

**HOAM PTY LTD  
ACN 103 605 992  
IN ITS CAPACITY AS TRUSTEE OF THE  
KHAN FAMILY SUPERANNUATION FUND**

**(Borrower)**

**AND**

**KHAN CUSTODIAN PTY LTD  
ACN 601 102 461  
AS TRUSTEE FOR THE  
KHAN CUSTODIAN TRUST**

**(Collateral Mortgagor/Bare Trustee)**

**AND**

**MAZAHIR KHAN  
AND  
ARIFA HAMID ULLAH KHAN**

**(Lender)**

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**LOAN FACILITY AGREEMENT**

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**LOAN FACILITY AGREEMENT**

**THIS LOAN FACILITY AGREEMENT is made the 19<sup>th</sup> day of September 2014**

**BETWEEN**

**Mazahir Khan and Arifa Hamid Ullah Khan of 21A Lynwood Avenue, Killara, New South Wales 2071.**

NSL SOURCE BLDG. UNIT  
17-19-2013 ("the Lender")  
NSL/111  
AMOUNT \$ 2,000,000.00  
DATE 13/09/2014

**AND**

**Hoam Pty Ltd ACN 103 605 992 in its capacity as Trustee of the Khan Family Superannuation Fund of 21A Lynwood Avenue, Killara, New South Wales 2071.**

**("the Borrower")**

**AND**

**Khan Custodian Pty Ltd ACN 601 102 461 in its capacity as Bare Trustee for the Khan Custodian Trust of 21A Lynwood Avenue, Killara, New South Wales 2071.**

**("the Collateral Mortgagor/Bare Trustee")**

**RECITALS**

- A. The Lender has at the request of the Borrower agreed to advance to the Borrower the sum of Two Million Dollars (\$2,000,000.00) subject to the terms, conditions, and provisions contained in this Agreement for the purpose of assisting the Borrower to complete its purchase of the security.
- B. The Borrower has agreed to secure the payment to the Lender of the moneys secured (which expression is defined in Clause 17) by obtaining execution of collateral freehold real estate mortgage over the property referred to in the Schedule (hereinafter collectively referred to as "the security property") by the Collateral Mortgagor/Bare Trustee.
- C. The Lender and the Borrower have agreed that as at the Date of this Agreement the amount of the Principal Sum advanced to the Borrower shall not exceed the equivalent of 85% of the total assessed market value of the security property (as assessed by an experienced real estate valuer nominated by the Lender) mortgaged to the Lender as part of the security for the moneys secured.

**IT IS AGREED:**

**1. LOAN FACILITY**

Subject to the provisions of Clause 3.1 the Lender hereby agrees to lend to the Borrower the sum of Two Million Dollars (\$2,000,000.00) (hereinafter called "the Principal Sum") upon receipt from the Borrower of one or more written requests to do so. When making a written request for an instalment of the Principal Sum the Borrower must nominate a business day for settlement which day must not be less than two clear business days from the making of the request unless otherwise agreed by the parties. The Borrower and the Lender acknowledge that in entering into this transaction it is their intent that the amount of the Principal Sum advanced to the Borrower as at the date of this Agreement is not to exceed the equivalent of 85% of the security property's assessed market value at such time (hereinafter referred to as "the land value lending ratio").

**2. REPAYMENT OF THE LOAN**

The Borrower shall repay the Principal Sum and pay any other moneys secured or moneys payable by or recoverable from the Borrower pursuant to the terms hereof on the 19<sup>th</sup> day of September 2024. The Borrower shall not, except as otherwise expressly provided in this Agreement, be entitled to compel the Lender to accept full or partial repayment of the Principal Sum prior to the Due Date for repayment.

**3. CALCULATION AND PAYMENT OF INTEREST**

3.1 The Borrower shall pay to the Lender interest upon the Principal Sum and the moneys secured or so much thereof as shall from time to time be outstanding with the rests (if any) set out in the Schedule at the Higher Rate set out in the Schedule, provided that if the interest payable is paid on the due date for payment or within seven days of that date and the Borrower is not otherwise in default under this Agreement the Lender shall accept interest computed at the Lower Rate set out in the Schedule in lieu of interest at the Higher Rate but without prejudice to the right of the Lender to require payment of interest at the Higher Rate for any period in respect of which any interest due has not been paid upon the due date for payment or within seven days of that date. Such interest shall be computed from and include the date of this Agreement and shall be payable as set out in sub-clause 3.3.

