

JAFER LAWYERS

CONTRACT OF SALE

STARS OF THE UNIVERSE PTY LTD

Vendor

LOT...SHOP 3.....  
244-248 UNION ROAD ASCOT VALE VIC

Property

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# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Lot 3, 244-248 Union Road ASCOT VALE VIC 3032

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.  
The terms of this contract are contained in the:  
\* Particulars of sale; and  
\* Special conditions, if any; and  
\* General conditions -  
in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT**

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER ..... on 28/5/2015

Print name of person signing: CHRISTIAN MCFARLANE

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR ..... on 28/5/2015

Print name of person signing: R. Williams

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

The DAY OF SALE is the date by which both parties have signed this contract.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS** The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

### Off-the-Plan Sales

Section 9AA(1A)  
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### TITLE

1. Encumbrances
  - 1.1 The purchaser buys the property subject to:
    - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
    - (b) any reservations in the crown grant; and
    - (c) any lease referred to in the particulars of sale.
  - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
  - 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of part II of that Act.
2. Vendor warranties
  - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
  - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
  - 2.3 The vendor warrants that the vendor:
    - (a) has, or by the due date for settlement will have, the right to sell the land; and
    - (b) is under no legal disability; and
    - (c) is in possession of the land, either personally or through a tenant; and
    - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
    - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
    - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
  - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
    - (a) public rights of way over the land;
    - (b) easements over the land;
    - (c) lease or other possessory agreement affecting the land;
    - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
    - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
  - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of the Act.
  - 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
    - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
    - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
    - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
  - 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.
3. Identity of the land
  - 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
  - 3.2 The purchaser may not:
    - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
    - (b) require the vendor to amend title or pay any cost of amending title.
4. Services
  - 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
  - 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
7. Release of security interest
  - 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
  - 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
  - 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and  
 (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—  
 (a) a release from the secured party releasing the property from the security interest; or  
 (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or  
 (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.8, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property—  
 (a) that—  
     (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and  
     (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or  
 (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—  
 (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or  
 (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—  
 (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and  
 (b) any reasonable costs incurred by the vendor as a result of the delay—  
 as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.
8. **Builder warranty insurance**  
 The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. **General law land**  
 9.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.  
 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.  
 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.  
 9.4 The purchaser is taken to have accepted the vendor's title if:  
 (a) 21 days have elapsed since the day of sale; and  
 (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.  
 9.5 The contract will be at an end if:  
 (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and  
 (b) the objection or requirement is not withdrawn in that time.  
 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.  
 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.
- MONEY**
10. **Settlement**  
 10.1 At settlement:  
 (a) the purchaser must pay the balance; and

- (b) the vendor must:
- (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
11. **Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1989 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution, if the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.
12. **Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the Sale of Land Act 1982 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
13. **GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.
14. **Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
16. **Adjustments**
- 16.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 16.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

- (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2006); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

**TRANSACTIONAL**

16. **Time**  
 16.1 Time is of the essence of this contract.  
 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
17. **Service**  
 17.1 Any document sent by  
 (a) post is taken to have been served on the next business day after posting, unless proved otherwise;  
 (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the Electronic Transactions (Victoria) Act 2000.  
 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -  
 (a) personally; or  
 (b) by pre-paid post; or  
 (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or  
 (d) by email.  
 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
18. **Nominee**  
 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
19. **Liability of signatory**  
 Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
20. **Guarantee**  
 The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
21. **Notices**  
 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
22. **Inspection**  
 The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
23. **Terms contract**  
 23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:  
 (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and  
 (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.  
 23.2 While any money remains owing each of the following applies:  
 (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;  
 (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;  
 (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;  
 (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;  
 (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;  
 (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;  
 (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;  
 (h) the purchaser must observe all obligations that affect owners or occupiers of land;  
 (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
24. **Loss or damage before settlement**  
 24.1 The vendor carries the risk of loss or damage to the property until settlement.  
 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.  
 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.  
 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.  
 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.  
 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
25. **Breach**

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Weda Partners  
Suite 101 964 Mt Alexander Road ESSENDON VIC 3040

Tel: 9370 7400 Fax: Ref: Email:

VENDOR

Stars of the Universe Pty Ltd  
14 Angler Parade  
ASCOT VALE VIC 3032

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Jafer Lawyers  
of 56 Pascoe Vale Road, Moonee Ponds 3039

Tel: 039375 7722 Fax: 03 9375 7733 Ref: 214646 Email: ursula@jafaw.com.au

PURCHASER ~~MELBA FAMILY TRUST~~ EMERALD STREET INVESTMENTS P/L ATF EMERALD INVESTMENTS TRUST  
Tel: ~~OF~~ OR NOMINEE OF 5/1-9 THOMSON'S ROAD KEILOR PARK 3042

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

JAFER LAWYERS AS ABOVE  
of 56 PASCOE VALE ROAD, MOONEE PONDS 3039

Tel: 9375 7722 Fax: Ref: Email:

LAND (general conditions 3 & 9)

Part of the Land is:-  
Described in the table below

Part of Certificate of Title Reference	Being Lot	On Proposed plan
7360/883	3	PS729498X

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:  
LOT ..... on Proposed Plan of Subdivision PS729498X  
244-248 Union Road Ascot Vale Vic 3032

GOODS SOLD WITH THE LAND  
(general condition 2.3(f))

See Attached

PAYMENT (general condition 11)

Price \$ 500,000  
Deposit \$ 25,000 by (of which \$ has been paid)  
Balance \$ 475,000 payable at settlement

Handwritten initials and signature

- A party who breaches this contract must pay to the other party on demand:
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
  - (b) any interest due under this contract as a result of the breach.

#### DEFAULT

26. **Interest**  
Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.
27. **Default notice**
- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.
28. **Default not remedied**
- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



GST (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

PLUS GST

If this is a sale of a 'farming business' or 'going concern' then add the words 'Farming business' or 'going concern' in this box:

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:

SETTLEMENT (See Special Condition 33)

Is due on

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box:

In which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

ENCUMBRANCES

This sale is NOT subject to an existing mortgage unless the words 'subject to existing mortgage' appear in this box:

If the sale is 'subject to existing mortgage' then particulars of the mortgage are:

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

-----

LOAN (general condition 14) --

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

As at the Day of Sale, the parties agree the Price is apportioned as follows in accordance with Special Condition 25.

