

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract.

TO:

Phone: (08) 6399 6800 Fax: (08) 6399 6899  
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De Freitas & Ryan Property Consultants Pty Ltd  
T/As De Freitas & Ryan Cockburn



As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS) "MP CUSTODIAN PTY LTD ACN 604622693 AS  
CUSTODIAN FOR MP SUPERANNUATION FUND"

61640 Beecan Drive Succell WA 6164

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and the Special Conditions.

**SCHEDULE**

The Property at:

640 Beecan Drive Succell

Lot 6 Deposited/Survey/Strata/Diagram/Plan 6116 Whole/Part Vol 2793 Folio 106

A deposit of \$ 10,000 of which \$ 10000 is paid now and \$ — to be paid within — days of acceptance

to be held by DE FREITAS AND RYAN TRUST ACCOUNT  
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price \$340,000 plus GST 15/4/15 + DJ. [Signature] x PS

Settlement Date 10th June 2015

Property Chattels including AS PER THE LEASE AGREEMENT.

**FINANCE CLAUSE IS APPLICABLE**

LENDER BANK OF QUEENSLAND  
(NB. if blank, can be any Lender)  
LATEST TIME: 4pm on: WITHIN 28 DAYS FROM RECEIPT  
AMOUNT OF LOAN: \$235,000  
SIGNATURE OF BUYER: [Signature]

**FINANCE CLAUSE IS NOT APPLICABLE**

Signature of the Buyer if Finance Clause IS NOT applicable

**SPECIAL CONDITIONS**

- x 1. THE GST ANNEXURE ATTACHED FORMS PART OF THIS CONTRACT. x DJ. [Signature] PS
- 2. ANNEXURE "A" ATTACHED FORMS PART OF THIS CONTRACT. x DJ. [Signature] PS
- x 3. THE BUYER ACKNOWLEDGES THAT THE PREMISES IS CURRENTLY LET TO  
SULLESS ENTERPRISE PTY LTD T/A SULLESS LEASO AND HAS RECEIVED 17 COPY OF  
THE CURRENT LEASE AGREEMENT. x DJ. [Signature] PS

x DJ. [Signature] x Paul Sincov

**CONDITIONS**

**1. SUBJECT TO FINANCE**

If the Buyer signs the 'Finance Clause is not Applicable' box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to this Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

**1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller**

- (a) The Buyer must:
- (1) Immediately after the Contract Date make a Finance Application to the Lender using, if required by the Lender, the Property as security; and
  - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end under Clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
  - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

**1.2 No Finance Approval by the Latest Time: Non Approval Notice Given**

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) written Finance Approval has not been obtained or the Finance Application has been rejected; and
- (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

**1.3 No Finance Approval by the Latest Time: No Notice Given**

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
  - (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non Approval Notice to the Seller or Seller Agent.

**1.4 Finance Approval: Approval Notice Given**

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; and
  - (b) the Buyer has given an Approval Notice to the Seller or Seller Agent;
- then this Clause 1 is satisfied and this Contract is in full force and effect.

**1.5 Notice Not Given by Latest Time: Seller's Right to Terminate**

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

**1.6 Buyer Must Keep Seller Informed: Evidence**

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
  - (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
  - (2) provide evidence in writing of the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made; or any rejection; and
  - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender the information referred to in Clause 1.6(a).

**1.7 Right to Terminate**

- If a Party has the right to terminate under this Clause 1, then:
- (a) termination must be effected by written Notice to the other Party;
  - (b) Clauses 23 and 24 of the 2011 General Conditions do not apply to the right to terminate;
  - (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
  - (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

**1.8 Waiver**

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

**1.9 Definitions**

In this Clause:

**Amount of Loan** means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

**Approval Notice** means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

**Finance Application** means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

**Finance Approval** means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and
- (b) for the Amount of Loan; and
- (c) which is unconditional or subject to terms and conditions;
  - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
  - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
  - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
    - (i) an acceptable valuation of any property;
    - (ii) attaining a particular loan to value ratio;
    - (iii) the sale of another property; or
    - (iv) the obtaining of mortgage insurance;
 and has in fact been satisfied.

