

MALLESONS STEPHEN JAQUES

Confidential communication

Announcements Platform
Australian Securities Exchange
20 Bridge Street
SYDNEY NSW 2000
Fax 1300 135 638

iProperty Group Limited
Level 9
20 Hunter St
SYDNEY NSW 2000
By email

10 November 2011

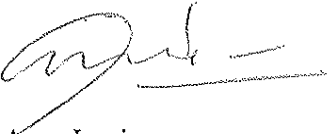
Dear Sir/Madam

iProperty Group Limited

We act for SeLogger.com.

In accordance with the Corporations Act 2001 (Cwlth), we attach an ASIC Form 604 (Notice of change of interests of substantial holder) issued by SeLogger.com in relation to the shares in iProperty Group Limited (ACN 126 188 538).

Yours faithfully



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Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme IPROPERTY GROUP LIMITEDACN/ARSN 126 188 538**1. Details of substantial holder (1)**Name SeLoger.com

ACN/ARSN (if applicable) _____

There was a change in the interests of the substantial holder on 7/11/2011The previous notice was given to the company on 23/08/2011The previous notice was dated 22/08/2011**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	15,347,500	9.4%	27,347,500	18.1%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (8)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
7/11/2011	SeLoger.com	Share purchase - see the attached share sale and purchase agreement between Catcha Group Pty Limited and SeLoger.com	A\$12,600,000	12,000,000 ordinary shares	12,000,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
SeLoger.com	SeLoger.com	SeLoger.com	Pursuant to section 608(1) of the Corporations Act	27,347,500 fully paid ordinary shares	18.1%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Seloger.com	65 Rue Ordener Paris France 75880

Signature

print name TRIPARD ROBERTO capacity CEO
 sign here [Signature] date 11/09/2011

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

MALLESONS STEPHEN JAQUES

Execution Version

Share Sale and Purchase Agreement

Dated 4 November 2011

Catcha Group Pte Limited ("Seller")
SeLogger.com SA (Identification Number: 484 851 290 R.C.S. PARIS)
("Buyer")

Mallesons Stephen Jaques
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.mallesons.com
Ref: DF:AL:AP

Share Sale and Purchase Agreement

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Share Sale and Purchase Agreement

Details

Parties	Seller and Buyer	
Seller	Name	Catcha Group Pte Limited
	Identification Number	200402949E
	Address	14 Robinson Road, #06-01 Far East Finance Building, Singapore 048545
	Fax	+603 2297 0888
	Attention	Luke Elliott
Buyer	Name	SeLogger.com SA
	Identification Number	484 851 290 R.C.S. PARIS
	Address	65 Rue Ordener 75018 Paris
	Fax	+33 1 5338 2828
	Attention	Roland Tripard
Recitals	A	The Seller is the registered holder and beneficial owner of the Shares.
	B	The Seller has agreed to sell, and the Buyer has agreed to buy, the Shares on the terms of this agreement.
Company	iProperty Group Limited (ABN 99 126 188 538)	
Shares	The 12 million (12,000,000) issued shares in the capital of the Company agreed to be sold under this agreement.	
Governing law and jurisdiction	New South Wales (see clause 10.14)	
Date of agreement	See the execution page	

Share Sale and Purchase Agreement

General terms

1 Interpretation

1.1 Definitions

These meanings, together with the meanings in the Details, apply unless the contrary intention appears.

Business Day means a day other than a Saturday, Sunday or public holiday in Paris and Singapore.

Completion means completion of the sale and purchase of the Shares in accordance with clause 3 and **Complete** has a corresponding meaning.

Completion Date means the date of this agreement or any other date agreed by the Seller and the Buyer.

Confidential Information means all information (regardless of its form) disclosed to a party (or to its Related Body Corporate or Representative) under or in connection with this agreement. The term does not include information which is Excluded Information.

Corporations Act means the Corporations Act 2001 (Cwlth).

Encumbrance means:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, title retention or flawed deposit arrangement; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- (d) third party right or interest or any right arising as consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Excluded Information means Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to a party or any Related Body Corporate of a party;

- (b) the party receiving the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by a party or its Related Bodies Corporate or Representatives (unless that knowledge arose from disclosure of information in breach of an obligation of confidentiality of which the receiving party had knowledge); or
- (c) the party receiving the Confidential Information acquires from a source other than the party disclosing the Confidential Information or any Related Body Corporate or Representative of that party where that source was not bound by an obligation of confidentiality of which the receiving party had knowledge.

Loss means all damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind).

Purchase Price means A\$12,600,000 payable for the Shares.

Related Body Corporate has the meaning it has in the Corporations Act.

Representative of a party means an employee, agent, officer, director, auditor, adviser, partner, associate, consultant, joint venturer or sub-contractor of that party or of a Related Body Corporate of that party.

Subsidiary has the meaning it has in the Corporations Act.

Warranties means the warranties and representations set out in schedule 1 and **Warranty** has a corresponding meaning.