(a)	Current Land and Improvement Value of the Property	\$ 421,428 --
(b)	Future Construction costs	\$ _____
	Total Price	\$ _____

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

SPECIAL CONDITIONS

*[Handwritten signature]*

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows

GENERAL CONDITIONS ("GC") .....	
PARTICULARS OF SALE .....	
SCHEDULE .....	
SPECIAL CONDITIONS ("SC") .....	
1. Definition and Interpretation .....	
2. Identity and Measurements .....	
3. Town Planning .....	
4. Guarantee .....	
5. Certain General Conditions Not to Apply .....	
6. Further Assurance .....	
7. Severability .....	
8. Delivery of Transfer .....	
9. Whole Contract .....	
10. Adjustment .....	
11. Non Merger .....	
12. Passing of Risk .....	
13. Notices .....	
14. Purchaser Bound by Permit Conditions .....	
15. Goods and Services Tax ("GST") .....	
16. Requisitions on Title .....	
17. Payment of Costs if Settlement Postponed .....	
18. Construction of Works .....	
19. Variations to Plan and Specifications .....	
20. Right to Make Physical Alterations Services .....	
21. Registration of Plan .....	
22. Right to Make Alterations to Plan .....	
23. Purchaser's Consent .....	
24. Renumber of Lots .....	
25. Apportionment of Price .....	
26. No Warranty as to Duty .....	
27. Electricity Connection Fee .....	
28. Conditions Precedent to Settlement .....	
29. Termination of the Contract .....	
30. Vendors Right to Terminate .....	
31. Compliance with <i>Subdivision Act 1988</i> ("the Act") .....	
32. Contract Subject to Payment of Full Deposit .....	
33. Payment of Balance of Price .....	
34. Deposit to be Held in Trust until Registration of Plan .....	
35. Purchaser not to Lodge Caveat .....	
36. Sale of Land Act Prevails .....	
37. Location of Easements .....	
38. Owners Corporation .....	
39. Bank Guarantee .....	
40. Nomination of Alternative and/or Additional Purchaser .....	
41. Equipment Warranties .....	
42. Defects Liability Period .....	
43. Extension of Project Completion Date .....	
44. Duplicate Certificate of Title .....	
45. Purchaser's Solicitors or Conveyancer's Approval .....	
46. Foreign Acquisitions and Takeovers Act 1975 .....	
47. Additional Construction .....	
48. Completion of Building .....	
49. Section 173 Agreement .....	
ANNEXURE A .....	
GUARANTEE .....	
VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE .....	

## SCHEDULE

### ITEM 1 (GC 1) Encumbrances -

- (a) Any easement and covenants and other restrictions disclosed in this Contract or the Statement.
- (b) All easements and rights created or implied by Section 98 of the *Transfer of Land Act 1958* and Section 24 of the *Subdivision Act 1988* and any other encumbrances shown or entered on the Plan.

Any apparent or implied or necessary easements for services, drains, sewers, party walls and wires not located in registered easements and any easements by prescription.

Leases - Nil

Mortgage Nos. - Nil

### SPECIAL CONDITIONS ("SC")

#### 1. Definition and Interpretation

##### 1.1 In this contract:

"Bank Guarantee" means a bank guarantee as defined in Special Condition 39;

"Builder" means the builder engaged by the Vendor under Special Condition 18 to carry out the Works on the Land;

"Business Day" means Monday to Friday excluding public holidays in Victoria;

"Common Property" means the common property (if any) created by registration of the Plan;

"Conveyancer" means any person who is acting, or purporting to act for the parties to this Contract and in accordance with the *Conveyancers Act 2006*;

"Council" means Moonee Valley City Council;

"Deposit Date" means the date specified in the Particulars of Sale for the payment of the balance of the deposit;

"FIRB" means the Foreign Investment Review Board and includes the Treasurer of the Australian Government administering the Government's Foreign Investment Policy under the provisions of *Foreign Acquisitions and Takeovers Act 1975* (Cth);

"FIRB Approval" means the Foreign Investment Review Board approval of the purchaser by a Foreign Interest;

"FIRB Approval Date" means obtaining the approval of the Foreign Investment Review Board to the purchase by a Foreign Interest within 60 days of the Day of Sale;

"Foreign Interest" means a foreign person as defined in sections 5 or 21A of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or a person to whom section 26A of that Act applies;

"Goods and Services Tax" means the same as GST;

"GST" means a Goods and Services Tax and has the same meaning as the term "GST" and "Goods and Services Tax" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Land" means the Property being sold as set out in the Particulars of Sale;

"Margin Scheme" has the same meaning as that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Major Domestic Building Contract" means a Major Domestic Building Contract as defined in section 3 of the *Domestic Building Contracts and Tribunal Act 1995*;

"Occupancy Permit Date" means the date on which an occupancy permit is issued for the Property;

"Owners Corporation Rules" means the Rules which apply to the Owners Corporation from time to time;

"Plan" means the proposed Plan of Subdivision No. PS729498X, a copy of which is annexed to the Vendor's Statement;

"Planning Permit" means Planning Permit issued by Moonee Valley City Council, a copy of which is attached to the Vendor's Statement;

"Plans and Specifications" means the building plans and specifications and indicative floor plans of the Property as listed in Annexure "A" of this Contract;

"Project Completion Date" means the day which is 24 months after the day of sale or such later date as may be allowed by application of Special Condition 43;

"Property" means the lot or lots being sold as set out in the Particulars of Sale;

"Purchaser" means the person so described in the Particulars of Sale or in the Contract and includes the Purchaser, his personal representatives, successors and permitted assigns;

"Purchaser's Solicitors" means the Solicitors if any so described in the Particulars of Sale or such other Solicitors as shall notify the Vendor's Solicitors that he acts as Solicitor for the Purchaser;

"Residue Date" means the date set out in the Particulars of Sale as the day for payment of the Residue;

"Vendor's Statement" means the Vendor's Statement to the Purchaser of Real Estate made pursuant to section 32 of the *Sale of Land Act*, attached to this Contract;

"Vendor's Solicitors" means the Solicitors if any so described in the Particulars of Sale or such other Solicitors as shall notify the Purchaser's Solicitors or Conveyancer that he acts as Solicitor for the Vendor;

"Works" means the construction works to the Property in accordance with the Plans and Specifications.

