

DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND
BETWEEN:

JOHN PETER SYMONS
("the SELLER")

and

PHULUKISA MEDICAL INVESTMENTS (PTY) LTD
REGISTRATION NUMBER. 2008/0104785/07
("the PURCHASER")

DRAFTED BY:
KRUGER ATTORNEYS
P O BOX 2022
RICHARDS BAY
3900

TEL: (035) 789 2688
FAX: (035) 789 2644

DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

JOHN PETER SYMONS

Identity Number: 580803 5113 08 4

herein together with his heirs, executors, administrators and assigns;
(hereinafter referred to as "the SELLER")

and

PHULUKISA MEDICAL INVESTMENTS (PTY) LTD

REGISTRATION NUMBER. 2008/0104785/07

together with its Administrators or assigns, herein represented by

FIKILE CHRISTIAN QOBOSHIYANE

Identity Number: 530712 5720 08 0

in his capacity as Director of the company and duly authorised thereto by way of a
Resolution attached hereto marked Annexure "A"
(hereinafter referred to as "the PURCHASER")

WHEREBY it is agreed as follows:

The SELLER agrees to sell and the PURCHASER agrees to purchase the following properties known as:

ERF 714 EXTENSION NO. 2 ESHOWE
EXTENT: 2,0234 (TWO COMMA NAUGHT TWO THREE FOUR) HECTARES
REGISTRATION DIVISION GU
PROVINCE OF KWAZULU NATAL

HELD BY the SELLER and subject to the conditions included in the Title Deed, which the PURCHASER is aware of.

The Agreement is subject to the following conditions:

1.

PURCHASE PRICE

- 1.1. The purchase price is the sum of R1,100 000.00(ONE COMMA ONE MILLION RAND) which amount is payable to the SELLER by the PURCHASER as follows:
- 1.1.1 A non-refundable deposit of R100 000.00(ONE HUNDRED THOUSAND RAND) payable on or before the 31st of July 2013; and
- 1.1.2 The balance Purchase Price of R1 000 000.00 (ONE MILLION RAND) on date of registration of the transfer into the name of the Purchaser. This amount will be deposited with the transferring attorneys by no later than the 15th of August 2013 alternatively the Purchaser will supply the Seller with a Bank Guarantee acceptable to the Seller for this amount, by the said date.

2.

VOETSTOOTS

In effect this Agreement is a sale of property "Voetstoots" to the PURCHASER. The PURCHASER will further be liable for rates and taxes with respect to the property, as from date of registration of transfer.

3.

OCCUPATION

- 3.1 The PURCHASER will take in occupation of the premises on date of registration of the transfer.
- 3.2 On date of occupation all risk of property will be transferred to the PURCHASER.

4.

COSTS

- 4.1 The PURCHASER shall be liable for the costs of transport of the property, including transfer duties, stamp duties and costs of this Agreement.
- 4.2 Registration of Transfer of the property will be conducted by KRUGER ATTORNEYS, 5 BOLERO PARK, KRUGERRAND, RICHARDS BAY, 3900.

5.

PLACE OF PAYMENT

All payments must be made to KRUGER ATTORNEYS, 5 Bolero Park, Krugerrand, Richards Bay, free of exchange and Bank commission at Richards Bay.

6.

NOTICES AND DOMICILIA

- 6.1 The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:-

SELLER : No.10 OAKBROOK ESTATE
NOTTINGHAM ROAD
3280

PURCHASER : 1002 DURDOC CENTRE
460 SMITH STREET
DURBAN
4000

or such other addresses as may be substituted by notice given as required.
Each of the parties will be entitled from time to time to vary its domicilium by

4/...

FLQ

written notice to the other address within the Republic of South Africa which is not a post office box or poste restante.

6.2 Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand.

6.3 A notice will be presumed, unless the contrary is proven, to have been given:-

6.3.1 if posted by prepaid registered post, 5 (five) days after the date of posting thereof;

6.3.2 if hand delivered during business hours on a business day, on the day of delivery.

7.