2 Sale and purchase of Shares

2.1 Sale and purchase

The Seller agrees to sell the Shares to the Buyer and the Buyer agrees to buy the Shares from the Seller, for the Purchase Price, on the terms and conditions of this agreement.

2.2 Free from Encumbrance

The Shares must be transferred to the Buyer free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this agreement.

3 Completion

3.1 Time and place of Completion

Completion will take place at 12 noon on the Completion Date or any other time and place agreed between the Seller and the Buyer.

3.2 Parties' obligations

On Completion:

- (a) the transfer of the Shares in favour of the Buyer or its nominee notified to the Seller prior to Completion will be effected either on-market in accordance with the ASX Settlement Operating Rules or off-market, at the discretion of the Buyer; and

the Buyer will pay or procure payment of the Purchase Price payable for the Shares to the Seller by way of delivery versus payment in accordance with ASX Settlement Operating Rules, if applicable, or by bank cheque or other immediately available funds as directed by the Seller.

3.3 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent; and
- (b) unless otherwise stated, all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

3.4 Post-Completion notices

Each party must immediately give to the other party all payments, notices, correspondence, information or enquiries in relation to the Company, which it receives after Completion and which belong to the other party.

4 Warranties

4.1 Accuracy

The Seller represents and warrants to the Buyer that each Warranty is correct and not misleading on the date of this agreement and will be correct and not misleading on Completion, as if made on and as at each of those dates and times.

4.2 Separate Warranties

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

4.3 Indemnity

The Seller indemnifies the Buyer against all Loss arising directly or indirectly from or incurred in connection with any incorrect or misleading Warranty.

4.4 No extinguishment

The Warranties are not extinguished or affected by any investigation made by or on behalf of the Buyer into the affairs of the Company or by any other event or matter unless:

- (a) the Buyer has given a specific written waiver or release; or
- (b) the claim relates to a matter which is disclosed in writing by the Seller to the Buyer before the date of this agreement.

4.5 Inducement

The Seller acknowledges that:

- (a) it has made and given the Warranties with the intention of inducing the Buyer to enter into this agreement; and
- (b) the Buyer has entered into this agreement in full reliance on the Warranties.

4.6 Breach on or before Completion

If any Warranty is found to have been incorrect or misleading when made on or before the Completion Date the Buyer may, by notice to the Seller, terminate this agreement without prejudice to any other remedy available to it. If this agreement is so terminated then clause 6.2 ("Effect of termination") applies with the necessary changes.

5 Buyer's warranties

The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading on the date of this agreement and will be correct and not misleading as at the Completion Date as if made on and as at each of those dates:

- (a) **(incorporation)** it has been incorporated as a company limited by shares in accordance with the laws in its place of incorporation and is validly existing under those laws;
- (b) **(power)** it has power, without any further consent of any other person, to enter into this agreement and perform its obligations under this agreement;;
- (c) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into and perform its obligations under this agreement;
- (d) **(validity of obligations)** its obligations under this agreement are valid and binding and enforceable against it; and
- (e) **(no contravention)** this agreement and the performance by the Buyer of its obligations under it do not contravene its constitution or any law or regulation by which it is bound or cause a material default under any agreement, undertaking or other obligation by which it is bound.

6 Default and termination

6.1 Failure by a party to Complete

If a party does not Complete, other than as a result of default by the other party, the non-defaulting party may give the defaulting party notice requiring it to Complete within 14 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

6.2 Effect of termination

If this agreement is terminated under clause 6.1 then, in addition to any other rights, powers or remedies provided by law, each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this agreement under this clause does not affect any other rights the parties have against one another at law or in equity and clause 7 ("Confidentiality"), clause 8 ("Costs") and clause 9 ("GST") survive termination.

7 Confidentiality

7.1 Disclosure of Confidential Information

All Confidential Information exchanged between the parties under this agreement or during the negotiations preceding this agreement is confidential to them and may not be disclosed to any person except:

- (a) employees, legal advisers, auditors and other consultants of the party or its Related Bodies Corporate requiring the information for the purposes of this agreement;
- (b) with the consent of the party who supplied the information;
- (c) if a party is required to do so by law, a securities exchange or any regulatory authority; or
- (d) if a party is required to do so in connection with legal proceedings relating to this agreement.

7.2 Use of Confidential Information

A party must not use any Confidential Information, except for the purpose of performing its obligations under this agreement or as otherwise required by operation of law.

7.3 Excluded Information

Clauses 7.1 and 7.2 do not apply to the Excluded Information.

8 Costs

Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement and other related documentation, except for stamp duty.

9 GST

9.1 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

9.2 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

9.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

9.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount accordingly.

9.5 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

9.6 Terms

In this clause 9:

Amount of the Consideration means the amount of any payment in connection with a supply.

GST means a goods and services or similar tax imposed in Australia.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

GST exclusive market value has the meaning it has in the GST Act.