- 1.2 Joint and several liability means any covenant or obligations by two or more person herein contained binds them jointly and each of them severally.
- 1.3 This Contract is deemed to be made in Victoria, Australia and shall be construed in accordance with the laws of Victoria, and each party submits to the jurisdiction of the courts of that state.
- 1.4 Unless otherwise indicated in this Contract, all monetary amounts are expressed in Australian dollars.
  - 1.5 Except for the extent that such interpretation in conflict with the context, the word "person" includes a corporation, words importing the singular include the plural and vice versa and words importing any gender include all other genders.

## 2. Town Planning

Any restriction on the use of or any zoning or reservation affecting the said Land under any Planning Scheme or in any legislation or imposed by any Authority empowered by legislation to control the use of the Land shall not affect the validity of this Contract or constitute a defect in the Vendor's Title, nor shall the

Purchaser make any claim for compensation in respect to any such matter.

### 3. Guarantee

- 3.1 If the Purchaser hereunder is or includes a corporation (not being a company listed on the Australian Stock Exchange Limited) the person who executes this Contract for and on behalf of the Purchaser shall also execute the attached Guarantee.
- 3.2 If the Purchaser is or includes a corporation (not being a company listed on the Australian Stock Exchange Limited) that company as a condition of this Contract will within five (5) Business Days of the date hereof:
- 3.2.1 procure the execution by each and every one of its directors a Guarantee of the obligations of the Purchaser under this Contract in the form of the attached Guarantee completed to the satisfaction of the Vendor's Solicitors; and
- 3.2.2 deliver or cause to be delivered to the Vendor's Solicitors the Guarantee completed and executed in accordance with this Special Condition.

### 4. Certain General Conditions Not to Apply

General conditions 6,14.2(c),15, 24.4 shall not apply to this Contract.

### 5. Inconsistency between General Conditions and Special Conditions

The purchaser acknowledges that the General Conditions have been modified as contemplated in the special conditions and in the event of any inconsistency between the General Conditions and Special Conditions, the Special Conditions will prevail to the extent of any such inconsistency.

### 6. Further Assurance

Each party shall execute and deliver all such documents instruments and writings and shall do and shall procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

### 7. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

### 8. Delivery of Transfer

- 8.1 The Instrument of Transfer required to be provided by the Purchaser to the Vendor shall be delivered by the Purchaser to the Vendor not less than fourteen (14) days before the date fixed for Payment of the Residue (the "Residue Date"), of the Contract Price being the Settlement Date.
- 8.2 If the Purchaser fails to so deliver the Transfer to the Vendor:
- 8.2.1 the Vendor shall not be obliged to complete this contract until the expiration of fourteen (14) days from the date of delivery to the Vendor of the Transfer;
- 8.2.2 the Purchaser shall be deemed to have made default in the Payment of the Residue of the Contract Price for the period equal to that number of days between the date being fourteen (14) days before the Settlement Date and the date of actual delivery of the Transfer to the Vendor being the default period; and
- 8.2.3 interest in accordance with this Contract shall be payable on the residue of the Contract Price and shall be deemed to have been demanded by the Vendor from the Purchaser and shall be payable by the Purchaser to the Vendor for the default period in addition to and not by way of substitution for any other rights or remedies the Vendor may have against the Purchaser pursuant to this Contract.

9. Whole Contract

9.1 The Purchaser acknowledges that:-

9.1.1 any information, representation, comment, opinion or warranty provided given or made (whether verbally or in writing) by the Vendor, the Vendor's Agent or the Vendor's Solicitors was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and

9.1.2 the Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and there are no conditions, warranties or other terms affecting the sale or purchase except those included in this Contract.

10. Land Tax

10.1 The Purchaser acknowledge that the State Revenue Office may group all the lots in the Plan of Subdivision and assess land tax against the Vendor in respect of the land in the Plan of Subdivision based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.

10.2 The purchaser agrees that it will reimburse to the Vendor, as an allowance at settlement, for land tax on the Land, from the Day of Sale, calculated on the basis that each Lot is liable to that proportion of taxes levied or assessed against all the Land in the Plan which the lot liability of each Lot bears to the total liability of all the Lots contained in the Plan.

10.3 If a separate land tax assessment for the Lot is issued the parties agree that the adjustment of land tax at settlement for any particular year is to be calculated on the basis of the proportional tax noted on the land tax assessment or Section 97 Land Tax Clearance Certificate issued by the State Revenue Office and not on the single holding basis.

10.4 The Vendor undertakes to pay the total land tax assessment in respect of the land in the Plan of Subdivision when the assessment falls due for payment and the Purchaser must not call on the Vendor to pay or deduct any cheque in payment of land tax from the settlement proceeds.

11. Adjustments

11.1 Subject to Special Condition 10, all outgoings in respect of all the Lots on the Plan, shall be adjusted between the parties on the basis that each Lot is liable to that proportion of any such rates, taxes or outgoings levied or assessed against all the Land in the Plan which the lot liability of each Lot bears to the total liability of all the Lots contained in the Plan.

11.2 The Vendor covenants and warrants to the Purchaser that it shall pay all such rates, taxes and other outgoings as they are assessed and due for payment.

11.3 The Purchaser shall not require that any such rates, taxes or other outgoings be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.

11.4 All such rates, taxes and other outgoings shall be adjusted between the Vendor and Purchaser on the basis that they have been paid.

11.5 ~~For the purposes of condition 9 of Table A of the Transfer of Land Act 1956,~~ "outgoings" includes all contributions or fees paid or payable to the Owner's Corporation pursuant to *Owners Corporations Act 2006*, including in respect of any insurance premiums.

11.6 If a supplementary assessment of any rates, taxes and other outgoings is issued in respect of any Lot on the Plan after the settlement date, no adjustment between the Vendor and Purchaser will be made and the Purchaser is solely responsible for the payment of any such supplementary assessments issued.

12. Non Merger

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

13. Passing of Risk

The Property remains at the risk of the Vendor until settlement.

14. Notices

- 14.1 All notices, notifications, requests, demands, consents, approvals, agreements or other communications to or upon the respective parties to this Contract shall be in writing and shall be deemed to be duly given or made:-
- 14.1.1 (in the case of delivery in person or by post or cable) when delivered;
- 14.1.2 (in the case of facsimile transmission) or production of a transmission report by the facsimile machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressees' facsimile number; or
- 14.1.3 to the party to which such communication is required or permitted to be given under this Contract addressed to its address as shown in this Contract or at such address as the relevant addressee may specify for such purpose to the others by notice in writing.
- 14.2 A written communication includes a notice by facsimile transmission.
- 14.3 A notice given by the Vendor may be signed on its behalf and dispatched by the Vendor's Solicitors rather than by the Vendor personally.
- 14.4 A notice given by the Purchaser may be signed on its behalf and dispatched by the Purchaser's Solicitors or Conveyancer rather than by the Purchaser personally.
- 14.5 Service of any notice or document shall be sufficiently served on, or delivered to a party to this Contract, if delivered or sent to that party's Solicitor or Conveyancer at their respective addresses as described in the Particulars of Sale or as subsequently notified to the party serving such notice or document.

15 Purchaser Bound by Permit Conditions

The Purchaser buys subject to and agrees to be bound by the conditions of any planning permit issued by the Council including the Planning Permit and all agreements relating to those conditions that are made between the Vendor and relevant authorities pursuant to any planning permit and shall make no requisition or act contrary to any matter contained in any such permits and agreements.

16 Goods and Services Tax ("GST") Provided the Sale is of a Residential Lot:

- 16.1 The Purchaser acknowledges that all amounts (including the Price) payable by the Purchaser under this Contract are expressed on a GST inclusive basis.
- 16.2 To the extent that it is permitted under relevant legislation and regulations, the Vendor and the Purchaser agree that the Margin Scheme shall be applied in calculating the amount of any GST payable in respect of any supply made under this Contract.
- 16.3 The Purchaser acknowledges that he shall not be entitled to any input tax credit in relation to any supply made under this Contract, for which the GST has been calculated pursuant to the Margin Scheme.
- 16.4 The parties obligations under this Special Condition shall not merge upon settlement and shall continue in full force and affect.

17. Payment of Costs if Settlement Postponed

- 17.1 On the date for Payment of the Residue, settlement shall be effected prior to 3.00 p.m. (Eastern Standard Time) at the office of the Vendor's Solicitors or at any other place nominated by the Vendor's Solicitors. If settlement occurs after 3.00 p.m. on the Residue Date due to the failure of the Purchaser or the Purchaser's Solicitor or Conveyancer or his Mortgagee to settle before that time then the Purchaser is deemed ~~for the purposes of condition 4 of Table A of the Transfer of Land Act~~ to be in default in Payment of the Residue until the following Business Day.
- 17.2 Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendor's Solicitor (and Mortgagee where applicable) the proper costs occasioned by the failure to settle at the appointed time where such failure is caused by the Purchaser or his Solicitor or Conveyancer or Mortgagee and where a settlement has to be rescheduled and takes place at a different time than that appointed. These costs shall be payable even though the Purchaser shall not be deemed to be in

default under the Contract.

- 17.3 For the purposes of this Special Condition, the term "settlement" shall mean an appointment to pay the Residue.

**18. Construction of Works**

- 18.1 The Vendor has entered or will be entering into as soon as practicable a Major Domestic Building Contract (within the meaning of *the Domestic Building Contract Act 1995*) with a Builder registered under the *Building Act 1993* or for a corporation or partnership having at least one of its directors or partners as registered as a Builder under the Act, for the construction of the Works and without limiting the generality hereof including the construction of a dwelling on the Lot hereby sold in accordance with the Plans and the Specifications.
- 18.2 The Purchaser acknowledges that this Contract is not a Domestic Building Contract within the meaning of the Act and it has been entered into pursuant to Section 137E(a) of the *Building Act 1993*.

**19. Variations to Plan and Specifications**

- 19.1 The Purchaser acknowledges that the Plans and Specifications may be varied or altered by the Builder or the Vendor from time to time if the Builder or Vendor deems it necessary or desirable without reference to the Purchaser. Such variations or alterations may include:
- 19.1.1 substitution of any of the fixtures, fittings, finishes and appliances specified in the Plans and Specifications with items of similar quality;
  - 19.1.2 changes in the size or design to balconies (if any) or other similar structures in or about the Property;
  - 19.1.3 any changes as a result of site conditions, or to ensure compliance with any requirements of any authorities.
- 19.2 The Purchaser acknowledges that the Vendor does not warrant that the Property and the fixtures and fittings in the Property when completed, will be identical in every respect with any display unit or promotional material used by the Vendor for sales purposes.

**20. Right to Make Physical Alterations Services**

As either the Plan of Subdivision and/or building plans may not have been certified and/or approved by the Council the Vendor reserves the right to make physical alteration to the services shown on the Plan and the Purchaser shall not make any objections or claims in respect thereto.

**21. Registration of Plan**

The Vendor will use all reasonable endeavours to cause the Plan to be registered provided that if necessary, the Purchaser must at the Vendor's expense provide all necessary consents of the Purchaser to enable registration of the Plan.

**22. Right to Make Alterations to Plan**

- 22.1 The Vendor reserves the right to make alterations to the Plan as may be necessary to:
- 22.1.1 accord with surveying practices;
  - 22.1.2 comply with any requirement, recommendation or requisition of an Authority or a consultant to the Vendor or a combination of them; or
  - 22.1.3 to enable certification and registration of the Plan.
- 22.2 The Vendor may change to the size or location of the Common Property on the Plan.
- 22.3 The Vendor must notify the Purchaser in writing of any proposed alterations to the Plan which would substantially and adversely affect the Property.
- 22.4 The Purchaser must not make any objection or requisition or claim any compensation, nor



rescind, terminate or delay completion of this Contract because of:

- 22.4.1 any alleged misdescription of the Land or any excess or deficiency whether in area, boundaries, measurements, occupation, lot entitlement and liability to the Common Property; or
- 22.4.2 any amendments or alteration to the Plan which does not materially and detrimentally affect the Purchaser (as determined by the President of the Law Institute of Victoria or its nominee), nor will the Purchaser call upon the Vendor to amend title or pay all or any part of the costs of doing so.

22.5 For the purposes of Special Condition 22.3 and 22.4 the Purchaser agrees that an alteration to the Plan which results in a change to the area of the Property of less than 5% is a minor variation or discrepancy and does not materially and or detrimentally affect the Purchaser.

**23. Purchaser's Consent**

If any variation to the Plan contemplated by Special Condition 22 occurs or if the Purchaser agrees to any other variation to the Plan, then upon the request of the Vendor the Purchaser must promptly execute such documentation as the Vendor reasonably requires to formally record the variation.

