as follows:

4.2.1 Paying a deposit of not less than 10% (ten percent) of the Purchase Price to the Attorney’s trust account upon signature of this Agreement by the Purchaser; and

4.2.2 Paying the outstanding balance of the purchase price in cash or securing the outstanding balance of the purchase price by way of a bank guarantee, in a form acceptable to the Seller and expressed to be payable on the Date of Transfer, which cash payment shall be made to the Attorney's trust account, or the instance of a bank guarantee such guarantee shall be delivered to the Attorney, by no later than 30 (thirty) calendar days from the date of signature by the Purchaser of this Agreement.

4.3 Any payments made to the Attorney on account of the purchase price shall be held by the Attorney in trust and invested in an interest bearing account for the benefit of the Purchaser until the Date of Transfer, it being specifically recorded that certain obligations are placed on the Attorney in terms of the Financial Intelligence Centre Act (Act 38 of 2001) and regulations promulgated in terms thereof, and accordingly the Purchaser acknowledges that the Attorney cannot attend to the aforementioned investment until such time as the Purchaser has:-

4.3.1 Complied fully with the requirements as set out in the Financial Intelligence Centre Act, Act 38 of 2001; and

4.3.2 Signed, completed and returned to the Conveyancers **Annexure "A"** to confirm the instruction to invest.

## 5 SUSPENSIVE CONDITIONS

5.1 This Agreement is subject to the fulfilment of the following **suspensive conditions**:

5.1.1 the Purchaser paying the deposit, in an amount not less than 10% (ten percent) of the Purchase Price, into the Attorney's trust account upon the day of signature of this Agreement by the Purchaser;

5.1.2 the Purchaser paying the Auctioneer's commission, in the amount set out in Item E3 of the Schedule of Details to this Agreement, to the Attorney's trust account upon the day of signature of this Agreement by the Purchaser; and

5.1.3 this Agreement/sale being unconditionally ratified and confirmed by the directors of the Share Block Company and the directors of the Share Block Company providing the written consent to this sale, as contemplated in clause 8.2.2 of the Share Block

Company's Memorandum of Incorporation, by no later than 30 (thirty) calendar days from the Date of Signature.

5.2 In the event that the suspensive condition(s) above are not fulfilled timeously and/or as specifically stated, then this Agreement shall be of no further force or effect, and neither party shall have any claim against the other.

## 6 TRANSFER OF THE SHARE BLOCKS, CESSION OF ALLOCATED LOAN ACCOUNT AND USE AGREEMENT

6.1 Within 14 (Fourteen) days of the last fulfilled suspensive condition referred to in clause 5.1 above, and provided the Purchaser has secured the full Purchase Price, the Seller shall deliver to the Managing Agent:

6.1.1 the share certificates for the Share Blocks;

6.1.2 duly completed transfer forms in respect of the Share Blocks;

6.1.3 a cession and assignment of the Seller's Allocated Loans; and

6.1.4 a cession and assignment of the Use Agreement.

6.2 Upon receipt by the Managing Agent of the documentation referred to in clause 6.1 above, the Managing Agent shall attend to the transfer of the Share Blocks from the Seller to the Purchaser, the cession and assignment of the Allocated Loans with respect to such Share Blocks from the Seller to the Purchaser, and the cession and assignment of the Use Agreement from the Seller to the Purchaser. The Managing Agent shall thereafter confirm that the aforementioned transfer and cessions have been effected upon written notice to the Attorney, and which shall thereby constitute the Date of Transfer.

6.3 The Attorney shall effect payment of the purchase price to the Seller and shall effect payment of the auctioneer's commission to the auctioneer upon receipt of the written notice of the Managing Agent referred to in clause 6.2 above (being the Date of Transfer).

6.4 Notwithstanding the provisions of clause 6.3 above, the Seller acknowledges that it may not dispose of any of the Share Blocks or Allocated Loan Account and/or Use Agreement unless:

6.4.1 the Seller has given notice, in accordance with the provisions of this Agreement, to the Purchaser of an alleged breach by the Purchaser of a provision of this Agreement; and

6.4.2 the Purchaser has failed to rectify such alleged breach or, in the event of the matter having been referred to arbitration in accordance with this Agreement, the arbitrator has found in favour of the Seller.

## 7 RISK, BENEFIT, POSSESSION AND OCCUPATION

7.1 With effect from the Date of Transfer, the possession, risk and benefit in and too the Share Blocks, Allocated Loan Account and Use Agreement, shall pass from the Seller to the Purchaser.

