



CONTRACT OF SALE OF REAL ESTATE

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

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale;
 - Special conditions, if any;
 - General conditions; and
 - Vendor's Statement
- and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract.

The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate, Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate, General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER  on ____ / ____ / 20__

Print name of person signing JIM PAPANICOLAOU

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 ____ / ____ / 20__

Print name of person signing GIORGIO PAPPI PAMBOU

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;
- you received independent advice from a legal practitioner before signing the contract;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

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 Vendor's 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 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
- (a) the purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

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 a 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 Vendor's Statement.

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, measurements or area 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 company charge

The vendor must provide at settlement a release of the property from any registered charge lodged under the **Corporations Act 2001 (Cth)** if requested in writing to do so at least 21 days before settlement. This obligation does not apply if the chargee is the proprietor of a registered mortgage over the land. The vendor must pay the registration fee if either party requires registration of that release.

8. Builder warranty insurance

The vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

9.1 This general 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 10.00a.m. and 4.00p.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:
 - (i) to the vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent, or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision; or
 - (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account 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) by draft or 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 1959 (Cth)** is in force.
- 11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides proof, to the reasonable 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 day of sale; and
 - (c) all conditions of the **Sale of Land Act 1962** 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 a farming business and the supply 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 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 a 'farming business':
- (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.

15. Adjustments

- 15.1 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 adjustments paid and received as appropriate.
- 15.2 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 2005**); 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 post is taken to have been served on the next business day after posting, unless proved otherwise.
- 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) any manner authorised by law or the Supreme Court for service of documents.

18. Nominee

The purchaser may nominate a substitute or additional purchaser, 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.

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 6(1) and (2) 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

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 served 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 service of the notice -
 - (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.

*** LAW INSTITUTE OF VICTORIA PROPERTY LAW DISPUTE RESOLUTION COMMITTEE GUIDELINES**

- 1 The Committee has been established to decide disputes relating to property law matters.
Where a party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner.
2. An *agreed* Statement of Facts must be signed by all parties and referring legal practitioners and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based.
The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring legal practitioner must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only.
In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right —
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which cases all fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name:

Address:

Telephone:

Fax:

DX:

Email:

VENDOR

Name: Caliope Poppi Partalis

Address: 45 Glenelg Drive, Mentone Vic 3194

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Kyrou Lawyers

Address: Suite 2 / 230 Hawthorn Road, Caulfield North Vic 3161

Telephone: (03) 95330455

Fax: (03) 9533 0188

DX:

Email: kyrou@kyroulawyers.com.au

PURCHASER

Name: Superbeac Pty Ltd As Trustee For The Trustee For Superbeacon Superfund

Address: 104 Beaconsfield Parade, Northcote Vic 3070

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Kyrou Lawyers

Address: Suite 2 / 230 Hawthorn Road, Caulfield North Vic 3161

Telephone: (03) 95330455

Fax: (03) 9533 0188

DX:

Email: kyrou@kyroulawyers.com.au

PROPERTY ADDRESS

Address: Unit 11 / 15 Kemp Street, Thornbury Vic 3071

LAND

The land is described in the attached copy title(s) and plan(s) as:

Lot 11 on Strata Plan 006960 and being the whole of the land described in Certificate of Title Volume 9127 Folio 203 and Folio 209 and includes all improvements and fixtures.

GOODS (List or attach schedule)

All fixed floor coverings, electric light fittings and window furnishings, as inspected.

PAYMENT

Price \$ 289,000.00

Deposit \$ 15,686.14 by / / 20 (of which
\$ has been paid)

Balance \$ 273,313.16 payable at settlement

GST (refer to general condition 13)

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

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

Is due on / /20..... unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

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:

.....

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:

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:

.....

SPECIAL CONDITIONS

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

LOAN (refer to general condition 14)

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

Lender: Loan amount: \$ Approval date: / /20.....

SIGNED SEALED & DELIVERED

by Maria Papazoglou
in the State of Victoria

)
)
) *Maria Papazoglou*

in the presence of:

(Signature of Witness)

Steven Tieu

(Name of Witness - please print)

STEVEN TIEU

VENDOR'S STATEMENT TO THE PURCHASER

PROPERTY

UNIT 11 / 15 KEMP STREET, THORNBURY VIC 3071

**Kyrou Lawyers
Solicitors**

Suite 2
230 Hawthorn Road
Caulfield North Vic 3161
Phone: (03) 9533 0455
Fax: (03) 9533 0188
Ref: AK:KL 10/3363.

VENDOR'S STATEMENT TO THE PURCHASER OF REALESTATE UNDER SECTION 32 OF THE SALE OF LAND ACT 1962 ("ACT")

VENDOR: CALIOPE POPPI PARTALIS

PROPERTY: UNIT 11 / 15 KEMP STREET, THORNBURY VIC 3071

IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

In this Statement words importing the singular mean and include the plural and vice versa.

1. RESTRICTIONS

Information concerning any easement, covenant or other similar restrictions affecting the property (whether registered or unregistered) is set out in the attached copies of documents concerning Title to the property and the vendor is not aware of any existing failure to comply with their terms.