**24. Renumber of Lots**

24.1 The Purchaser acknowledges that the Plan attached to the Vendor's Statement is draft only, and may not contain street names and other information. The Purchaser must accept as identical with the Land described in the Particulars of Sale:

24.1.1 the lot bearing the same number on the Plan when registered as the number set out in the Particulars of Sale; or

24.1.2 if the lot shall at any time prior to registration be renumbered, the lot on the Plan as registered which shall occupy the same or approximately the same position on the Plan as the lot described in the Particulars of Sale.

24.2 The Purchaser must not make any claim, objection or requisition or attempt to rescind, terminate or avoid the Contract or seek to delay, defer or avoid settlement or to withhold any part of the Price as a result of or in respect of any matter disclosed in Special Condition 25.1.

**25. Apportionment of Price for Duty**

The Vendor and Purchaser agree that the Price includes an amount in respect of the construction or completion of construction of a home after the date of this Contract, which is set out under Real Property Value in the Particulars of Sale.

**26. No Warranty as to Duty**

The Vendor does not make any warranty as to the amount of duty payable on the transfer of Land to the Purchaser and the Purchaser acknowledges that it shall be liable for all duty payable on the transfer, notwithstanding that the dutiable value may be higher than implied in this Contract.

**27. Electricity Connection Fee**

The Purchaser shall reimburse the Vendor for the electricity connection fee at settlement.

**28. Conditions Precedent to Settlement**

28.1 Completion of this Contract is condition upon the following conditions ("Conditions"):

28.1.1 the Plan being registered by the Registrar of Titles pursuant to the provisions of the Subdivision Act 1988 before the Project Completion Date;

28.1.2 the completion of the Works under the a Major Domestic Building Contract on or before the Project Completion Date; and

28.1.3 an Occupancy Permit being issued by a building surveyor pursuant to the Building Act

1993 before the Project Completion Date.

29. Termination of the Contract

- 29.1 If the Conditions Precedent are not met by the Project Completion Date, either party may at any time after the Project Completion Date but before the Conditions Precedent are satisfied avoid this Contract by giving written notice to the other party.
- 29.2 If the Conditions are not met at the expiration of 3 months from the Project Completion Date this Contract shall then be at an end and all monies paid shall be refunded.
- 29.3 If the Contract is avoided pursuant to this Special Condition, the deposit and all other moneys paid by the Purchaser under this Contract (less any applicable taxes, duties and bank fees incurred with respect to the money paid) must be refunded in full to the Purchaser. However, the Purchaser is not entitled to any compensation from the Vendor in respect of any loss, damage, costs, fees or other expenses paid or incurred by the Purchaser in relation to or arising out this Contract.

30. Vendors Right to Terminate

- 30.1 If:
  - 30.1.1 any requirement imposed by an Authority for the Plan or the Building is in the opinion of the Vendor too onerous to perform or accept; or
  - 30.1.2 at any time and for any reason the Vendor in its absolute discretion determines the construction of the Building will not proceed;
  - 30.1.3 the Vendor may elect to terminate this Contract by notice in writing to the Purchaser.
- 30.2 If the Vendor gives notice under Special Condition 31.1 this Contract will be at an end and all moneys paid by the Purchaser will be refunded.
- 30.3 If this Contract is terminated or rescinded by the Vendor under this Special Condition, the Purchaser will not have any right to compensation or damages against the Vendor.

31. Compliance with *Subdivision Act 1988* ("the Act")

- 31.1 The Property is sold under the provisions of the Act and the Purchaser purchases subject to the provisions of the Act and without limitation the following:
  - 31.1.1 the easements (express and implied) affecting the Property by virtue of the Act;
  - 31.1.2 the Lot entitlement and Lot liability set out on the Plan as varied from time to time in accordance with Section 37(3) of the Act;
  - 31.1.3 all regulations made under the Act relating to an Owners Corporation and
  - 31.1.4 the Owners Corporation Rules which are set out in the Plan and/or Vendor's Statement as amended from time to time.

32. Contract Subject to Payment of Full Deposit

This Contract is subject to the Purchaser paying the full deposit to the Vendor's Agent or Vendor's Solicitors by the Deposit Date. If the Purchaser fails to pay the full deposit (whether by Cash and/or Bank Guarantee) by the Deposit Date then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after the Deposit Date end this Contract by written notice to the Purchaser. ~~General Condition 8 and (except for the reference to time being of the essence of this Contract), Condition 5 of Table A do not apply to this Special Condition.~~

33. Payment of Balance of Price

- 33.1 The balance of the price must be paid on the later of:
  - 33.1.1 14 Days after the day on which the ~~Vendor's Solicitors notify the Purchaser's or the~~

~~Purchaser's Solicitors or Conveyancer in writing that the Plan has been registered by the Registrar of Titles;~~

~~33.1.2 14 Days after the day on which the Vendor's Solicitors notify the Purchaser or the Purchaser's Solicitors or Conveyancer in writing that a notice of practical completion has been issued by the Vendor's Architect; and/or~~

33.1.3 14 Days after the day on which the Vendor's Solicitors notify the Purchaser or the Purchaser's Solicitors or Conveyancer in writing that an Occupancy Permit has been issued by a building surveyor.

**34. Deposit to be Held in Trust until Registration of Plan**

34.1 The Deposit payable under this Contract shall be paid to either the Vendor's Solicitors or Vendor's Agent named herein to be held on trust for the Purchaser until registration of the Plan of Subdivision in accordance with the provisions of Section 9AA of the Sale of *Land Act 1962*.

34.2 The Vendor and the Purchaser hereby authorise the Vendor's Solicitors to invest the Deposit on terms and conditions approved from time to time by the Vendor on interest bearing term deposit with any Bank as defined in the *Banking Act* (Cth), as the Vendor's Solicitors may decide upon from time to time.

34.3 Any interest accruing on the Deposit monies (less costs, duties and expenses incurred in connection therewith) shall be paid to the party to whom the deposit is paid in accordance with this Contract.

**35. Purchaser not to Lodge Caveat**

Until registration of the Plan the Purchaser undertakes not to lodge, permit or cause to be lodged at the Land Titles Office any Caveat in respect of the interest referred to in this Contract and the Purchaser agrees to indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this provision.