3.2 The Lender and Borrower agree that the monthly repayments of principal and interest shall be payable from the commencement date until expiration of the loan term.

3.3 The interest payable by the Borrower as specified in sub-clause 3.2 shall be calculated with daily rests and shall be payable on the 1st day of each calendar month throughout the duration of this Agreement, the first of such payments to be made on the 1st day of the month next succeeding the month during which the initial instalment of the Principal Sum is lent to the Borrower.

**4. SECURITIES**

4.1 The Borrower and Collateral Mortgagor/Bare Trustee covenant with the Lender that as security for the payment to the Lender of the moneys secured and for the

performance by the Borrower of all its other obligations pursuant to the provisions of this Agreement it will simultaneously with the execution hereof:

- (a) Procure the execution of a freehold mortgage (if any) OR Deposit of the Certificate of Title by the Collateral Mortgagor/Bare Trustee in the appropriate form to enable the Lender to obtain registration of such mortgages at the NSW Land Titles Office and also in such form as the lawyers for the Lender may approve, over the real estate security property described in the Schedule after the Bare Trustee's name and shall deliver such real estate mortgages, duly executed as appropriate by it to the Lender together with the Certificate(s) of Title in respect of the security property. The Borrower acknowledges that failure on its part or on the part of the Collateral Mortgagor/Bare Trustee, which are to provide the real estate mortgages to observe, perform or fulfil any covenants, conditions or provisions contained in such real estate mortgages shall constitute an event of default under this Agreement. The obligation of the Lender to lend the initial instalment of the Principal Sum to the Borrower is subject to the condition precedent that the Lender shall have received, on or before the day it is to make such loan, the executed freehold mortgage(s) referred to above together with the additional securities referred to in paragraph (b) of this Clause and that all obligations imposed by those mortgages have been complied with.
- (b) procure to be given to the Lender any additional securities described in the Schedule as "Additional Securities".

4.2 The Borrower will make, do and execute and procure the making, doing and execution of all such things as the Lender may require to give effect to all securities referred to in Clause 4.1 and to confer the full benefit of those securities upon the Lender.

4.3 The Lender is not obliged to discharge any mortgage over the security property or any part thereof unless the Lender has first received full payment of the moneys secured.

## 5. EVENTS OF DEFAULT AND DEFAULT PROVISIONS

Notwithstanding any provision of this Agreement either express or implied, the Principal Sum, any interest then unpaid, the moneys secured and all other moneys payable by or recoverable from the Borrower shall, at the option of the Lender, notwithstanding any delay or any previous waiver of the right to exercise such option, immediately become due and payable on the happening of any one or more of the following events:

- 5.1 if the Borrower or Collateral Mortgagor/Bare Trustee shall default in the punctual performance or observance of any of the provisions of this Agreement or of any mortgage executed as collateral security pursuant to the provisions of this Agreement and such default continues for a period of seven (7) days after service of a notice by the Lender specifying the default and requiring that the same be remedied;

- 5.2 if default be made by the Borrower in the due and punctual payment of any interest payable pursuant to the provisions of this Agreement, or in the repayment of the Principal Sum or in the payment of any other moneys payable by the Borrower to the Lender and such default continues for a period of seven (7) days after service of a notice by the Lender specifying the default and requiring that the same be remedied;
- 5.3 if the Borrower or Bare Trustee enters into any scheme of arrangement or composition with their creditors or any of them or proposes so to do;
- 5.4 if the Borrower or Bare Trustee goes into liquidation or has a provisional liquidator, or receiver or receiver and manager, or administrator or controller appointed or an Application for winding-up is made to any Court of competent jurisdiction;
- 5.5 if any execution or any other process of any court or authority for an amount in excess of \$10,000.00 is issued against and levied upon the whole or any part of the property of the Borrower or Bare Trustee and remains unsatisfied for a period of seven (7) days;
- 5.6 if the Collateral Mortgagor/Bare Trustee of the Borrower commits any act of bankruptcy or if the Collateral Mortgagor/Bare Trustee is a company any of the type of events specified in sub-clauses 5.3, 5.4 and 5.5 above occurs in respect to the guarantor company;
- 5.7 if the said Borrower or the Mortgagor/Bare Trustee default in the payment of any money payable under any other mortgage, charge or encumbrance upon the security property;
- 5.8 if in the Lender's reasonable opinion there is some material adverse change in the financial position of the Borrower or Bare Trustee which is likely to prejudice the ability of the Borrower to meet any of its liability and obligations under this Agreement;
- 5.9 if the Borrower or the Collateral Mortgagor/Bare Trustee, without the written consent of the Lender, demises leases or parts with possession of or grants any licence affecting the security property or any part thereof; or does permits or omits to do anything whereby any charge, lien, liability or encumbrance is imposes on the security property or any part thereof in priority to or pari passu with the mortgages comprising a part of the Lender's security under this Agreement;
- 5.10 without the prior written consent of the Lender there shall be any allotment, sale, transfer or disposal of any share in the capital of the Borrower (being a Company) and the effect of such allotment, sale, transfer or other disposal would be to either directly or indirectly reduce the aggregate voting power held by the present Shareholders in the Borrower or Collateral Mortgagor/Bare Trustee to less than 50% of the total voting power of all shares in the issued capital of the Borrower or Collateral Mortgagor/Bare Trustee at that time;
- 5.11 if any representation or warranty made by the Borrower in or pursuant to this Agreement in any notice, certificate or statement referred to in or delivered under this Agreement is or proves to have been incorrect in any material respect; and