7.2 With effect from the Date of Transfer, the Purchaser shall assume liability for payment of any levies, and any other expenses and/or charges levied upon the Share Blocks by any competent authority, due with respect to the Share Blocks.

7.3 The Purchaser hereby acknowledges that the Buildings contain various tenants as are set out in the Lease Schedule attached hereto as **Annexure "D"** and therefore, in respect to occupation of the Unit corresponding to the Share Blocks transferred in terms of this Agreement, it is hereby recorded that:-

7.3.1 ***** There is **no** tenant in occupation of the Unit corresponding to the Share Blocks hereby sold, and therefore occupation shall be given on the Date of Transfer;

**OR**

7.3.2 ***** There **is** a tenant(s) currently in occupation of the Unit corresponding to the Share Blocks hereby sold, the Purchaser is aware of such tenant(s), and therefore the transfer of the Share Blocks, cession and assignment of the Allocated Loans with respect to the Share Blocks and cession and assignment of the Use

Agreement in terms of this Agreement shall not be delayed, cancelled or suspended as a result of the occupation of the Unit corresponding to the Share Blocks by such tenant(s). In this respect, the Purchaser agrees to take over such lease(s) pertaining to the said tenant(s) and the Purchaser shall, with effect from the Date of Transfer, be bound by, shall benefit from , and shall fulfil the terms of such lease(s);

**OR**

7.3.3 ***** The Purchaser is already in occupation of the Unit corresponding to the Share Blocks hereby sold, as per a prior Lease Agreement entered into by and between the Seller and the Purchaser, and the Purchaser shall continue to abide by the terms of the aforementioned Lease Agreement in full until the Date of Transfer, notwithstanding that the Purchaser and Seller have entered into this Agreement.

********Delete whichever is not applicable***

8 **WARRANTIES**

8.1 The Seller hereby warrants to the Purchaser that as at the Date of Signature and the Date of Transfer:

8.1.1 the Seller will be the beneficial owner of and will be entitled to sell and deliver to the Purchaser the Share Blocks;

8.1.2 no person shall hold any option to purchase the Share Blocks;

8.1.3 the Share Blocks are fully paid for;

8.1.4 no other person and/or entity will have any right or claim in respect of any of the Share Blocks, other than the tenants occupying the Units corresponding to the Share Blocks, as set out in **Annexure "D"** hereto;

8.1.5 the Share Block Company is the registered owner of the Property and no party other than the Share Block Company has any claim with regard thereto;

8.1.6 none of the Share Blocks shall be subject to any pledge or lien;

8.1.7 the Seller is not engaged in litigation and the Seller knows of no claims pending or threatened against the Share Block Company or of any facts which are likely to give rise to any legal action;

8.1.8 no liabilities shall attach to the Share Blocks hereby sold, save for an obligation to pay levies; and

8.1.9 all information relating to the Share Blocks which is material to the Purchaser has been fully disclosed.

8.2 The Seller acknowledges that the aforesaid warranties are material representations going to the root of this Agreement.

## 9 **BREACH**

9.1 In the event of any party committing a breach of any of the terms or conditions of this Agreement and remaining in default thereof notwithstanding 7 (Seven) days' written notice to remedy such breach, the aggrieved party may, without prejudice to such other rights as it may have to claim damages arising from such breach, either:

9.1.1 claim an order for specific performance; or

9.1.2 cancel this Agreement and claim damages.

9.2 Nothing contained herein shall prevent a party from having access to any legal remedy available in law.

## 10 **FINANCIAL INTELLIGENCE CENTRE ACT ("FICA")**

10.1 The Seller and the Purchaser are required to furnish the Attorney with all documentation in compliance with the Financial Intelligence Centre Act

## 11 ***DOMICILIA CITANDI ET EXECUTANDI***

11.1 The parties hereby choose as *domicilium citandi et executandi* for all purposes under this Agreement at the following addresses:

11.1.1 the Seller at the registered address and/or e-mail address as set forth in Item A of the Schedule of Details to this Agreement;

11.1.2 the Purchaser at the address and/or e-mail address as set forth in Item B of the Schedule of Details to this Agreement.

11.2 Any notice given in terms of this Agreement shall be in writing and must either be:

11.2.1 delivered by hand during normal business hours of the recipient; or
11.2.2 sent by registered post to the address chosen by the addressee; or
11.2.3 sent by e-mail to the e-mail address chosen by the addressee.