Input Tax Credit has the meaning it has in the GST Act.

Tax Invoice has the meaning it has in the GST Act.

10 General

10.1 Notices

Notices under this agreement must be in writing. They must be sent to the address or fax number stated in the Details, or as otherwise advised by either party from time to time, and marked for the attention of the person stated in the Details.

10.2 No assignment

A party must not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied, in each case without the consent of the other party. That consent must not be unreasonably withheld or delayed.

10.3 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

10.4 Failure to exercise rights

Except as otherwise set out in this agreement, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under this agreement or by law does not operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with this agreement.

10.5 No liability for loss

Except as otherwise set out in this agreement, a party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy that is available to it under this agreement.

10.6 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

10.7 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

10.8 Rights and obligations are unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

10.9 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

10.10 No merger

The warranties, undertakings and indemnities in this agreement do not merge on Completion.

10.11 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

10.12 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.

10.13 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter. It supersedes all previous agreements, understandings and negotiations on that subject matter.

10.14 Governing law and submission to jurisdiction

This agreement is governed by the law in force in the place stated in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

10.15 Serving documents

Without preventing any other method of service, any document in an action may be served on a party by being delivered to or left at that party's address in the Details.

10.16 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed is the date of the agreement.

10.17 Announcements

Unless required by law or the rules of a stock exchange, or otherwise agreed:

- (a) no announcement will be made about this transaction until after signature of this agreement; and
- (b) the parties will consult about the terms of any announcement that either of them wishes to make after that date.

10.18 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacements)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses and schedules)** a clause or schedule is a reference to a clause in or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and considerations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia; and
- (i) **(meaning not limited)** the words "include", "including", "for example" or "such as", when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

10.19 Next day

If an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

10.20 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

10.21 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only. They do not affect the interpretation of this agreement.

EXECUTED as an agreement

Share Sale and Purchase Agreement

Schedule 1 - Warranties

1 Shares

1.1 Proportion of capital

The Shares comprise approximately 7.1% of the issued capital of the Company (taken as at the date of this agreement) and are fully paid.

1.2 Title

The Seller is the registered and beneficial owner of the Shares.

1.3 No Encumbrance

There are no Encumbrances over the Shares.

1.4 No restriction

There is no restriction on the transfer of the Shares to the Buyer on the terms of this agreement.

1.5 Consents

The Seller has obtained all consents necessary to enable it to transfer the Shares to the Buyer.

1.6 No breach

The transfer of the Shares does not breach any obligation or agreement binding on the Seller.

2 Seller's power and authority

2.1 Incorporation

The Seller has been incorporated as a company limited by shares in accordance with the laws in its place of incorporation and is validly existing under those laws.

2.2 Authority

The Seller has taken all action which is necessary to authorise it to enter into and perform its obligations under this agreement.

2.3 Power

The Seller has power, without any further consent of any other person, to enter into and perform its obligations under this agreement.

2.4 Binding obligations

This agreement constitutes legal, valid and binding obligations of the Seller, enforceable against it in accordance with its terms.

2.5 No contravention

The execution by the Seller of, and performance by the Seller of its obligations under, this agreement does not breach any applicable law or any Encumbrance or document which is binding on the Seller and to the best of the Seller's knowledge, does not result in:

- (a) any breach or default under any agreement to which the Company or any of its Subsidiaries is a party;
- (b) an Encumbrance or restriction of any kind being created or imposed on the Company or any of its Subsidiaries;
- (c) any person being relieved of an obligation to the Company or any of its Subsidiaries;
- (d) any person having a right to terminate or amend (whether or not subject to any other terms or conditions) any agreement with or rights of the Company or any of its Subsidiaries; or
- (e) an obligation of the Company or any of its Subsidiaries being accelerated.

Share Sale and Purchase Agreement

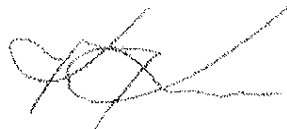
Signing page

DATED: 4 November 2011

EXECUTED by Catcha Group Pte Limited by authority of its directors:

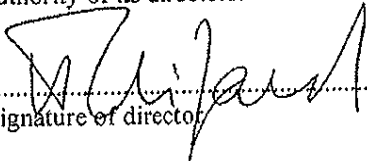


.....
Signature of director
Patrick Y-Kin Grove
.....
Name of director (block letters)

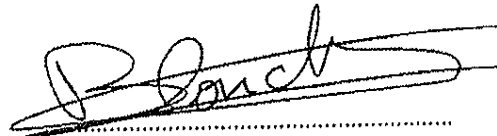


.....
Signature of director
Kensuke Tsurumaru
.....
Name of director (block letters)

EXECUTED by SeLogger.com SA by authority of its directors:



.....
Signature of director
.....
Name of director (block letters)



.....
Signature of director/company secretary*
*delete whichever is not applicable
Gilles Blanchard
.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable