

COX & partners/vennote

PROKUREUERS . ATTORNEYS . ABAMELI
NOTARISSE . NOTARIES
AKTEUITMAKERS . CONVEYANCERS

STANDARD BANK GEBOU
H/v Hoog en Markstrate

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DOCEX 1
VRYHEID 3100

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Ons/Our 01K010998

Datum/Date 11/05/1999

**DR B F KHUMALO
ALTE ZIEGELEI 4
D-26197 HUNTLOSEN
GERMANY**

Doctor

OPTION TO PURCHASE : M W P KOEKEMOER / YOURSELF

Attached hereto please find a copy of the Option, duly signed, as requested.

Yours faithfully

(pp E van Deventer)
A B T VAN DER MERWE
/evd

VENNOTE/PARTNERS: J.S. LOUW (B.A. LL.B.) A.B.T. VAN DER MERWE (B.IURIS LL.B.) J.D.S. JORDAAN (B.COMM. LL.B.)

BYGESTAAN DEUR/ASSISTED BY: A GROENEWALD (B.PROC. LLB.)

O P T I O N

I, the undersigned

MARTHINUS WESSEL PRETORIUS KOEKEMOER

Identity Number : 420218 5039 00 3

**Married Out of Community of Property
(The First Party)**

the registered owner of the following properties:

1. Remainder of Portion 1 of the Farm Schaapkopje 194
In extent 29,0316 Hectares;

2. The following properties in the HT Registration Division, Situate in the Vryheid Transitional Local Council Area, Province of KwaZulu-Natal:

Erf 1 (in extent 4,0469 Hectares); Erf 2 (7,1653 Hectares); Erf 3 (5,1531 Hectares); Erf 4 (5,7369 Hectares); Four-Seventh undivided share in Erf 5 (2,1310 Hectares); Erf 6 (3,4291 Hectares); One-Fourteenth undivided share in Erf 7 (2,8328 Hectares); Fourteen-seventeenth undivided share in Erf 8 (3,5301 Hectares); Erf 9 (2,3199 Hectares); Erf 10 (1,9794 Hectares); Remainder of Erf 11 (2056 square meters); Portion 1 of Erf 11 (2576 square metres); Portion 2 of Erf 11 (2634 square metres); Erf 12 (2,3693 Hectares); Remainder of Erf 13 (3571 square metres); Portion 1 of Erf 13 (3018 square metres); Erf 14 (2,0527 Hectares); Erf 15 (1,5724 Hectares); Erf 16 (1,7385 Hectares); Remainder van Erf 17 (3093 square metres); Portion 1 of Erf 17 (5292 square metres); Portion 2 of Erf 17 (4451 square metres); Erf 18 (2,0188 Hectares) ; Erf 19 (1,2688 Hectares); Erf 20 (1,6192 Hectares); Erf 21 (1,1435 Hectares); Erf 22 (1,5767 Hectares); Erf 23 (1,0565 Hectares); Erf 24 (1,2328 Hectares); Erf 25 (1,0752 Hectares); Erf 26 (1,3177 Hectares); Remainder of Erf 27 (1,1694 Hectares); Remainder of Erf 29 (1,1762 Hectares); Erf 30 (1,2192 Hectares); Remainder of Erf 31 (1,3132 Hectares); Remainder of Erf 32 (1,9293 Hectares); Remainder of Erf 33 (7834 square metres); Remainder of Portion 1 of Erf 35 (2119 square metres); Remainder of Portion 6 of Erf 35 (638 square metres); Erf 36 (1,0052 Hectares); Erf 37 (1,0779 Hectares); Erf 38 (8992 square metres) Erf 39 (6539 square metres); Erf 40 (2,2873 Hectares); **Remainder of Erf 44 (2,1346 Hectares); Portion 1 of Erf 44 (1,7809 Hectares);** Remainder of Erf 45 (1,5112 Hectares); Remainder of Portion 1 of Erf 45 (2084 square metres); Remainder of Erf 48 (1,3158 Hectares); Erf 49 (1,5471 Hectares); Erf 51 (1,5111 Hectares); Erf 52 (1,1186 Hectares); Erf 49 (1,5471 Hectares); Erf 51 (1,5111 Hectares); Erf 52 (1,1186 Hectares); Erf 53 (1,7457 Hectares); Erf 62 (7736 square metres); Erf 63 (1,7495 Hectares); Erf 66 (1,1802 Hectares); Erf 67 (1,3198 Hectares); Erf 68 (1,3198 Hectares); Remainder of Erf 75 (1,5324 Hectares); Remainder of Erf 76 (11,5474 Hectares); Remainder of Erf 77 (1,0944 Hectares); Remainder of Erf 78 (347 square metres);