**36. Sale of Land Act Prevails**

It is the understanding and the intent of the parties hereto that no provision of this Contract overrides any of the provisions of the Sale of *Land Act 1962* (as amended). Any provision hereof which but for this Special Condition might be construed as overriding the provisions of the said Act shall so far as possible be read down and construed in such a manner as not to override such last mentioned provisions.

**37. Location of Easements**

Subsection (1) of Section 10 of the Sale of Land Act 1962 shall not apply in respect of the final location of an Easement shown on the Plan.

**38. Owners Corporation**

38.1 The Purchaser consents to and authorises and requests the Vendor to as soon as practicable after the registration of the Plan attend to all matters necessary to make the Owners Corporation or Corporations (whichever the case may be) to become functional and in particular to cause the Owner's Corporation or each of them (if more than one) to:

38.1.1 hold the first meeting of the Owners Corporation;

38.1.2 do all things required to be done at the first meeting;

38.1.3 appoint a manager;

38.1.4 determine the fees or levies payable by the owners of all lots;

38.1.5 insure the building for an adequate and proper amount with a reputable insurer;

38.1.6 confirm and/or change the Owners Corporation Rules; and

38.1.7 appoint committees and make delegations if the Vendor deems this appropriate.

- 38.2 The Purchaser acknowledges that the Plan shall incorporate Owners Corporation rules. The Purchaser acknowledges and agrees that the Owners Corporation rules may change at the direction of the Vendor, and/or to comply with appropriate legislation and regulations.
- 38.3 The Purchaser acknowledges that there is currently no Owners Corporation budget. The Purchaser acknowledges and agrees that the Owners Corporation budget will be adopted at the first meeting of the Owners Corporation.
- 38.4 The Purchaser shall not make any claim, objection or requisition or attempt to rescind or terminate or avoid this Contract or seek to delay, defer or avoid settlement or to withhold any part of the Price as a result of or in respect of any matters disclosed in this Special Condition.

39. **Bank Guarantee**

39.1 "Bank Guarantee" means an irrevocable and unconditional guarantee from an Australian branch of National Australia Bank Limited, Commonwealth Bank of Australia Limited, Australia and New Zealand Banking Group Limited, St. George Bank Limited, Citibank Limited, Westpac Banking Corporation, BankWest, HSBC, Macquarie Bank Limited or Suncorp Metway ("the Bank") with the following information inserted therein:

39.1.1 the name and description of the Vendor herein as the Principal or such other terms used to describe the person with the right to require payment under same;

39.1.2 the name and description of the Purchaser(s) herein as the Customer/s or such other term used to describe the person on whose behalf the bank has issued same; and

39.1.3 the amount being thereby Guaranteed;

and stating that the guarantee shall continue in full force and effect until the earlier of notification in writing has been received by the Bank from the Principal that the Guarantee is no longer required by the Principal and payment to the Principal by the Bank of the whole of the amount guaranteed (or words to the like effect).

- 39.2 The delivery of the Bank Guarantee to the person ("Deposit Holder") shall be deemed to be payment of the Deposit to the extent of the amount guaranteed under the Bank Guarantee.
- 39.3 On completion of this Contract, the Purchaser will pay to the Vendor, in addition to all other moneys payable under this Contract, the amount guaranteed under the Bank Guarantee either by way of cash or unendorsed bank cheque. Upon receipt of such amount, the Vendor shall deliver the Bank Guarantee to the Purchaser or his representative. If at any time the Purchaser is entitled to a refund of the Deposit, the Vendor shall return any Bank Guarantee which has been provided by the Purchaser, and shall refund any deposit monies which have been paid by the Purchaser.
- 39.4 Notwithstanding anything else herein contained, the Purchaser shall have the right to deliver at the date fixed for the payment of the balance of the deposit, a Bank Guarantee for either the balance or the whole amount of the deposit and the Vendor shall refund any part of the deposit already paid in cash.
- 39.5 If the Purchaser defaults under any term of the Contract, the Vendor's Solicitors may draw upon the Bank Guarantee and the amount paid to the Vendor's Solicitors upon the drawing of the Bank Guarantee will either (subject to Special Condition 39.7):
- (a) be paid by the Vendor's Solicitors and forfeited to the Vendor only if the Plan has registered and the Vendor has lawfully rescinded the Contract; or
  - (b) be applied towards payment of the Deposit to be held by the Vendor's Solicitors on trust for the Purchaser until registration of the Plan
- 39.6 The parties agree that any monies paid by the Bank under the Bank Guarantee must be paid to the Deposit Holder to be held in accordance with General Condition 11.2 and Special Condition 34 of this Contract and section 9AA and 9AF of the *Sale of Land Act*.
- 39.7 For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the Vendor be entitled to the proceeds of the Bank Guarantee unless and until:
- (a) the Contract is lawfully rescinded in accordance with General Condition 27 and 28 and the Plan has registered; or

- (b) the Plan is registered and the Deposit is released to the Vendor in accordance with the Sale of Land Act 1962; or
- (c) settlement occurs.

**40. Nomination of Alternative and/or Additional Purchaser**

If the Purchaser wishes to nominate an additional or substitute purchaser, the Purchaser may only do so if the Purchaser delivers to the Vendor a written Deed or Agreement in a form acceptable to the Vendor in its absolute discretion pursuant to which both the Purchaser and the nominated purchaser acknowledge and agree that they will from the date of the Deed of Agreement be jointly and severally liable for the due performance of the obligations of the Purchaser under this Contract and payment of any expenses resulting from the nomination.

**41. Equipment Warranties**

To the extent it is able to do so, the Vendor shall at settlement be deemed to have assigned to the Purchaser all its rights under any warranty or obligation given by the supplier or installer of any fixtures, fittings or equipment (including any air conditioning units and lighting) installed in the Property.

**42. Defects Liability Period**

42.1 The Vendor must attend or cause the Builder to attend to rectification of any defects in any part of the Works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of the defects within 3 months after the settlement date of this Contract.

42.2 The obligations of the Vendor under Special Condition 42.1 shall cease upon the expiration of the 3 month period, or the satisfactory rectification of the notified defects, whichever is the later.

42.3. It is expressly agreed by the parties that any cracking, loosening or other movement caused by natural shrinkage or settlement does not constitute a defect in materials or workmanship.

42.4 The Purchaser must give the Vendor and the Builder and their respective servants, agents, employees and contractors reasonable access at reasonable times (including 7.00am - 6.00pm Monday to Friday) to the Property to allow them to carry out any rectification of notified defects.

42.5 The Purchaser must not make any requisition, objection or claim any compensation from the Vendor or attempt to rescind or terminate this Contract or seek to delay, postpone or defer settlement or refuse to settle or to withhold any part of the price as a result of or in respect of the matters referred to in this Special Condition.

**43. Extension of Project Completion Date**

43.1 If registration of the Plan or the completion of the Works is, or in the opinion of the Vendor is likely to be delayed as a result of any one or more of the following event:

43.1.1 delay by an authority or by a building surveyor (as defined under the *Building Act 1993*) in providing any necessary approvals or consents in connection with any part of the Works, notwithstanding the Vendor having taken reasonable steps to obtain such approvals or consents;

43.1.2 conditions or requirements imposed by an authority or by a building surveyor or by legislation in connection with any part of the Works;

43.1.3 strikes or lockouts by any persons employed in connection with the Works, or shortage of supply of materials or services to be used in the Works;

43.1.4 riots, civil commotion, burglary, theft or malicious damage;

43.1.5 any act of God, fire, flood, storm, tempest, lightning, earthquake, explosion or inclement weather; or

43.1.6 any other cause beyond the control of the Vendors or its Builders; then the Project Completion

Date shall be extended by no more than six months.

- 43.2 The Vendor agrees to notify the Purchaser in writing of such extensions to the Project Completion Date as soon as practical.

44. Duplicate Certificate of Title

- 44.1 If on the settlement date the duplicate certificate of title has not been issued to the Vendor by the Titles Office, or having issued, has not been received by the Vendor or the Vendor's mortgagee, the Purchaser must accept either:

- 44.1.1 an order from the Vendor's Solicitor to the Registrar of Titles directing the Registrar to register the instrument of transfer, and upon registration, to issue the duplicate certificate of title to the party lodging the transfer; or
- 44.1.2 a written undertaking from the Vendor's Solicitor to forward the duplicate certificate of title to the Purchaser where the duplicate title has been received by the Vendor's Solicitor.

45. Purchaser's Solicitors or Conveyancer's Approval

The Contract is subject to and conditional upon the Purchaser's Solicitor or Conveyancer's approval of this Contract within 3 business days of the Purchaser signing this Contract. If the Purchaser's Solicitor or Conveyancer advised the Vendor's Agent or Solicitor in writing within the 3 business days that this Contract is unsatisfactory, then all monies paid under this Contract shall be refunded in full without deduction. If no written notification is received within 3 business days, then this Special Condition will have no further force or effect and this Contract shall be deemed to be unconditional.

46. Foreign Acquisitions and Takeover Act 1975

- 46.1 Not a Foreign Interest;

Unless the Purchaser has stated in the Particulars of Sale that the Purchaser is a Foreign Interest, the Purchaser warrants that the Purchaser is not a Foreign Interest and that there are no legal impediments to the Purchaser purchasing the Property. The Purchaser indemnifies and keeps the Vendor indemnified against any loss or damage suffered by the Vendor as a result of a breach by the Purchaser of this warranty.

- 46.2 Foreign Interest - Purchaser to obtain FIRB Approval

- 46.2.1 If the Purchaser has stated in the Particulars of Sale that the Purchaser is a Foreign Interest then this Contract is conditional upon the Purchaser applying for and obtaining approval to purchase the Property ("FIRB Approval") within 60 days after the Day of Sale ("FIRB Approval Date").

- 46.2.2 The Purchaser may end this Contract if the FIRB Approval is not obtained by the FIRB Approval Date only if the Purchaser:

46.2.2.1 has made immediate application for the FIRB Approval;

46.2.2.2 has done everything reasonably required to obtain the FIRB Approval;

46.2.2.3 serves written notice ending the Contract on the Vendor on or before 4 days after the FIRB Approval Date; and

46.2.2.4 is not in default under any condition of this Contract when the notice is given.

- 46.2.3 If the FIRB Approval is not obtained by the FIRB Approval Date then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after the FIRB Approval Date and before the Purchaser obtains the FIRB Approval end this Contract by written notice to the Purchaser. General Condition 8 of this Contract and ~~Condition 5 of Table A (except for the reference to time being of the essence of this Contract)~~ do not apply to this Special Condition.

- 46.2.4 If this Contract is ended pursuant to Special Conditions 46.2.2 or 46.2.3 all monies paid under this Contract shall be refunded to the Purchaser without reduction.

47. SECTION 173 AGREEMENT

47.1 Purchaser's acknowledgement

The Purchaser understand and acknowledges that:

- (a) The Moonee Valley City Council may require the Vendor to enter into an Agreement under Section 173 of the Planning and Environment Act 1987 to be registered and run with the title to the Land and every Lot. The Section 173 Agreement will contain restrictions and covenants affecting the Development and its adjoining land.
- (b) If requested to do so by the Vendor or by any Authority, the Purchaser shall, within seven (7) Business Days of being requested to do so, sign any consents or authorities or do any such acts or things that the Vendor may require to enable the Vendor to procure the registration of the Section 173 Agreement.
- (c) The Purchaser will not may any requisition or objection as to title which relates to the Section 173 Agreement and its provisions and effect and will not make any demands or claims against the Vendor of any nature whatsoever in relation to them.
- (d) The Vendor will if requested by the Purchaser, provide the Purchaser with a copy of the Section 173 Agreement when it has been duly executed

48. Notice for the purposes of Section 9AB of the Sale of Land Act

- 48.1 For the purposes of Section 9AB of the Sale of Land Act 1962 (as amended) the vendor advises the Purchaser that the natural surface level of the land in the lot or any land abutting the lot which is in the same subdivision will be affected by the Works to be carried out by the Vendor after the date of this contract in accordance with the Plans and Specifications set out in the Contract as varied from time to time (if applicable) pursuant to the Vendor's rights under this contract to vary the same and will include excavations for the construction of basements, footings, concrete slabs and other site works necessary for the construction of the Development.