- 5.12 if without first obtaining the Lender's written consent, the Mortgagor ceases to be the Collateral Mortgagor/Bare Trustee of the security property for the Borrower.

## 6. BORROWER'S INDEMNITY

- 6.1 The Borrower agrees to indemnify the Lender in respect of a failure by any Collateral Mortgagor/Bare Trustee to observe, perform or fulfil any of the covenants and conditions contained in any mortgage made between the Lender of the one part and the Collateral Mortgagor/Bare Trustee of the other part for the purpose of comprising a part of the Lender's security under this Agreement for the moneys secured by this Agreement.
- 6.2 The Borrower or Collateral Mortgagor/Bare Trustee undertake and confirm that they have complied with all requirements contained in the *Superannuation Industry (Supervision) Act 1993* as amended (SIS Act) in respect to this transaction.

## 7. COSTS, EXPENSES AND FEES

- 7.1 The Borrower shall pay on demand to the Lender all reasonable costs (including on a full indemnity basis the fees and out-of-pocket expenses of legal advisers to the Lender which are to be computed on a lawyer and his own client basis) charges and expenses, the amount of which shall be inclusive of any GST payable by the Lender or imposed on the supply of the relevant service, of and incidental to the valuation and to the preparation, execution, delivery and stamping of this Agreement and of any collateral security documentation and to the enforcement or attempted enforcement of the performance of the terms of this Agreement of any collateral security required to be given to the Lender pursuant to the terms of this Agreement and to the monitoring of compliance with the obligations of the Borrower and the Collateral Mortgagor/Bare Trustee under this Agreement and under the freehold collateral mortgage and to the exercise or attempted exercise of any right power authority or remedy conferred on the Lender pursuant to the terms of this Agreement and to any proceedings in any court or tribunal in which the Lender is involved to protect any such right, power, authority or remedy, including all stamp duty and all fees payable in connection with the registration of the said collateral security documents and any variation or discharge thereof. The Borrower shall also pay, on demand, to the Lender any government levies that the Lender is liable to pay by reason of receipt by the Lender or deposit to the credit of the Lender with any financial institution of the Principal Sum, of the interest payable, of the moneys secured or any part thereof.
- 7.2 The Borrower shall pay on demand to the Lender such reasonable administration fee as charged by the Lender and such reasonable legal expenses (on a full indemnity basis and inclusive of any GST payable by the Lender) as charged to the Lender in respect to any variation of the terms of this Agreement or to the partial or full repayment of the Principal Sum.
- 7.3 The Lender agrees and acknowledges that any enforcement or attempted enforcement of the performance of the terms of this Agreement shall be limited to the collateral security and shall not extend to any other assets of the Borrower, whether such assets currently exist or are the subject of acquisition in the future.

## 8. PAYMENTS BY BORROWER

All payments made pursuant to this Agreement or pursuant to any collateral security documentation shall be made at such place as the Lender may from time to time in writing direct and if required by the Lender the Borrower must make such payments by order upon the Borrower's bank. If a payment by the Borrower is due to be made on a day which is not a Business Day, the payment shall be made on the Business Day preceding the due date. Unless the Lender otherwise determines all moneys received by the Lender pursuant to the terms of this Agreement shall be applied first to interest payable by the Borrower, second in payment of any other moneys payable by the Borrower pursuant to the terms of this Agreement and third in repayment of the Principal Sum.