BREACH

In the event of either party ("the defaulting party") committing a breach of this Agreement and failing to remedy the breach within 7(seven) days after receiving written notice to do so has been given then the other party ("aggrieved party") shall have the option either;

7.1 to cancel this agreement; or

7.2 to enforce the agreement and sue the defaulting party for specific performance without prejudice to any claim for damages which the aggrieved party may have suffered as a result of the said breach.

8.

LIABILITY

The property is sold as described in the existing Title Deed thereof, and is subject to all the conditions and servitudes (if any) attaching or mentioned or referred to in the said Title Deed. The SELLER shall not be liable for any deficiency in extent which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.

9.

AGENT'S COMMISSION

9.1 The Agent's commission herein is 5% (FIVE PERCENT) plus VAT amounting to R62 700.00 (SIXTY TWO THOUSAND SEVEN HUNDRED RAND) which must be paid by the Seller against registration of transfer of the property into the name of the Purchaser to the agent Kruger Attorneys, 5 Bolero Park, Krugerrand, Richards Bay.

9.2 If the Deed of Sale is cancelled as a result of breach of contract committed by either the Seller or the Purchaser, the agent, Kruger Attorneys will be entitled to recover such commission from the defaulting party.

10.

JURISDICTION

The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any actions or proceedings in connection with this Agreement notwithstanding that the actions or proceedings would otherwise be beyond that jurisdiction.

11.

HEADINGS

The headings in this agreement are for convenience and are not to be used in its interpretation.

6/...

FLC

ENTIRE AGREEMENT

This constitutes the entire Agreement between the parties and no variation of this Agreement shall be of any force or effect unless it is in writing and is signed by all the parties.

SIGNED by the **SELLER** at _____ on this the ____ day of _____ 2013, in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

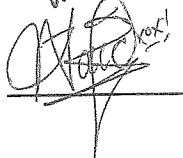
2. _____


J. P. SYMONS
SELLER

SIGNED by the **PURCHASER** at _____ on this the ____ day of _____ 2013, in the presence of the undersigned witnesses.

AS WITNESSES:

1.  _____ (Faraz Subramoney)

2.  _____ (Janelle Naicker)



F. C. QOBOSHIYANE
FOR AND ON BEHALF OF
PHULUKISA MEDICAL
INVESTMENTS (PTY) LTD
PURCHASER

RESOLUTION PASSED AT A MEETING OF THE DIRECTORS OF PHULUKISA MEDICAL INVESTMENTS PROPRIETARY LIMITED
HELD AT ESHOWE HILLS C&F CLUB
ON THE 14 OF September 2013

RESOLVED THAT:

1. The Company purchases the following property:

ERF 714 ESHOWE EXTENSION NO 2,
REGISTRATION DIVISION GU, PROVINCE OF KWAZULU-NATAL
MEASURING 2,0234 (TWO COMMA ZERO TWO THREE FOUR) HECTARES

HELD BY DEED OF TRANSFER NO. T9948/1997

From John Peter Symons

For the sum of 1,100 000.00 (ONE COMMA ONE MILLION RAND)

2. Fikile Christian Qoboshiyane in his capacity as duly authorised representative be and is hereby authorised to sign all documents necessary to give effect to the purchase of the property and the transfer thereof into the name of PHULUKISA MEDICAL INVESTMENTS PROPRIETARY LIMITED.

CERTIFIED A TRUE COPY

<u>MTSHABELA B.H.</u>	<u>B.H.M. Mtshabela</u>
<u>KHUZWAYO N.C.</u>	<u>N.C. Khuzwayo</u>
<u>MPUNGOSE S.K.D.</u>	<u>S.K.D. Mpungose</u>
<u>QOBOSHIYANE F.C.</u>	<u>F.C. Qoboshiyane</u>
<u>DR SE C/NO?</u>	<u>Dr S.E. C/NO?</u>
<u>D. SIBUSISO B.H. ZUNGU</u>	<u>D. Sibusiso B.H. Zungu</u>

To be signed by each and every Director