Remainder of Erf 79 (1,0188 Hectares); Remainder of Erf 80 (1,5374 Hectares); Remainder of Erf 81 (9319 square metres); Portion 1 of Erf 81 (3989 square metres); Erf 82 (1,3316 Hectares); Erf 83 (1,2745 Hectares) and Erf 84 (7830 square metres).

and the owner of the following two erven which is still to be transferred to me:-

- a). Erf 54, Vryheid-East: HT Registration Division: Situate in the Vryheid Transitional Local Council Area; Province of KwaZulu-Natal
In Extent 2,7763 Hectares:
- b). Erf 55, Vryheid-East: HT Registration Division: Situate in the Vryheid Transitional Local Council Area; Province of KwaZulu-Natal
In Extent 1,7678 Hectares:

hereby give an option to:

Dr. BENJAMIN FITZPATRICK KHUMALO
Born on 4 September 1950
(The Second Party)

to purchase the abovementioned properties from me for **R700,00-00** (SEVEN HUNDRED THOUSAND RAND) subject to the following conditions:

1. The option shall be for a period of one (1) year ending at 12 noon on 15 April 2000, and the option shall be exercised in writing on or before the said time and date.
2. In the event of The Second Party exercising the option, the transaction will be subject to the following:
 - a) The Second Party shall be responsible for payment of all costs of Transfer, including the cost of this option, as well as Transfer Duty or V.A.T., whichever is applicable, and shall provide the conveyancers hereinafter mentioned with the cost of transfer when called upon to do so.

It is recorded that the First Party is registered as a Vendor in terms of the Value-Added Tax Act 89/1991 as amended and that the Second Party is not so registered.

- b) Occupation and possession of the properties shall be given on date of registration of transfer from which date the risk in the property shall pass to the Second Party.
- c) The Purchase Price shall be payable against registration of transfer of the property in the name of the Second Party and the Second Party shall within 30 days after date of exercising of the option, provide the First part with a guarantee for payment of the purchase price as aforesaid.

- d) The First Party does not guarantee that the beacons and/or boundary fences are on their correct positions nor does he guarantee that the extent given is correct, but sells the property held by him under Title Deed and subject to all conditions contained therein and further sells the property “VOETSTOOTS”.
- e) The parties consent in terms of SECTION 45 of ACT 32/44 to the jurisdiction of the Magistrate’s Court for any district having jurisdiction in terms of SECTION 28(1) of the said Act, in respect of any legal proceedings which may become necessary under this agreement.
- f) The First party shall when called upon to do so, point out to the Second part the outside beacons of the property but shall not be obliged to point out the beacons or boundaries of the separate erven.
- g) Should the Second Party fail to comply with the terms of the transaction the First Party shall be entitled to give the Second Party **30 (THIRTY) DAYS** notice so to comply, and should the Second Party thereafter still be in default, the First Party shall be entitled to cancel the sale by written notice, and shall be further entitled to take action for any damages he may have suffered as a result of the Second Party’s default.

Should the First Party fail to comply with any of the conditions of the sale, the provisions of this paragraph will apply *mutatis mutandis*.

The parties choose as their *domicilium citandi executandi* the following addresses:

First Party’s Address: 231 Klip Street, Vryheid

Second Party’s Address: Alte Ziegelei 4, D-26197 Huntlosen, Germany

and any notice sent by one part to the other at the applicable address by prepaid registered post shall be deemed as proper notice.

It is understood and agreed upon that this Agreement constitutes the whole contract between the Parties and no representations and statements made by or on behalf of either party including the negotiations preceding this agreement, shall in any way effect the respective rights of the Parties except in so far as the same may be repeated herein.

- h) All conveyancing shall be done through the offices of COX & PARTNERS, STANDARD BANK BUILDING, CNR HIGHT AND MARKET STREETS, VRYHEID.

THUS DONE AND SIGNED BY THE FIRST PARTY AT VRYHEID ON THE 23rd
DAY of April 1999.

AS WITNESSES:

1. _____

M.W.P. Koekemoer

2. E. van Deventer

I, the undersigned BENJAMIN FITZPATRICK KHUMALO hereby accept the above
option.

THUS DONE AND SIGNED BY THE SECOND PARTY AT VRYHEID ON THE 15th
DAY OF April 1999.

AS WITNESSES:

1. A.B.T. van der Merwe

Dr. B.F. Khumalo

2. E. van Deventer

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