## 9. NOTICES AND DEMANDS

9.1 Any notice or demand to be given by the Lender pursuant to this Agreement or any Collateral Security documentation shall be sufficiently given or made by giving notice or making such demand in writing and by posting it by prepaid post to the address of the Borrower specified in this Agreement or such other address as may have been advised in writing by the Borrower as its address for service. Such notice or demand may be signed on behalf of the Lender by any of its officers, an officer of its authorised manager or by its Solicitors. Any notice or demand given or served by prepaid post shall be deemed to have been given or served at the expiration of 3 Business Days after the date on which it was posted.

9.2 A Certificate purporting to be signed by the Lender or by any of its lawyers, directors, secretaries, managers or other duly authorised officers or by an officer of its authorised manager stating all of the following matters, facts or things:

- (a) the total amount of the moneys secured at any date;
- (b) the date of making default in performing or observing any covenant or agreement to be observed by the Borrower;
- (c) whether such default has continued between specified dates;
- (d) anything else relevant to the establishment of any right or remedy of the Lender or of the liability of the Borrower;

shall, in the absence of manifest error, be prima facie evidence of such matter, fact or thing stated in such Certificate.

## 10. POWER OF ATTORNEY

Following the occurrence of an event of default as referred to in Clause 5 and for the purpose of giving full effect to this Agreement and the powers hereby conferred, and in consideration of the loan made to the Borrower by the Lender, the Borrower hereby IRREVOCABLY APPOINTS the Lender the true and lawful attorney of the Borrower for the purpose of doing all acts and things which the Borrower should do or should have done in compliance with the provisions of this Agreement and to do all such acts matters and things (including the execution of all such deeds transfers of land conveyances and other documents whatsoever) as such attorney may deem expedient for carrying out or in connection with the exercise of all or any of the rights or powers herein contained or

implied or giving effect to this Agreement or for the enforcement of any provision of this Agreement. AND it is hereby declared that until the moneys secured have been fully paid to the Lender and the Borrower has complied with all of its obligations under this Agreement the powers hereby conferred upon the Lender shall be irrevocable and the provisions of Section 109 of the Instruments Act 1958 or any statutory modification or re-enactment thereof for the time being in force shall apply.

## 11. GENERAL

- 11.1 All powers rights remedies and authorities conferred upon the Lender may be exercised on behalf of and in the name of the Lender from time to time by any of its lawyers, directors, secretaries, managers or other officers from time to time authorised by it so to act either generally or in a particular case or by an officer of its authorised manager.
- 11.2 All questions relative to the validity, interpretation and performance of the terms of this Agreement shall be governed by the laws of the State of NSW, Australia and all or any disputes arising under or in connection with this Agreement shall be settled before the competent Courts of the State of NSW.
- 11.3 No alteration or variation of the terms of this Agreement shall be of any force or effect unless it is recorded in writing and executed by the Borrower and the Lender or their duly authorised successors and assigns.

## 12. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender that:

- 12.1 The Borrower has full power, capacity and authority to execute and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution and performance of the same.
- 12.2 The Collateral Mortgagor/Bare Trustee has full power, capacity and authority to execute and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution and performance of the same.
- 12.3 No litigation, arbitration or administrative proceedings are presently taking place, pending or to the knowledge of the Borrower threatened against the Borrower which could have a materially adverse effect on the business, assets or financial condition of the Borrower.
- 12.4 The financial statements and other information provided or representations made of the Borrower and the Bare Trustee which have been provided or made to the Lender present fairly and accurately the financial position of the Borrower and Collateral Mortgagor/Bare Trustee as at the date specified therein and do not omit any material facts. The Borrower does not have any significant liabilities which are not disclosed to the Lender.
- 12.5 The Borrower is not in breach of or in default under any other agreement, charge or mortgage relating to borrowed money or the giving of guarantees.