11.3 A notice in terms of the provisions of this Agreement will be considered to be duly received:

11.3.1 if hand-delivered: on the date of delivery;
11.3.2 if sent by registered post: 10 (Ten) business days after the date it was posted;
11.3.3 if sent by e-mail: on the date of transmission.

11.4 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at his chosen *domicilium citandi et executandi*.

## 12 **AUCTIONEER AND AUCTIONEER'S COMMISSION**

12.1 On signature of this Agreement by the Purchaser, the Purchaser shall pay the Auctioneer's commission, in the amount as set out in Item E of the Schedule of Details to this Agreement, to the Attorney's trust account, and which commission shall be deemed to have been earned by the Auctioneer upon the fulfilment of the suspensive conditions contained in clause 5 above.

## 13 RULES OF AUCTION

13.1 By his/her/it's signature to this Agreement, the Purchaser acknowledges that he/she/it shall be bound by announcements made by the Auctioneer at the commencement of and during the auction, whether or not the Purchaser is present at the time such announcements are made.

13.2 Should the Purchaser fail to sign this Agreement immediately after the fall of the hammer pertaining to the Share Blocks herein, when requested to do so, the Auctioneer may, without prejudice to any other remedies available to the Auctioneer, declare the sale herein cancelled and again put up the Share Blocks for auction.

13.3 If the highest bidder to whom the Share Blocks is knocked down is acting on behalf of a principal then, in such event, he shall on signature of this Agreement declare the name and address of the principal to the Auctioneer and shall immediately furnish the Auctioneer with the necessary written authorisation to act.

13.4 The conduct and control of the auction shall be executed entirely by the Auctioneer, who will regulate advances of bidding.

13.5 The Auctioneer alone shall have the right at any stage of the auction of determining the last bidder.

13.6 The Auctioneer shall have the right to discontinue and recommence the auction.

13.7 The Auctioneer may reject or refuse to accept any bid including the highest bd without assigning any reason therefore, and he may withdraw the Share Blocks for sale either before or after it has been put up for auction. Any refusal or withdrawal by the Auctioneer shall be deemed to be a refusal or withdrawal by the Seller.

13.8 The Auctioneer, or his agent, shall be entitled to bid for the Share Blocks on behalf of the Seller.

13.9 Should any dispute, disagreement or claim arise between bidders at the auction, the parties to the dispute shall submit the dispute for resolution by the Auctioneer whose decision shall be final and binding on the parties.

13.10 Each bid shall be a binding offer and will be irrevocable until such time that the Share Blocks is/are knocked down which shall however be subject to confirmation by the Share Block Company within 30 (thirty) calendar days, as set out in clause 5.1.3 above, (the “Confirmation Period”) on the basis that:-

13.10.1 Should the sale of the Share Blocks herein be confirmed by the Share Block Company within the Confirmation Period, the Auctioneer shall inform the Purchaser thereof personally, by e-mail or at the Purchaser’s chosen domicilium within the Confirmation Period, failing which the Share Blocks shall have been deemed not to have been sold.

13.10.2 During the Confirmation Period:-

13.10.2.1 The Purchaser shall not be entitled to withdraw his bid; and/or

13.10.2.2 Should the Auctioneer receive a higher offer which is acceptable to the Seller and Share Block Company, within the Confirmation Period from any person and/or entity, the Purchaser shall be entitled to equal such higher offer, for confirmation by the Seller and Share Block Company, failing which the Share Blocks herein shall be deemed not to have been sold to the Purchaser.

13.11 As the Auctioneer is acting as agent for the Seller, the Purchaser shall not have any claim against the Auctioneer howsoever arising and whether the Seller’s name is disclosed or not.

13.12 The Auctioneer shall be under no financial liability in respect of any matters arising out of the auction or particulars of sale or in the conditions of sale.

13.13 The Purchaser shall have no claim against the Auctioneer in respect of any damage or claim suffered by or made against the Purchaser by reason of the Purchaser entering into the contract to purchase and/or to acquire any other interest in the Share Blocks.

13.14 By their signatures hereto, the parties to this Agreement hereby record their acceptance of the conditions governing the rights and duties recorded in this Agreement.

