



CONVEYANCING

2005:13:IP:fd

21 June 2013

Pujari Pty Ltd as Custodial Trustee for the Thippeswamy Superannuation Fund
PO Box 335
JURIEN BAY WA 6516

RE: PURCHASE OF 130 THROSSELL STREET COLLIE

Purchase price	230,000.00	
Deposit paid		2,000.00
Council Rates \$1,211.81 pa YOUR PROPORTION 79 days	262.28	
Water Rates \$188.10 pa YOUR PROPORTION 79 days	40.71	
Stamp Duty on Offer and Acceptance and Business Sale Agreement	11,563.00	
Registration Fee on Transfer of Land	210.00	
Settlement Administration Fee <i>normally \$1,025.00 but say</i>	770.00	
Disbursements	87.00	
Water, Shire and Land Tax – Account enquiry fee	156.90	
Landgate Searches	137.72	
AMOUNT RECEIVED FROM YOU		\$244,189.61
REFUND DUE TO YOU	\$2,962.00	
E & O E	\$ 246,189.61	\$ 246,189.61

WITH COMPLIMENTS
JOHNSON MATICH CONVEYANCING

IAN PEACOCK

12/03 2013 48 FAX

FOR USE BY
NON MEMBERS OF REIWA

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

02/11 810

APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (R.E.I.A.)
COPYRIGHT © REIWA 2011

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.

ABN 97 573 347 728
WESTERN AUSTRALIA DUTY
TSF 11/04/13 15:12 003271391-00300 N
DUTIABLE VALUE \$ *****230,000
DUTY \$ *****7,030.00
PEN \$*****87.00

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS) PUJARI PTY LTD (ACN 161 151 720) AS
CUSTODIAL TRUSTEE FOR THE THIPPESWAMY SUPERANNUATION FUND
SUITE 15-22 RAILWAY ROAD SUBIACO WA 6008

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:

130 THROSSELL STREET COLLIE WA 6225

Lot 2870 Deposited/Survey/Strata/Diagram/Plan 37770 Whole/Part Vol 2573 Folio 837

A deposit of \$ 2000.00 of which \$ 0 is paid now and \$ 2000.00 to be paid within 7 days of acceptance

to be held by...
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price \$ 230,000.00 ~~\$ 230,000.00~~ ~~\$ 252,000.00~~ ~~\$ 230,000.00~~

Settlement Date WITHIN 28 DAYS OF FINANCE APPROVAL

Property Chattels including NIL

FINANCE CLAUSE IS APPLICABLE

LENDER INVESTEC BANK (AUST) LTD

LATEST TIME: 4pm on: 7.1.2013

AMOUNT OF LOAN: 90%

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

ANNEXURE A, B, C, D & E FORMS PART OF THIS CONTRACT
GST ANNEXURE FORMS PART OF THIS CONTRACT

[Signature]
on behalf of PUJARI PTY LTD

12/03 2013 15:50 FAX

005

Annexure "B"

Purchase of another Business

Contract for the Sale of Land by Offer and Acceptance dated

10 / 12 / 2012

Seller: MARYON ROBEENA WADE
Buyer: PUJARI PTY LTD AS CUSTODIAL TRUSTEE FOR THE THIPPESWAMY SUPERANNUATION FUND
Property: 130 THROSSELL ST COLLIE

- 1. This Contract is subject to and conditional upon:
i. The Buyer entering into a contact ("the Secondary Contract") for the purchase of the Sellers Dental Practice known as Dr Alan Wade, Collie WA on or before the ... and;
ii. The Secondary Contract becoming unconditional on or within 28 days after the date of the Secondary Contract; and
iii. Settlement of the Secondary Contract being effected on or before settlement of this contract
2. In the event of settlement of the Contract being delayed due to a delay in settlement in the Secondary Contract the Seller will be entitled to receive penalty interest in accordance with the provision of General Condition 4 of the Joint Form of General Conditions for the Sale of Land, forming part of the Contract.
3. If either:
1. The Buyer is, through no fault of the Buyer, unsuccessful in entering into the Secondary Contract within the time limit specified in this condition; or
2. Settlement of the Secondary Contract is terminated for any reason not due to the default of the Buyer

Then this Contract will be deemed to be come to an end where upon the deposit and all other monies (if any) paid by the Buyer pursuant to the terms of the Contract shall be repaid to the Buyer and neither party shall have any further claim against the other in law or equity.

Justice of the Peace WA 2484

Seller: [Signature] Date 10/12/12 Witness: [Signature]
Seller: Date / / Witness:
Buyer: [Signature] Date 10/12/12 Witness: [Signature]
Buyer FOR PUJARI PTY LTD Date 10/12/12 Witness:

12/03 2013 1:50 FAX

006

Annexure ".....^C....."