12.6 All information given to the Lender in writing in relation to the Borrower's application for the loan of the Principal Sum and all answers in writing given by or on behalf of the Borrower to any requisitions or enquiries in relation to the security property or the Borrower's or the collateral Mortgagor's/Bare Trustee's interest therein or right or title thereto or the capacity of the Borrower or of the Collateral Mortgagor/Bare Trustee made by or on behalf of the Lender prior to the execution of this Agreement were true and correct in every particular and that if any such information or answers were false or incorrect the Borrower shall be deemed to have thereby committed a breach of its covenants contained in this Agreement and shall be deemed to be in default.

12.7 The exercise of the power to borrow money by the Borrower who is acting as Trustee for the **Khan Family Superannuation Fund** is for the benefit of those beneficiaries and does not constitute an improper exercise of a power by it and has been specifically authorised and approved by all beneficiaries for whom it is acting as Trustee.

### 13. **EARLY REPAYMENT BY BORROWER**

13.1 During the term of this facility provided that the Borrower shall not be in default in complying with any of its covenants and obligations under this Agreement the Borrower shall be entitled to pay to the Lender a part of or the whole outstanding amount of the Principal Sum (including interest calculated thereon up to and inclusive of the date of actual repayment) on a date earlier than the Due Date for repayment by giving to the Lender not less than 30 days irrevocable written notice of its intention to do so.

13.2 Subject to the Borrower having complied with the provisions of this Clause interest shall abate on the amount of any partial repayment of the Principal Sum as from the date of its actual receipt by the Lender.

13.3 Subject to clause 13.1, the Borrower shall be entitled to make partial repayments in the manner, frequency and amount it nominates.

### 14. **BORROWER'S REPORTING REQUIREMENT**

The Borrower shall deliver to or produce for the inspection of the Lender or its nominee within 30 days of being requested to do so any documentation in relation to the security property that the Lender may reasonably require in order to satisfy itself that neither the Collateral Mortgagor/Bare Trustee or the Borrower is in default of any of the provisions of this Agreement or any collateral security given to the Lender.

### 15. **BORROWER'S TRUSTEE STATUS**

15.1 The Borrower and the Lender acknowledge that the Borrower has entered into this Agreement in its capacity as Trustee of the **Khan Family Superannuation Fund** and that it is the intention and commitment of the Borrower that their personal covenants under this Agreement and its liability to the Lender in respect and by virtue thereof extends and shall attach to the Borrower's rights of indemnity as Trustee against the security property and shall not extend to any other property investments and other assets whatsoever both present and future held by or vested in

the Borrower or to which the Borrower is entitled in its capacity as Trustee of the **Khan Family Superannuation Fund**.

15.2 The Borrower shall not, without the consent in writing of the Lender first had and obtained, retire or cease for any reason to be the Trustee of the **Khan Family Superannuation Fund**.

15.3 The Collateral Mortgagor/Bare Trustee shall not, without the consent in writing of the Lender first had and obtained, retire or cease for any reason to be the Trustee of the security property for the Beneficiaries named in Clause 15.1.

## 16. GENERAL

A failure by the Lender at any time to make demand for the moneys secured, to enforce a right or exercise a discretion conferred by this Agreement shall not prejudice or in any way affect the ability of the Lender at any subsequent time to make any such demand, enforce any such right or exercise any such discretion.

## 17. INTERPRETATION

In this Agreement unless the contrary intention appears:

- 17.1 Words importing the singular shall be deemed and taken to include the plural and the plural the singular unless the contrary is provided expressly or by necessary implication.
- 17.2 The term "Borrower" and "Lender" where the context permits shall be deemed and taken to include transferees, executors, administrators, assigns and other persons deriving title under the Borrower and the Lender respectively.
- 17.3 The "money secured" means the Principal Sum, all other moneys payable by the Borrower to the Lender pursuant to this Agreement and any future moneys that may be advanced by the Lender to the Borrower and each and all sums of money in which the Borrower may now or hereafter be indebted or liable or contingently indebted or liable to the Lender on any account or in any manner whatsoever including any moneys now or hereafter owing or payable by the Borrower under pursuant to or in connection with any present or future agreement, covenant, debenture, mortgage or guarantee or indemnity between the Borrower and the Lender.
- 17.4 Any reference in this Agreement to an Act by name shall unless inconsistent with the context be deemed and taken to include any Act of the Parliament of NSW amending or re-enacting such first-mentioned Act.
- 17.5 The term "person" shall include a corporation unless there is something repugnant to or inconsistent with that interpretation.
- 17.6 "Business Day" means a day on which the majority of Banks are open for general banking business in NSW.

