

BLYDE WILDLIFE ESTATE

DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN

SNWILDLIFE (Pty) Ltd

Herein represented by **SØREN BURKAL NIELSEN**
And duly authorised thereto

(hereinafter referred to as the SELLER)

AND

NAME: _____

IDENTITY NUMBER: _____

MARRIED IN/OUT OF COMMUNITY TO: _____

IDENTITY NUMBER: _____

E-MAIL: _____

FAX: _____

TEL. NO (W): _____ (H) _____

If the PURCHASER is a legal persona:

NAME OF LEGAL PERSONA: _____

REGISTRATION NUMBER OF LEGAL PERSONA: _____

FULL PARTICULARS OF REPRESENTATIVE OF LEGAL PERSONA: _____

E-MAIL: _____

FAX: _____

TEL: _____

(hereinafter referred to as the PURCHASERS)

1. _____ 1. _____ _____

2. _____ 2. _____ _____

SELLER

The SELLER herewith sells to the PURCHASER:

Portion no. _____ of the farm Blyde Wildlife Estate No. 619 KT
LIMPOPO PROVINCE.
MEASSURING: _____ square meters

(hereinafter referred to as the PROPERTY)

subject to the following conditions:

1.

PURCHASE PRICE:

The purchase price, which includes VAT, is **DKK 575.000** is payable on registration of transfer of the above property into the name of the PURCHASER. An acceptable bank guarantee must be delivered to the SELLER's attorneys within 14 (FOURTEEN) days as from the date of the fulfilment of the suspensive condition. The guarantee will be payable on registration of transfer and must be payable free of bank exchange at Hoedspruit.

The SELLER shall submit a VAT invoice to the PURCHASER on date of registration, should it be requested.

2.

POSSESSION AND OCCUPATION:

Possession and occupation of the PROPERTY shall be given to the PURCHASER on date of fulfilment of the suspensive condition, from which date all the risks relating to the PROPERTY will pass to the PURCHASER.

3.

The parties herewith record the following:

3.1 The SELLER guarantees that a three phase electrical connection is available on the border of the PROPERTY, being where the panhandle of the PROPERTY meets the road system.

The PURCHASER will be liable for the costs relating to the electricity connection to the house on his PROPERTY and for the monthly consumption of electricity.

1. _____ 1. _____ _____
2. _____ 2. _____ _____
SELLER

- 3.2 The SELLER guarantees that a water connection is available on the border of the PROPERTY, being where the panhandle of the PROPERTY meets the road system.

The PURCHASER will be liable for the costs relating to the water connection to the house on his property and for the monthly consumption of water.

- 3.3 The PURCHASER acknowledges that no central sewerage system is installed on the Estate, and that the PURCHASER will be obliged to install a septic tank system in accordance with the prescriptions of the local authority and the conditions of approval of the development by the Limpopo Provincial Government, in terms of the provisions of the Development Facilitation Act 1995 (Act no. 67 of 1995). A copy of the relevant conditions is attached hereto marked annexure "A". The septic tank system must be installed simultaneous with the erection of any building on the PROPERTY.
- 3.4 The Home Owners Association (hereinafter referred to as the HOA) is liable for the payment of the bulk supply of electricity and water to Blyde Wildlife Estate.
- 3.5 The HOA is responsible for receiving the bulk services, distribution thereof, meter reading and forwarding of accounts and collecting payment from the users on a monthly basis, for both electricity and water consumption. The HOA shall be responsible for the maintenance of the above mentioned services.
- 3.6 The HOA shall submit a monthly statement to each owner and the PURCHASER agrees thereto that the supply of both water and electricity may be cut off should his account be in arrears for more than 60 days.
- 3.7 The recovery of costs for the delivery of electricity and water will be at a non-profit basis. The HOA will only recover all its costs from the consumer members.
- 3.8 The SELLER and HOA shall under no circumstances be liable for any damages caused by interruption of the water or electricity supply.

4.

