

Loan Agreement between
Triveni Pty Ltd
A.C.N : 145337337
And
Margaret & Venu Sebastin

Annexure "A"
To Property
Custodian Trust
Deed

Supplied By

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www.diysuperfund.com.au

Loan
Agreement for
Triveni
Pty Ltd
Margaret &
Venu Sebastin

Loan Agreement

Date of this agreement

10-08-2011

Name & Address of lender

Margaret & Venu Sebastin

29 Marscay Street Kellyville Ridge NSW 2155

Trustee of Property Custodian Trust - Legal Owner

Name of Trustee Company: SANGAMA PROPERTIES PTY LTD

A.C.N.: 149978138

Registered Address: 29 Marscay Street KELLYVILLE RIDGE NSW 2155

Trustee of Self Managed Superannuation Fund - Borrower

Name of Trustee Company: Triveni Pty Ltd

A.C.N: 145337337

Registered Address: 29 Marscay Street KELLYVILLE RIDGE NSW 2155

Name of Self Managed Superannuation Fund

Sebastin Super Fund

Underlying Property

147 & 148 Delaware Road River Stone NSW 2765 (Folio Identifier 147/5/1227 & 148/5/1227)

Amount of Loan

\$30,000.00

Words with an * are defined in the definitions section of this deed. Generally, defined words only have an * the first time they appear in this deed. The parties to this deed agree to the terms and conditions set out in the deed. (c) Copyright batallion legal Pty Ltd All rights reserved

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LOAN AGREEMENT

This agreement is made BETWEEN Margaret & Venu Sebastin of 29 Marscay Street Kellyville Ridge NSW 2155 (herein known as "The Lender")

AND

Triveni Pty Ltd (ACN : 145337337) as trustee for Sebastin Super Fund of 29 Marscay Street KELLYVILLE RIDGE NSW 2155 (herein under known as "The Borrower")

I. Background

1. The trustee of the SMSF proposes to enter into an limited recourse borrowing arrangement under which the trustee of the property custodian trust will hold the legal title of the Underlying Property as bare trustee for the benefit of the trustee of the SMSF who is the beneficial owner and will hold a beneficial interest in the Underlying Property at all times.
2. The Lender has agreed, at the request of the Borrower to provide a "Loan facility to the Borrower, in the sum of \$30,000.00. The Borrower will apply the proceeds of the Loan towards the acquisition and related cost of the Underlying Property.
3. The Lender's recourse for non-payment of any interest and principal with respect to the Borrower is limited to the Underlying Property which the Borrower has authorised to be held by the trustee of the property custodian trust under a bare trust arrangement. No other assets of the Borrower can be mortgaged or charged by the Lender for repayment of its loan to the Borrower under this agreement.
4. The covenants and provisions contained in this agreement exclusively and completely state the rights of the Borrower with respect of the loan. This agreement supersedes all negotiations and prior agreements, whether written or oral, in respect of the loan. If there is any conflict or inconsistency between the terms, conditions and provisions of this agreement and the security, the terms, conditions and provisions of this agreement shall prevail.

The Lender and the Borrower have agreed to enter into this agreement to set out the terms and conditions of the loan facility.

II. Definitions

5. In this agreement, unless the contrary intention appears:

Advance means an amount of \$30,000.00 provided or where the context requires, to be provided under this agreement by the Lender to, or at the direction of, the Borrower to acquire the Underlying Property as at the draw down date.

Bank means firstly, any body corporate authorized under Pt II of the Banking Act 1959 (Cth) to carry on general banking business in Australia, secondly, each bank constituted under a law of the State of the Commonwealth of Australia and authorised to carry on general banking business;

Business Day means, in respect of each payment or other transaction or calculation which needs to be made or done under this agreement or for the purposes of this agreement, a day on which business by and between banks* may be carried on:

Draw down date means the date of the agreement or any other date agreed by the Lender and Borrower as the date of payment of loan by the Lender to the Borrower.

Event of default means any of the events, omissions or occurrences specified in clause 23;

Further Loan means any increases in the amount borrowed (that is, in addition to the initial loan) by the Borrower from the Lender for purposes related to the acquisition, holding and any improvements to the Underlying Property.

Sebastin Super fund

INVESTMENT STRATEGY

Overview

The aim of this investment- 147 and 148 Delaware Road, Riverstone is to construct a house in the future for Sebastin Super Fund.

Investment Objectives

- To achieve an investment return of 7% per annum when measured over a rolling 7 year period.
- It is expected that year-on-year returns will vary widely and that there will be years when returns are negative.
- To ensure sufficient liquidity to meet liabilities as and when they fall due.

Investment Strategy

The Fund has a relatively long time horizon. The members are prepared to endure a reasonable level of volatility of returns in expectation of long term growth. Trustees therefore wish to ensure that they have the opportunity for capital growth over a 7-year plus time frame.