- 17.7 Where two or more persons are parties to this Agreement as Borrower the covenants, conditions, obligations and liabilities of the Borrower herein contained or implied shall apply to them and to every two or greater number of them jointly and to each of them severally.
- 17.8 "GST" means any tax imposed on the supply of goods and services by the GST Law, as that term is defined from time to time in Section 195-1 of the Statute known as "A New Tax System (Goods and Services Tax) Act 1999.

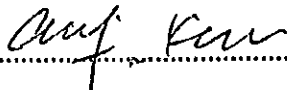
**SCHEDULE**  
**INTEREST RATES**

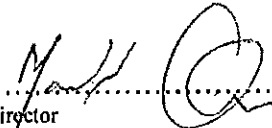
The Higher Rate of Interest:	Commonwealth Bank Standard Variable Loan Interest Rate
The Lower Rate of Interest:	Commonwealth Bank Standard Variable Loan Interest Rate
Calculation of Interest:	Daily
Additional Securities:	NIL
Security Providers:	A registrable real estate mortgage (if required) AND Deposit of Certificate of Title Folio Identifier 2/1171232 by <b>Khan Custodian Pty Ltd</b> in its capacity as Trustee of the <b>Khan Custodian Trust</b> (the Collateral Mortgagor/Bare Trustee) over the property known as 80-82 Appin Road, Appin NSW being the land contained in <b>Certificate of Title Folio Identifier 2/1171232</b> .

**EXECUTED as an Agreement**

**BORROWER:**


**EXECUTED by Hoam Pty Ltd ACN 103 605 992 )**  
**pursuant to Section 127 of the Corporations Act in the )**  
**presence of: )**

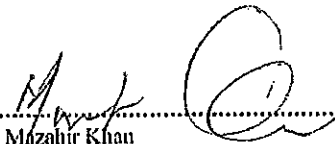
  
.....  
Director  
Arifa Hamid Ullah Khan  
21A Lynwood Avenue  
Killara, New South Wales 2071

  
.....  
Director  
Mazahir Khan  
21A Lynwood Avenue  
Killara, New South Wales 2071

**LENDER:**

**SIGNED by Mazahir Khan in the presence )**  
**of: )**

  
.....  
Witness

  
.....  
Mazahir Khan

**SIGNED by Arifa Hamid Ullah Khan in )**  
**the presence of: )**

.....  
Witness

  
.....  
Arifa Hamid Ullah Khan

**COLLATERAL MORTGAGOR/BARE TRUSTEE:**

**EXECUTED by Khan Custodian Pty Ltd ACN )**  
**601 102 461 pursuant to Section 127 of the )**  
**Corporations Act in the presence of: )**

  
.....  
Sole Director/Secretary  
Mazahir Khan  
21A Lynwood Avenue  
Killara, New South Wales 2071

**6. LOAN FACILITY AGREEMENT**

- 6.1 The Borrower will observe the provisions set forth in the Loan Facility Agreement.
- 6.2 In the event of inconsistency between this Mortgage and the Loan Facility Agreement, unless expressly stated otherwise, the Loan Facility Agreement will prevail to the extent of the inconsistency.

**7. DEFAULT**

- 7.1 The Mortgagor will be in default under this Mortgage on the happening of any one or more of the following events:
- a) The bankruptcy, composition with creditors, administration, receivership or liquidation of the Borrower or Mortgagor (or one of them); or
  - b) The Borrowers failure to pay any amount under the Loan Facility Agreement on the due date for payment; or
  - c) The Borrower is in breach of any other terms of the Loan Facility Agreement; or
  - d) The Mortgagor is in breach of any terms of this Mortgage.

**8. ATTORNEY**

- 8.1 The Mortgagor appoints the Lender the attorney of the Mortgagor immediately on or at any time after any breach or default by the Mortgagor or Borrower to exercise in the name of the Mortgagor all rights, powers and remedies of the Lender expressed or implied herein and to receive any moneys payable to the Mortgagor in respect of the mortgaged land whether in respect of insurance compensation or otherwise and to do all things required to be done by the Mortgagor and to execute all documents and to do all things necessary in regard to such matter.

**9. MEMORANDUM**

- 9.1 The Mortgagor will observe the provisions set forth in the memorandum filed in the Land Titles Office as No. Q860000, which provisions are deemed to be incorporated in this Mortgage.
- 9.2 In the event of inconsistency between the provisions of this Annexure and the provisions of the Memorandum then, unless expressly stated otherwise, the provisions of this Annexure will prevail to the extent of the inconsistency.