"VOETSTOOTS"

- 4.1 The PURCHASER acknowledges that he has inspected the PROPERTY, that no warranties or representations were made except as contained in this agreement and he accordingly purchases the PROPERTY "voetstoots".
- 4.2 The PURCHASER acknowledges that no representation or warranties of any kind have been made to him regarding the consistency of the soil or the suitability thereof for any purpose.
- 4.3 The PROPERTY sold to the PURCHASER is indicated on the General Plan of the development, as approved by the Surveyor General.

1. _____ 1. _____ _____
 2. _____ 2. _____ _____
 SELLER

5.

BLYDE WILDLIFE ESTATE OWNERS ASSOCIATION:

- 5.1 The HOA is an association incorporated in terms of section 21 of the Company's Act, which company does not have a share capital.
- 5.2 The Statutes of the HOA is attached to this Deed of Sale and the PURCHASER acknowledges that he/she has scrutinised the Statutes and accepts same.
- 5.3 The PURCHASER acknowledges that he will become a member of the Blyde Wildlife Estate Owners Association on transfer of the PROPERTY into his name, subject tot the constitution and Statutes of the association.
- 5.4 The PURHASER shall remain a member of the Blyde Wildlife Estate Owners Association for as long as he remains the registered owner of the PROPERTY.
- 5.5 The rights and obligations of the PURCHASER can not be ceded or transferred without the written consent of the SELLER.
- 5.6 Should the PURCHASER dispose of the PROPERTY, he is obliged to notify the new PURCHASER regarding the compulsory membership to the Blyde Wildlife Estate Owners Association.
- 5.7 The SELLER will be entitled to cede any of its discretionary rights in terms of this agreement to the Blyde Wildlife Estate Owners Association.
- 5.8 Where applicable, the terms and conditions of this Deed of Sale forms an integral part of the HOA's rules which may be enforced by the HOA.

6.

SPECIAL CONDITIONS:

This sale is further subject to the following special conditions and the PURCHASER herewith acknowledges that these conditions are fair and enforceable by the SELLER or the Blyde Wildlife Estate Owners Association or any other interested party:

- 6.1 All OWNERS of any PROPERTY in Blyde Wildlife Estate, shall be subject to the conditions of approval for the development by the Limpopo Provincial Government.

The PURCHASER shall not be entitled to erect more than one dwelling together with the usual outbuildings on the property.

The PURCHASER acknowledges that a "building peg" on his property was indicated to him by the SELLER and that the PURCHASER acknowledges that with

1. _____ 1. _____ _____
 2. _____ 2. _____ _____
SELLER

the exception of his entrance road, no improvements whatsoever may be effected on his PROPERTY outside of a radius of 15 metres from the building peg.

The PURCHASER agrees that no double storey structures will be erected and that improvement of his PROPERTY will further be subject to the conditions of this agreement, as well as the Homeowner's Rules, building rules and architectural requirements and/or the Statutes of the Blyde Wildlife Estate Owners Association (Association incorporated in terms of Section 21) or any amendments thereof by the HOA. The restriction on double storey structures specifically includes that no windows will be allowed above ceiling height, and furthermore the highest point of the roof may not exceed 8 metres, measured from the highest ground-level point in the fifteen metre radius round the building peg.

The Home Owner rules, building rules and architectural requirements are attached to this agreement marked annexure "B", which forms an integral part of this agreement. The statutes of the HOA is attached marked annexure "C" which forms an integral part of this agreement.

- 6.2 The PROPERTY may not be subdivided under any circumstances.
- 6.3 No trading or business of any kind whatsoever will be allowed on the PROPERTY and the erection of any advertisement boards is prohibited
- 6.3 The PURCHASER may not erect any fence of any nature on his property. However, the SELLER and/or Owners Association have the perpetual right to erect any fence of any kind on the property for the purpose of controlling the movement of hippos.
- 6.5 The PURCHASER shall not be allowed to lodge any building plans with Maruleng Municipality or its successor in title without the SELLER not having first approved the plans in writing.

The HOA in its absolute discretion, has the right to approve or reject proposed building plans to ensure that the proposed building complies with the general standards of the development and environment.

- 6.6 Temporary buildings, caravans, pre-manufactured constructions or tents are prohibited on the PROPERTY.
- 6.7 Trees may only be removed to clear a building site or for gaining access to the building site.

Each owner will be responsible for the upkeep of his property and any weeds or invasive alien plants are to be removed.

- 6.8 Dogs, cats or any other domestic animals are prohibited on the Estate.
- 6.9 Hunting in any form or target shooting (except the underground shooting range at the Club House)- will not be permitted on the Estate.

1. _____ 1. _____ _____

2. _____ 2. _____ _____

SELLER

The use of all airguns catapults, bow and arrows, crossbow or any other similar items are totally prohibited on the Estate.

- 6.10 The PURCHASER shall adhere to all rules regarding access control, including any permit system which may be instituted by the HOA. Until the First General Meeting of the HOA the following rules will apply:
- Entrance fee for a day visitor is R10.00 (TEN RAND) per vehicle
 - Entrance fee for visitor who wishes to stay for a weekend, Friday to Sunday, will be R20.00 (TWENTY RAND) per vehicle.
 - If a non-resident visits the Estate frequently, a yearly season ticket can be obtained at R500.00 (FIVE HUNDRED RAND) per vehicle per year.
 - All residents can obtain yearly season tickets at R400.00 (FOUR HUNDRED RAND) per vehicle per year.
 - The above entrance fees will apply to all vehicles, including deliveries, excepting only official vehicles from state departments like the SAPD, Telkom, Nature Conservation, Municipal Building Inspectors and the Department of Water Affairs. The HOA reserves the right of admission and should any guest, visitor or contractor be in breach of any of the rules applicable to the development, access may be denied.
- 6.11 No go-carts or any vehicles not registered for a public road will be allowed on the Blyde Wildlife Estate. Quad bikes with four stroke engines at acceptable noise levels will be allowed, as well as golf carts.
- 6.12 The PURCHASER agrees by the signing of this agreement that the speed limit is 30km/h (THIRTY KILOMETRES PER HOUR) on the Estate and that the said speed limit may be enforced in any fitting way, by either the HOA, or anybody else appointed by the HOA, including the Local Authority.
- 6.13 The Owners Association may by majority vote institute any reasonable measure regarding the number of visitors visiting any one property in the reserve.
- 6.14 No boats or caravans may be parked outside garages.
- 6.15 The area presently fenced in around the contractor's gate is to be used exclusively by the SELLER, until such time as all the properties on the Estate are fully developed. The SELLER will be allowed to accommodate his contractors in this area and all other contractors may enter into agreements with the SELLER to also utilise the facilities of the contractors gate and contractors area where people can be housed and building materials can be stockpiled. The aforementioned contractor's area will be exempted from all rules of the Estate, until all the properties are fully developed.
- 6.16 The PURCHASER may rent his house out from time to time for such periods as he may deem fit. He will carry the responsibility that the tenants should adhere to all applicable rules of the Estate. The right to rent out dwelling houses on the Estate specifically rules out to use any house on the Estate as a guest house or bed and breakfast establishment, which will be regarded as the conducting of a business on the Estate which is strictly forbidden.

1. _____ 1. _____ _____

2. _____ 2. _____ _____

SELLER

- 6.17 In accordance with the approval of the Estate by the Limpopo Provincial Government, the Club House is the only venue where business may be conducted and where a liquor licence may be obtained. The Club House belongs to the SELLER and he is allowed to conduct the business of a Club House for his own profit.

Visitors to the Club House will not be allowed to use any of the other facilities on the Estate, including the road system for game viewing or the picnic areas. Visitors will only be allowed to move around on the Estate and enjoy the facilities of the Estate if they are accompanied by a member of the HOA and such member shall accept responsibility that the visitor/s adhere/s to all rules applicable on the estate.

The SELLER may reserve the right of admission to the Club House and further reserves the right to expand the facilities of the Club House to include a helipad, underground shooting range, runway for radio controlled aircraft as well as tennis and squash courts, health spa, laundry service and medical facilities.

Although the Club House will be operated as a private enterprise and will be exempt from the rules of HOA, it is envisaged that market related prices will ensure that the members have a unique facility within the Estate which will not only afford recreational opportunities which will also be the social hub of the Blyde Wildlife Estate community.

- 6.18 Properties (portions of the Blyde Wildlife Estate 619 KT) may not be consolidated.

The Hippo fence which will be erected between the row of houses which are nearest to the river, must be erected in such a way that hippos will not be able to penetrate the Estate beyond the floodplain. If a house on the front row is constructed in such a way that hippos can pass through the structure, the hippo fence will effectively pass through a portion of the house.

- 6.19 No lightning conductors will be allowed on the property except if installed in such a way on the roof of the house that it does not protrude for more than one meter from the top of the roof.

- 6.20 The SELLER will have the right to expand the Estate, but only if such proposed expansion is approved by 51% of the members of the HOA at a General Annual Meeting or a Special Meeting.

7.

MONTHLY LEVIES:

The PURCHASER is obliged to pay a monthly levy in respect of the following services:

- 7.1 Payment for Caretaker/Manager

- 7.2 Payment of labour wages

1. _____ 1. _____ _____

2. _____ 2. _____ _____

SELLER

- 7.3 Maintenance of the roads
- 7.4 Maintenance of the game fence
- 7.5 Supplying of water for the game, maintenance of watering holes and purchasing of forage for the game.
- 7.6 Cost of refuse removal from the Estate.
- 7.7 Cost of water and electricity consumption at the entrance gate, manager's house, contractor's area, Club House as well as the cost of water and electricity in connection with the purification of water and the provision of water to dams on the Estate.
- 7.8 All administration costs, auditing costs, insurance and collection of the levy.
- 7.9 Any other costs that the Owners Association may decide.
- 7.10 Security services on the Estate
- 7.11 The monthly levy will be the sum of R500.00 (FIVE HUNDRED RAND) plus VAT per month which levy is payable monthly in advance.
- 7.12 The levy will not be raised before the first Annual General Meeting and a possible increase in the levy will then be negotiated with the SELLER, or in the alternative, if the HOA takes over the management, the HOA will decide on what the levy should be.
- 7.13 It is agreed that the SELLER will not pay any levies for any unsold stands.
- 7.14 There are currently no rates and taxes payable to the local authority but should same be implemented in future, it will be a matter between each owner of registered property and the authorities.

8.

GAME:

- 8.1 It is recorded that every owner becomes co-owner of the game as well as any offspring in the proportion of 1 to 154.
- 8.2 The Owners Association will decide on the method of selling or removing any game. The Owners Association will also decide on any further purchase of any other species. Any income generated from selling of game will be utilised in the discretion of the Owners Association.

1. _____ 1. _____ _____
 2. _____ 2. _____ _____
 SELLER

9.

SPECIAL CONDITION APPLICABLE WITH ALIENATION:

9.1 Should the PURCHASER wish to sell the PROPERTY, he will as a prerequisite for the transfer of the PROPERTY first have to obtain a clearance certificate from the Blyde Wildlife Estate Owners Association, confirming that all levies have been paid and all other conditions of the Owners Association have been complied with.

The PURCHASER agrees that the following wording shall be inserted in his Deed of Transfer, which will bind himself and his successors in title:

- a. Every owner of a portion of the farm Blyde Wildlife Estate 619 KT, Limpopo Province shall become and shall remain a member of the Blyde Wildlife Estate Home Owners Association and be subject to its Statutes until he ceases to be an owner as aforesaid. Such property, being a portion of the aforementioned farm shall not be transferred to any legal persona who has not bound himself to the satisfaction of the aforementioned HOA to become a member of the Blyde Wildlife Estate Home Owners Association.
- b. The Owner of any portion of the farm Blyde Wildlife Estate 619 KT, Limpopo Province shall not be entitled to transfer the property without a clearance certificate from the HOA stating that the provisions of the Statutes of the HOA have been complied with and that all money due by the owner to the HOA have been paid.
- c. The term HOA in the aforesaid conditions of title shall be Blyde Wildlife Estate (incorporated under Section 21)

9.2 Should any levies not have been paid or should any other condition not be complied with, the SELLER shall be entitled to prevent transfer of the PROPERTY.

9.3 Any agreement entered into by the PURCHASER with a new buyer for the PROPERTY must contain all the terms and conditions as stipulated in this agreement.

10.

TRANSFER

Transfer of the PROPERTY shall be registered by the SELLER'S attorneys, STEYN & CLARKE ATTORNEYS from Hoedspruit and the PURCHASER shall be liable for all costs relating to the transfer of the PROPERTY, which includes the costs of the drafting of this Deed of Sale and conveyancing charges plus VAT thereon. Such costs are payable on demand.

1. _____ 1. _____ _____
 2. _____ 2. _____ _____
SELLER

11.

AGENT'S COMMISSION:

It is herewith recorded that the PURCHASER has no liability whatsoever regarding the payment of Estate agents commission.

12.

DEFAULT:

12.1 Prior to registration of transfer:

In the event of the PURCHASER failing to comply with any condition of this agreement and failing to make good such default within 14 (FOURTEEN) days after a written notice has been sent to him by registered post addressed to his hereinafter mentioned *domicilium*, the SELLER shall be entitled to:

12.1.1 Cancel this agreement, and reclaim possession of the PROPERTY, in which event the PURCHASER shall forfeit all monies already paid as liquidated damages; alternatively

12.1.2 The SELLER will be entitled to claim immediate payment of the full outstanding balance payable under this deed of sale.

12.2 After registration of transfer:

In the event of the PURCHASER failing to comply with any condition of this agreement and failing to make good such default within 14 (FOURTEEN) days after a written notice has been sent to him by registered post addressed to his *domicilium*, the SELLER or the Blyde Wildlife Estate Owners Association, as the case may be, shall be entitled to enforce any condition of this agreement.

13.

DOMICILLIUM CITANDI ET EXECUTANDI:

The parties to this agreement hereby choose for all purposes, also after registration of transfer and until such time as written notice of change of address has been given to the other party, the following addresses as their respective *domicilium citandi et executandi*:

THE SELLER:

121 Eland street , HOEDSPRUIT, 1380

THE PURCHASER:

The address as set out below his name on page 1 of this agreement.

1. _____ 1. _____ _____

2. _____ 2. _____ _____

SELLER

14.

JURISDICTION:

- 14.1 The parties consent to the jurisdiction of the Magistrate's Court for any legal action which might emanate from this agreement, also after registration of transfer. This consent shall not prevent any of the parties to this agreement to institute proceedings in the Supreme Court.
- 14.2 Should proceedings be instituted against the PURCHASER, the PURCHASER shall be liable for the payment of all costs on the scale applicable as between attorney and client.

15.

GENERAL CONDITONS:

- 15.1 If the PURCHASER is acting as a trustee for a company or close corporation to be formed and such company or close corporation has not been incorporated and has not ratified this agreement in fourteen days (or any extension of the aforementioned period agreed upon in writing by the parties) then the signatory to this agreement shall be bound in his personal capacity as the PURCHASER under this agreement. Should the legal person however be incorporated and duly ratifies this agreement or if the signatory signs on behalf of a Company, Close Corporation or Trust, then the signatory to this agreement will by virtue of his signature to this agreement be bound as surety and co-principal debtor jointly and severally, in solidum together with the aforementioned company, close corporation or trust for the fulfilment of all the terms and conditions of this agreement.
- 15.2 The PURCHASER shall not be entitled to effect any improvements to the PROPERTY prior to registration of transfer into his name. Any improvements effected in contravention of this condition shall be forfeited in the event of cancellation of this agreement.

16.

The terms of this agreement and annexures thereto constitute the entire agreement between the parties hereto and no variation, alteration, modification of any of the terms of this agreement shall be of any force and effect unless committed in writing and signed by both parties to this agreement.

1. _____ 1. _____ _____
 2. _____ 2. _____ _____
SELLER

SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 2006.

AS WITNESSES:

1. _____

BLYDE WILDLIFE ESTATE

2. _____

SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 2006.

AS WITNESSES:

1. _____

PURCHASER

2. _____

1. _____ 1. _____ _____

2. _____ 2. _____ _____
SELLER