Timber Pest Inspection Report (All Timber Pests)

Contract for the Sale of Land by Offer and Acceptance dated

10 / 12 / 2012

Seller: MARYON ROSENA WADE
Buyer: PUJARI PTY LTD AS CUSTODIAL TRUSTEE FOR THE THIPPESWAMY SUPERANNUATION FUND
Property: 130 THROSSELL ST COLLIE

- 1. This contract is conditional upon a licensed pest control company ("Contractor") issuing a certificate in accordance with Australian Standards confirming that the Property is free from timber pest infestation and damage ("the Certificate").
- 2. The Buyer shall, at the Buyer own expense, employ a Contractor of the Buyers choice and the Certificate shall be obtained not less than 14 days after acceptance of the Offer date. The Seller shall allow the Contractor access to the Property to satisfy this condition.
- 3. If the Certificate reveals either the existence of active termite and/or white ant infestation or damage caused by termite and/or white ant infestation or both termite and/or white ant infestation and damage then the Seller may at the Seller's option:
 - a) Treat such infestation and/or repair such damage at the Sellers cost prior to settlement; or
 - b) Give the Buyer the right to terminate the contract by giving written notice of termination to the Seller or the Sellers agent on or within 48 hours of receipt of written notification from the Seller that the Seller is unwilling to affect such treatment and or such repairs.

Seller: [Signature] Date 18/12/12, Witness: [Signature]
Seller: Date/...../..... Witness:
Buyer: [Signature] Date 10/12/12 Witness: [Signature]
Buyer for PUJARI PTY LTD Date 10/12/12 Witness:

Bruce W. Marshall
Justice of the Peace
WA 2484

12/03 2013 : 51 FAX

007

Annexure "D"

Council Zoning

Contract for the Sale of Land by Offer and Acceptance dated

10 / 12 / 12

Seller: MARYON ROBBENA WADE

Buyer: PUJARI PTY LTD AS CUSTODIAL TRUSTEE FOR THE THIPPESWAMY SUPERANNUATION FUND

Property: 130 THROSCHELL ST COLLIE

- The Seller warrants that Council approval have been given for the property to be used for the commercial purposes of conducting a Dental Practice at the Property.

Bruce W. Marshall
Justice of the Peace
WA 2484

Seller *Maryon Robbena Wade* Date 10/12/12 Witness: *[Signature]*

Seller Date/...../..... Witness:

Buyer *[Signature]* Date 10/12/12 Witness: *[Signature]*

Buyer FOR PUJARI PTY LTD Date 10/12/12 Witness:

12/03 2013 . . . 49 FAX

004

Annexure "A"

Building Inspection Report

Contract for the Sale of Land by Offer and Acceptance dated

10 / 12 / 2012

Seller: MARYON ROSEBENA WIAOE

Buyer: PUJARI PTY LTD AS CUSTODIAL TRUSTEE FOR
THE THIPPESWAMY SUPERANNUATION FUND

Property: 130 THROSSSELL ST COLLIE

1. This Contract is conditional upon an Architect / Registered Builder / Engineer issuing a Report ("Report") in accordance with Australian Standards confirming that the Property is free from structural defects.
2. The Buyer shall, at the Buyer's own expense, employ an Architect / Registered Builder / Engineer of the Buyers choosing ("Contractor") and the Report shall be obtained and a copy of the said Report is to be given to the Seller not more than 14 days from the date of the Contract. The Seller shall allow the Contractor access to the Property to satisfy this condition.
3. If the Report reveals the existence of structural damage then the Seller may at the Seller's option:
 - i. Repair such damage at the Sellers costs prior to settlement; or
 - ii. Give the Buyer written notification that the Seller is unwilling to effect such repairs where upon the Buyer has the right to terminate the contract by giving written notice of termination to the Seller or the Sellers agent on or within 48 hours of receipt of written notification from the Seller that the Seller is unwilling to affect such repairs.

Bruce W. Marshall
Justice of the Peace

Seller Maryon Wiaoe Date 15 / 12 / 12 Witness: [Signature]

Seller Date / / Witness:

Buyer [Signature] Date 10 / 12 / 12 Witness: [Signature]

Buyer FOR PUJARI PTY LTD Date 10 / 12 / 12 Witness:

12/03 2013 .48 FAX

003

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

02/11 810

1. SUBJECT TO FINANCE

CONDITIONS

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule then this clause 1 does not apply to the 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 an application for Finance Approval 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 Finance Approval 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; 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) written 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 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 advise the Seller or Seller Agent of:
 - (1) 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 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 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 15 Business Days after the Contract Date.

Lender means:

- (a) the lender or mortgage broker nominated in the Schedule; or
- (b) if the Buyer makes a finance application to, or if no lender is nominated in the Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western 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 Finance Approval has been rejected or 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.)

[Signature]
FOR PUSART PTM LTD

Witness *[Signature]* Date 10/12/12

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer. MARYON ROSENA WIAOE
11 ARCHER ST COLLIE WESTERN AUSTRALIA
6225

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

Witness *[Signature]* Date 18/12/2012
Bruce W. Marshall
Justice of the Peace
WA 2484

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2011 General Conditions.

STRATA DISCLOSURES
If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

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	SELLER'S REPRESENTATIVE
Name IAN PEACOCK	
Signature <i>[Signature]</i>	