.....  
Mortgagee's Solicitor

.....  
Mortgagor

**10. COSTS AND STAMP DUTY**

10.1 The Borrower shall:

- a) bear the cost of any and all stamp duty and registration fees in respect of this Mortgage and any collateral documents;
- b) pay the Lenders legal costs of preparation of this Mortgage and collateral documents.
- c) pay the Lender's legal cost and charges for preparation of any discharge of this Mortgage and any collateral documents.
- d) pay the cost of any bank cheque and direct debit fees incurred by the Lender in respect of payment of the Principal Sum and interest.

**11. ENTIRE AGREEMENT**

11.1 This Mortgage embodies the entire agreement between the parties and succeeds and cancels all other agreements, negotiations, commitments and writings in respect of the subject matter hereof and may not be released, discharged, abandoned, changed or modified in any manner orally or otherwise except in accordance with the provisions of this Mortgage by an instrument of writing signed by all the parties.

**12. NOTICES**

12.1 A party must ensure that a notice it sends under this agreement is in writing.

12.2 A party may send a notice:

- a) by hand;
- b) by facsimile; or
- c) by pre-paid mail.

12.3 A notice is deemed to be given:

- a) if sent by hand, at the time of delivery; and
- b) if sent by facsimile, at the time and on the day that the whole of the notice has been transmitted from the sending facsimile machine;
- c) if sent by pre-paid mail, 3 days after postage (inclusive of the day of posting).

12.4 If delivery or receipt is not on a business day (at the recipients address) or if receipt is later than 5.00 pm, local time at the place of delivery, then the

.....  
Mortgagee's Solicitor

.....  
Mortgagor

notice is deemed to have been delivered and received on the next business day.

12.5 A party must address a notice to that parties address specified in the Schedule, unless a party notifies the other party that it has changed its address, in which case, to that new address.

**13. AUTHORITY**

**13.1 The Mortgagor:**


- (a) undertakes to comply with all requisitions made by the Land and Property Information (LPI) and the Office of State Revenue in connection with this Mortgage;
- (b) authorises the Lender or the Lender's solicitor to complete this Mortgage by inserting:
  - (i) the date of the document;
  - (ii) the dates for payment of the Principal Sum and interest;
  - (iii) the amount of the interest payments;
  - (iv) any other uncompleted details.


**Signed as a deed:**

**EXECUTED by Khan Custodian Pty Ltd (ACN 601 102 461) by the authorised person(s) whose signature(s) appear below pursuant to Section 127 of the Corporations Act 2001:**

.....  
Mazahir Khan  
Sole Director/Secretary

**EXECUTED on behalf of Mazahir Khan and Arifa Hamid Ullah Khan by their solicitor:**

  
.....  
Philip Monardo  
Solicitor for Mortgagee

  
.....  
Mortgagee's Solicitor

.....  
Mortgagor



**SCHEDULE**

Item	
1. Lender	Mazahir Khan & Arifa Hamid Ullah Khan  Address for Service: 21A Lynwood Avenue, Killara NSW 2071
2. Borrower	Khan Custodian Pty Ltd (ACN 601 102 461)  Address for Service: 21A Lynwood Avenue, Killara NSW 2071  Attention: Mazahir Khan
4. Principal Sum	\$2,000,000.00
5. Loan Advance Date	19 September 2014



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Mortgagee's Solicitor

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Mortgagor

# Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	CBRE PTY LTD, Sashi Makkapfi	Mobile: 0430 815 810
Co-agent		
Vendor	<b>METCASH TRADING LIMITED ACN 000 031 569</b> 50 Waterloo Road, Macquarie Park NSW 2113	
Vendor's solicitor	<b>HERBERT SMITH FREEHILLS</b> ANZ Tower, 161 Castlereagh Street, Sydney 2000	Attn: Greg Hing Ph: +61 2 9225 5000 Fax: +61 2 9322 4000 Ref: GJH:JMS:82287930
Completion date	See special condition 1.1	
Land (Address, plan details and title reference)	80-82 Appin Road, Appin NSW 2560 being all the land in Certificate of Title Folio Identifier 2/1171232 and being Lot 2 in Deposited Plan 1171232	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: commercial building	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> Other documents: Annexure A.	