**Latest Time** means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

**Lender** means:

- (a) the lender nominated in the Schedule; or
- (b) if no lender is nominated in the Schedule, any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

**Non Approval Notice** means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained.

- 2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.
- 3. The 2011 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
- 4. If GST is applicable to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act.]

Witness
Date  

16.4.15  
16.4.15

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer SUCCESS PROPERTIES PTY LTD  
C/O SUITE 101-104/118 GREAT NORTH ROAD FIVE OAK NSW 2046

[If a corporation, then the Seller executes this Contract pursuant to s.127 of the Corporations Act.]

Witness
Date  

16.4.2015

**RECEIPT OF DOCUMENTS**  
 The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance	3. Form 28 and its attachments (if a strata lot)
2. 2011 General Conditions	4. _____
5. Other _____	

Signatures: \_\_\_\_\_

**RECEIPT OF DOCUMENTS**  
 The Seller acknowledges receipt of the following documents:

1. This offer and acceptance	3. _____
2. 2011 General Conditions	
4. Other _____	

Signatures: \_\_\_\_\_

**CONVEYANCER** The Parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number.

BUYER'S REPRESENTATIVE <u>LAL SETTLEMENTS</u> Name Signature	SELLER'S REPRESENTATIVE <u>SHANE JACOB SCOTT</u> Name Signature
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### GST ANNEXURE

This annexure is a special condition to the Contract for the Sale of Land or Strata Title by Offer and Acceptance for the property at:

61640 Beeljar Road Success

The Seller represents that the Seller will be registered for GST at Settlement  
Only one choice is to be selected and signed. The other three (3) choices should be deleted.

**Choice 1 Full GST (GST Included in the Purchase Price)**

- (a) The Seller and Buyer agree that the Purchase Price is inclusive of GST.
- (b) The Seller will at Settlement provide a Tax Invoice to the Buyer.

Seller

Buyer

**Choice 2 Going Concern**

- (a) The Seller and Buyer agree that the sale of the Property in this Contract is the supply of a Going Concern and is GST free.
- (b) The Seller agrees that it will carry on and conduct the enterprise as a Going Concern until the date that Settlement of this Contract actually occurs.
- (c) The Seller agrees to supply at Settlement all the things required for the continued operation of the enterprise as a Going Concern.
- (d) The Seller and the Buyer agree that the supply is GST-free and the Purchase Price is exclusive of GST.
- (e) If for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, for the supply of a going concern then:
  - (i) the Buyer agrees to pay to the Seller, the amount of the GST, within 30 days after the Seller's liability for GST on this sale is confirmed by the Commissioner of Taxation;
  - (ii) the Seller will give to the Buyer, a Tax Invoice.
- (f) The Buyer represents that at Settlement the Buyer will be registered for GST.

Further for the purposes of Stamp Duty assessment the Seller and Buyer state:

- 1) To the best of our knowledge and belief, GST is not payable on the transaction the subject of the Instrument.
- 2) A ruling has not been obtained or sought from the Australian Taxation Office on the transaction.
- 3) The basis on which it is claimed that no GST is payable is that the transaction meets the requirements of a going concern under the GST Act and GST Ruling 2002/5 in that the Seller supplies to the Buyer all of the things that are necessary for the continued operation of an enterprise; and the Seller carries on, or will carry on, the enterprise until the day of the supply (whether or not as part of a larger enterprise carried on by the supplier).
- 4) The Buyer and the Seller declare that the conditions or requirements specified in the GST Act have been or will be met.

Seller

Buyer

**Choice 3 Margin Scheme**

- (a) The Buyer and Seller agree that the Margin Scheme applies to this transaction.
- (b) The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme.
- (c) The Buyer will not receive a Tax Invoice.

Seller

Buyer

**Choice 4 Full GST (GST payable in addition to the Purchase Price)**

- (a) GST applies to this transaction and clause 18.3 of the 2011 General Conditions apply to this Contract. The Seller and Buyer agree that the Purchase Price does not include GST. The Buyer must pay GST on the Purchase Price to the Seller at Settlement.

Seller  Paul Simeoni

Buyer  [Signature]