## 14 VOETSTOOTS

14.1 The sale of the Share Blocks pertaining to the Unit, cession and assignment of the Allocated Loan and cession and assignment of the Use Agreement in terms of this Agreement is *voetstoots* and, as such, the Seller does not furnish any explicit or tacit guarantees in regard to the Unit, Share Blocks, Allocated Loans and/or Use Agreement, and the Purchaser acknowledges that he/she/it was not persuaded into entering this Agreement by any representations made to him/her/it by the Seller or any representative of the Seller, other than what is contained in this Agreement.

14.2 The Share Blocks, Unit corresponding to the Share Blocks, Allocated Loan and Use Agreement is transferred/ceded and assigned in the specific condition in which it stands as at the Date of Signature, and the Purchaser shall have no claim against the Seller, or its agent, in respect of any defects whether such defects are patent or latent in nature.

14.3 The Purchaser hereby records that he/she/it has had the opportunity to thoroughly inspect all documentation pertaining to this Agreement as well as the Unit, and the Purchaser specifically agrees to accept the Share Blocks, Unit corresponding to the Share Blocks, cession and assignment of the Allocated Loan, and cession and assignment of the Use Agreement in the specific condition in which they stand as at the Date of Signature.

## 15 MOVEABLES

15.1 The Unit corresponding to the Share Blocks hereby sold is/are sold together with all moveables contained in the Unit as at the Date of Signature. The Seller is not obliged to give an inventory list pertaining to the aforementioned moveables, however, on the successful sale (as per clause 5.1.2 above), an inventory list can be carried out by the Purchaser.

15.2 The Purchaser acknowledges that the Seller does not guarantee the existence of any specific moveable items, nor will the Seller be liable in any manner to replace or provide any moveable items.

15.3 The Seller warrants that the movable property is owned by the Seller, fully paid for and free of any right of retention, mortgage, lien or other encumbrance.

15.4 The movable property is sold *voetstoots* and the Seller shall not be liable for any defects, latent or otherwise.

15.5 Notwithstanding anything to the contrary, the possession and ownership of the movable property shall only pass to the Purchaser upon the Date of Transfer.

16 **WAIVER**

16.1 The waiver (whether express or implied) by either party of any breach of the terms or conditions of this Agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

16.2 The expiry or termination of this Agreement shall not prejudice the rights of either party in respect of any antecedent breach or non-performance by the other party of any of the terms or conditions hereof.

17 **VARIATIONS**

17.1 No agreement varying, adding to, deleting from, or consensually cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of both parties.

17.2 No indulgence granted by one party to the other in connection with any of the obligations under this Agreement shall constitute a waiver or novation of this Agreement or any such obligation under this Agreement.

18 **NO RELAXATION**

18.1 No extension of time and no waiver or relaxation or suspension of any of the provisions of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement or operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

19 **JOINT AND SEVERAL LIABILITY**

19.1 Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally and *in solidum* for the payment of all monies hereunder and for the carrying out of all the terms of this Agreement.

20 **COUNTERPARTS**

20.1 This Agreement may be executed in counterparts and by each Party in a separate counterpart, each of which so executed shall be an original, but all of which shall together constitute one and the same instrument.

21 **WHOLE AGREEMENT**

21.1 This Agreement constitutes the whole agreement between the parties in relation to its subject matter and supersedes all prior Agreements and no documentation, representation, warranty or agreement not contained herein shall be of any force between the parties.

SIGNED at on this day of 2021.

AS WITNESSES :

1.

2.

______________________________________

**For an on behalf of**

**The Seller**

SIGNED at on this day of 2021.

AS WITNESSES :

1.

2.

______________________________________

**For and on behalf of**

**The Purchaser**

Consent of the Share Block Company in terms of Item 8.2.2 of the Share Block Company's Memorandum of Incorporation.

SIGNED at ____________________________________________________________

on this day____________ of ______________________________________ 2021.

__________________________________

**For and on behalf of the Share Block Company**

**ANNEXURE "A"**

# INSTRUCTION TO INVEST TRUST MONEYS

*(In respect of a conveyancing transaction)*

*Section 86(4) of the Legal Practice Act (Act No 28 of 2014)*

To: HSG ATTORNEYS INC.
Attorneys, Notaries & Conveyancers
WESTVILLE

**TRANSFER OF SHARE BLOCKS FROM:**

**TRAFALGAR HOLIDAY RESORTS (PTY) LTD**

**Registration Number: 1990/001787/07**

**TO:**

________________________________________

________________________________________

**OF:**

**Share Block Number(s):** ____________________________

I/We, the undersigned,

________________________________________

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to HSG ATTORNEYS INC. to invest with STANDARD BANK OF S A LIMITED all funds paid to HSG ATTORNEYS INC. by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act (Act 28 of 2014);
3. the interest which accrues on such investment is to be for the company/close corporation/trust/my benefit and is to be paid to me/us/it into the bank account indicated herein below, after deducting your professional fee and costs for administering the investment, and less any amounts due to the Legal Practitioners Fidelity Fund as referred to in Section 86(5)(b) of the Legal Practice Act (Act 28 of 2014), such interest to be paid to me/us/it as soon as possible after the date of registration of the above-mentioned transaction;

4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.