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: see Special Condition 10.1
Exclusions	See Special Condition 10.2
Purchaser	Khan Custodian Pty Ltd ACN 601 102 461 ATF Khan Custodian Trust of Level 1, 1355 Gympie Road, Aspley QLD 4034
Purchaser's solicitor	Monardo Solicitors (Attention: Philip Monardo) 481A New South Head Road, Double Bay NSW 2028    Phone: (02) 9362 9019    Fax: (02) 9327 5699
Price	\$3,000,000.00
Deposit	\$150,000.00    (10% of the price, unless otherwise stated)
Balance	\$2,850,000.00
Contract date	3RD SEPTEMBER 2014                      (if not stated, the date this contract was made)

For execution see Annexure A

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<b>Vendor</b>	<b>Witness</b>
For execution see Annexure A	
<b>GST AMOUNT (optional)</b> The price includes GST of: \$	

<b>Purchaser</b>	<b>Witness</b>
<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
<b>Tax information (the parties promise this is correct as far as each party is aware)</b>	
Vendor duty is payable	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Deposit can be used to pay vendor duty	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes
Land tax is adjustable	<input type="checkbox"/> NO <input checked="" type="checkbox"/> yes
GST: Taxable supply	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:	
<input type="checkbox"/> not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))	
<input type="checkbox"/> by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))	
<input checked="" type="checkbox"/> GST-free because the sale is the supply of a going concern under section 38-325	
<input type="checkbox"/> GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0	
<input type="checkbox"/> input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**

Not applicable

Form: 05M  
Release: 4-1

# MORTGAGE

New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>STAMP DUTY</b>	Office of State Revenue use only
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<b>(A) TORRENS TITLE</b>	2/1171232
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<b>(B) LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>
		Reference:	<b>M</b>

<b>(C) MORTGAGOR</b>	KHAN CUSTODIAN PTY LTD (ACN 601 102 461)
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mortgages to the mortgagee all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

- (D)** • annexure A hereto
- memorandum No. Q860000 filed pursuant to section 80A Real Property Act 1900

**(E)** Encumbrances (if applicable):

<b>(F) MORTGAGEE</b>	MAZAHIR KHAN AND ARIFA HAMID ULLAH KHAN
<b>(G)</b>	TENANCY:

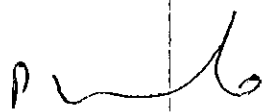
**DATE** 19.9.2014

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: KHAN CUSTODIAN PTY LTD (ACN 601 102 461)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:	Signature of authorised person:
Name of authorised person:	Name of authorised person: MAZAHIR KHAN
Office held:	Office held: Sole Director/Secretary

Certified correct for the purposes of the Real Property Act 1900 on behalf of the mortgagee by the person whose signature appears below.

Signature: 

Signatory's name: PHILIP MONARDO  
Signatory's capacity: solicitor

**ANNEXURE A TO MORTGAGE**

**Parties:** Mazahir Khan & Arifa Hamid Ullah Khan (Lender)  
Khan Custodian Pty Ltd (ACN 601 102 461) (Borrower)

**Dated:** 19 September 2014

**1. DEFINITIONS**

**1.1 In this Mortgage:**

"Borrower" means HOAM Pty Ltd (ACN 103 605 992) in its capacity as Trustee of the Khan Family Superannuation Fund.

"Item" means an item referred to in the Schedule.

"Lender" means mortgagee.

"Loan Facility Agreement" means the agreement between the parties dated 19 September 2014.

**2. COLLATERAL SECURITY**

2.1 The Mortgagor has agreed to grant this Mortgage to the Lender as collateral security for the payment to the Lender of the moneys secured and for the performance by the Borrower of its obligations pursuant to the provisions of the Loan Facility Agreement.

**3. PRINCIPAL SUM**

3.1 The Lender has advanced to the Borrower the Principal Sum referred to in Item 4 on the Loan Advance Date referred to in Item 5 in accordance with the Loan Facility Agreement.

**4. REPAYMENT OF PRINCIPAL SUM**

4.1 The Borrower will repay the Principal Sum, or so much thereof as shall remain unpaid in accordance with the Loan Facility Agreement.

**5. INTEREST**

5.1 The Borrower will pay interest on the Principal Sum in accordance with the Loan Facility Agreement.

.....  
Mortgagee's Solicitor

.....  
Mortgagor