49 ENVIRONMENTAL MATTERS

The Purchaser is not entitled to make any Claim in respect of any Contaminants found at the Property or the Land. The Vendor must comply at its own expense, with the requirements of any Responsible Authority for the abatement of any Contaminant, the clean up or an environmental audit (or any combination of them) of the Property or the Land and must keep the Purchaser indemnified at all times against the cost of doing so

## GUARANTEE

TO: Stars of the Universe Pty Ltd ACN 088 712 369 (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the Land described in the within Contract to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the Covenants Provisions and Stipulations contained or Implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchaser under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the Land to the Purchaser pursuant to the terms thereof.
- E. THIS Guarantee shall not affect or be affected by any or a further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such collateral or other security except in the case of a negotiable security or otherwise any of the monies at any time owing under the said Contract of Sale to the Vendor or by any laches or mistakes on the part of the Vendor or by any indulgence granted by the Vendor to the Purchaser.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
  - (a) That the contract for the repayment of the monies hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of any act, omission, state or condition of the Purchaser or for any other reason whatsoever;
  - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
  - (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraphs (a) and (b) of this clause.
- G. UNTIL The Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive



the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of the such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase monies interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the monies or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall ensure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and severable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under Clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

Vendor: Stars of the Universe Pty Ltd ACN 088 712 369

Purchaser: CHRISTIAN MCFARLANE

Guarantor(s): 5, 1/9 THOMSONS RD. KEILOR PARK 3042

IN WITNESS whereof the said Guarantor(s) have set their hands and seals this 20 day of

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:

[Handwritten signature]
Guarantor's signature

[Handwritten signature]
Signature of Witness

ADAM FARRAGIA
Name of Witness

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:

.....
Guarantor's signature

.....
Signature of Witness

.....
Name of Witness

SIGNED SEALED AND DELIVERED by the said Guarantor in Victoria in the presence of:

.....
Guarantor's signature

.....
Signature of Witness

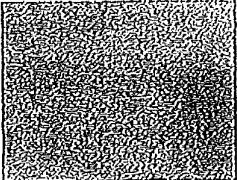

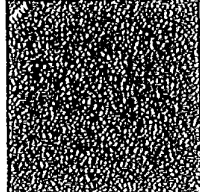
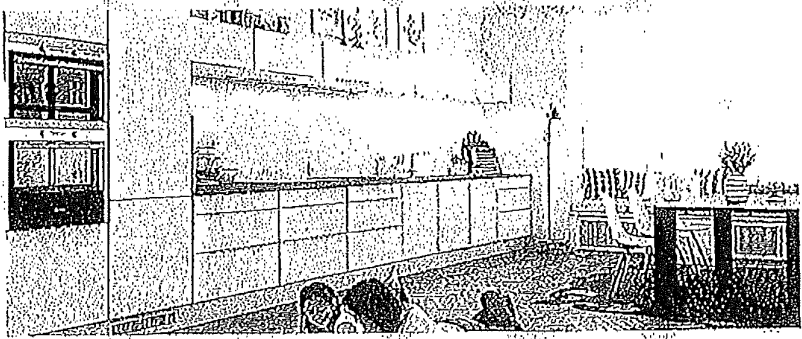
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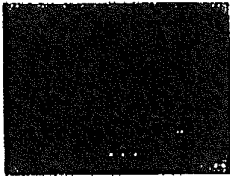
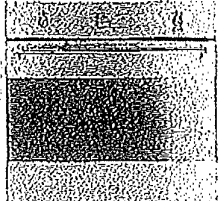
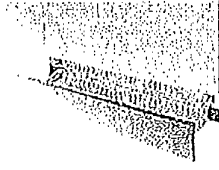
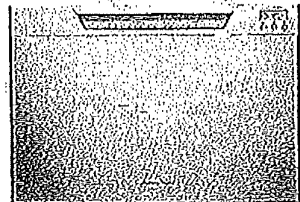
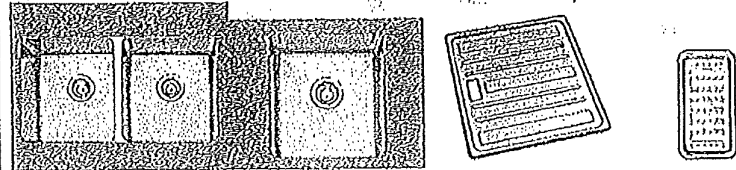
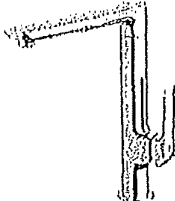
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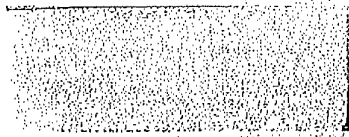
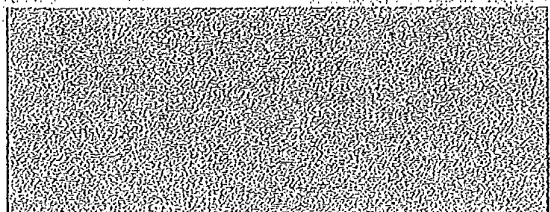
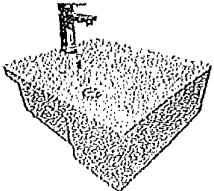
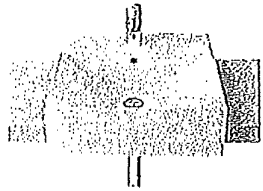
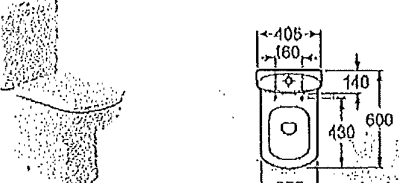
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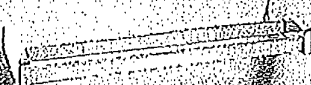
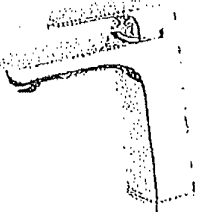


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**INTERIOR MATERIALS - SANITARY EQUIPMENTS - FIXTURES**

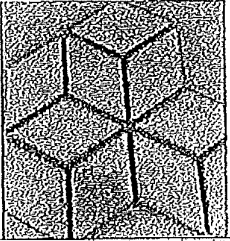
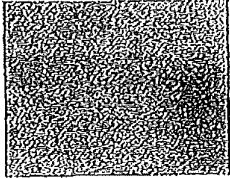
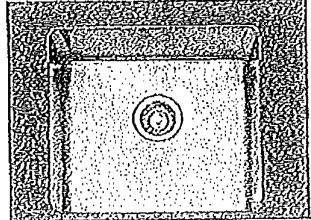
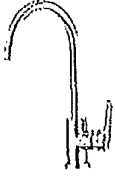
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