5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

6. I/we hereby authorise HSG ATTORNEYS INC to pay any amounts due and payable to me during the course of this transaction and upon registration of transfer, by means of electronic funds transfer, to the following bank account

   Account Name: ____________________________________________

   Bank: ________________________________________________

   Account Number: __________________________________________

   Branch Number:___________________________________________

   Branch Name: ____________________________________________

7. I/we undertake that I/we will advise HSG ATTORNEYS INC in writing of any change(s) to name(s), identity number(s), registration number(s), marital status or physical address of the transferee(s) that occurs prior to this transaction being concluded.

8. I/we undertake to provide HSG ATTORNEYS INC with a copy of a bank statement or cancelled cheque to enable HSG ATTORNEYS INC to verify the my/our bank details in the event of a refund.

SIGNED AT _____________ ON THIS _________ DAY OF ________________2021.

______________________________

Purchaser(s)

ACCEPTED THIS ___ DAY OF_____________________________2021.

______________________________

HSG ATTORNEYS INC

**ANNEXURE “B”**

**FURTHER MATTERS RECORDED IN TERMS OF SCHEDULE 2 OF THE SHARE BLOCKS CONTROL ACT (ACT 59 OF 1980)**

| | | |
|---|---|---|
| 1. | Name of Share Block Company: | Waterberry Hill Share Block Limited |
| 2. | Share Block Company Registration Number: | 1989/004099/06 |
| 3. | Address of Registered Office: | 1 Crompton Street, Pinetown, KZN |
| 4. | Address of Transfer Office: | 1 Crompton Street, Pinetown, KZN |
| 5. | Date of Incorporation of Share Block Company: | 14/07/1989 |
| 6. | Address at which financial records are kept: | 1 Crompton Street, Pinetown, KZN |

7. Directors of the Share Block Company:

| | |
|---|---|
| Name: | Hedley Michael Adams |
| Occupation: | Director |
| Address: | 20 Lemon Tree Lane, Glen Anil, KZN, 4051 |
| Terms of office appointed: | Annual |
| Remuneration: | N/A |

| | |
|---|---|
| Name: | Shaun Errol Lamont |
| Occupation: | Director |
| Address: | 27 Cotswold Drive, Cotswold Downs Estate, Hillcrest KZN, 3610 |
| Term of office appointed: | Annual |
| Renumeration: | N/A |

| | |
|---|---|
| Name: | Frances Louise Van Staden |
| Occupation: | Director |
| Address: | 7 Chamberlain Road, Scottsville, Pietermaritzburg, KZN, 3201 |
| Terms of office appointed: | Annual |
| Remuneration: | N/A |

| | |
|---|---|
| Name: | David Jones |

| | |
|---|---|
| Occupation: | Director |
| Address: | 37 Quentin Smythe Road, Kloof, KZN, 3610 |
| Term of office appointed: | Annual |
| Remuneration: | N/A |

8. Chairman of the Board of Directors: Hedley Michael Adams

9. Managing Agent: First Group Management (Pty) Ltd

10. Funds entrusted to Managing Agent: Per Financials

11. Name of Auditor: Moore Durban

12. Address of Auditor: 5th Floor, The Spinnaker, 180 Mahatma Gandi Road, Albert Terrrace, Durban, 4001

13. Name of Company Secretary: Managing Agent

14. Qualifications of Company Secretary: As Required

15. Monthly Levy: Schedule Provided

16. Name of Insurer of the Property: The Insurance Center

17. Amount insured and nature of risks covered: As per Annexure “E” attached

18. Property Sectionalised or to be sectionalized: No – sold as Shareblock

19. Total Amount of Share Block Company’s loan obligation: Per Financials

**ANNUXURE "C"**

## MEMORANDUM OF INCORPORATION AND USE AGREEMENT

ANNEXURE "D"

## LEASE SCHEDULE

**ANNUXURE "E"**

## INSURANCE SCHEDULE