2. PLANNING AND ROAD ACCESS

2.1 The property is affected by a planning instrument as follows:-

2.1.1 The land is covered by the Darebin Planning Scheme.

2.1.2 The responsible authority is the Darebin City Council.

2.1.3 The land is included in a Residential 1 Zone.

2.2 There is access to the property by road.

3. OUTGOINGS AND STATUTORY CHARGES

3.1 Information concerning any rates, taxes, charges or other similar outgoings affecting the land (including any service company

charges) and any interest payable on them can generally be found in the attached copies of relevant certificates.

- 3.2** Their total does not exceed \$2,000.00.
- 3.3** The vendor is not aware of any other amounts for which the purchaser may become liable in consequence of purchasing the property and of which the vendor might reasonably be expected to have knowledge.
- 3.4** To the vendor's knowledge there are no amounts owing under any other registered or unregistered statutory charge which secures and amount due under any other legislation.

4. SERVICES

The following information concerning the supply of services to the property is given:-

	Service	Connected	Name of Authority (If service is connected)
4.1	Electricity	Not Connected	
4.2	Gas	Not Connected	
4.3	Water	Connected	Yarra Valley Water
4.4	Sewerage	Connected	Yarra Valley Water
4.5	Telephone	Not Connected	

5. BUILDING APPROVALS

- 5.1** Particulars of any building permit during the past seven years under the Building Act 1993 (required only where the property includes a residence) are as follows:-

There have been no building works in the past 7 years.

- 5.2** Particulars of:-
 - a.** any guarantee under the Housing Contracts Guarantee Act where the property includes a residence constructed by an owner builder within the preceding 7 years; or
 - b.** any required insurance under the Building Act where the property includes a residence constructed by a builder within the preceding 6 years and 6 months are as follows;

6. NOTICES

The vendor is not aware of any notice, order, declaration, report or recommendation of a public authority or government department or approval proposal affecting the property of which the vendor might reasonably be expected to have knowledge including any:-

- a. affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision containing a body, including any relating to the undertaking of repairs to the property.
- b. Quarantine or stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine or order is still in force); or
- c. Notice pursuant to Section VI of the Land Acquisition and Compensation Act 1986.

The vendor has no means of knowing all of the decisions of public authorities and government departments affecting the property unless they have been communicated to the vendor.

7. TITLE

Attached are copies of the following documents concerning title to the property:-

- 7.1 Certificate of Title or a reproduction of, or a statement of information as to being a reproduction or statement provided by the Registrar;
- 7.2 Evidence of the vendors right to sell.
- 7.3 Any registered or certified or proposed Plan of Subdivision.

8. OWNERS CORPORATIONS ACT 2006

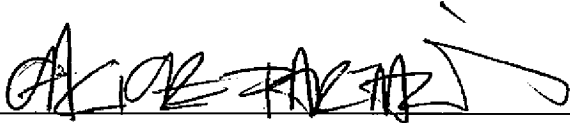
The land is affected by an owners corporation, and a copy of the current owners corporation certificate and documents required to accompany the owners corporation certificate under section 151(4)(b) of the Act are attached.

DATED this

day of

2010

SIGNED BY THE VENDOR



CALIOPE POPPI PARTALIS

PURCHASER'S ACKNOWLEDGEMENT

The purchaser acknowledges being given a duplicate of this Statement signed by or on behalf of the vendor before he signed any document committing him to purchase the property.

DATED this

day of

2010



FOR & ON BEHALF OF SUPERBEAC PTY LTD AS TRUSTEE FOR THE TRUSTEE FOR SUPERBEACON SUPERFUND

STATUTORY NOTICE

Where the property is to be sold:-

- a. on terms under Section 32(2)(f) of the Act:- and/or
- b. subject to a mortgage that is to be discharged by the date of possession (or receipt of the rents and profits) of the property under Section 32(2)(a) of the Act – then the vendor must provide the purchaser with an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

VOLUME 09127 FOLIO 203

Security no : 124033782609C
Produced 20/05/2010 08:58 am

LAND DESCRIPTION

Unit 11 on Strata Plan 006960 and an undivided share in the common property for the time being described on the plan.
REGISTRATION OF DEALINGS WITH THIS UNIT IS RESTRICTED
PARENT TITLE Volume 08646 Folio 004
Created by instrument G009094 05/02/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CALIOPE POPPI PARTALIS of 45 GLENELG DRIVE MENTONE VIC 3194
AH208887K 10/05/2010

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument 0538455

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP006960 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AH208887K	TRANSFER Registered	10/05/2010

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 11 15 KEMP STREET THORBURY VIC 3071

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP006960

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

Document Type	plan
Document Identification	RP006960
Number of Pages (excluding this cover sheet)	4
Document Assembled	20/05/2010 09:00

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The document is invalid if this cover sheet is removed or altered.

PLAN OF STRATA SUBDIVISION

THE PARCEL - The whole of the land described in Certificate of Title Volume 8646 Folio 704 being part of Crown Portion 128 Parish of Jilka Jilka, County of Bourke.

REGISTERED

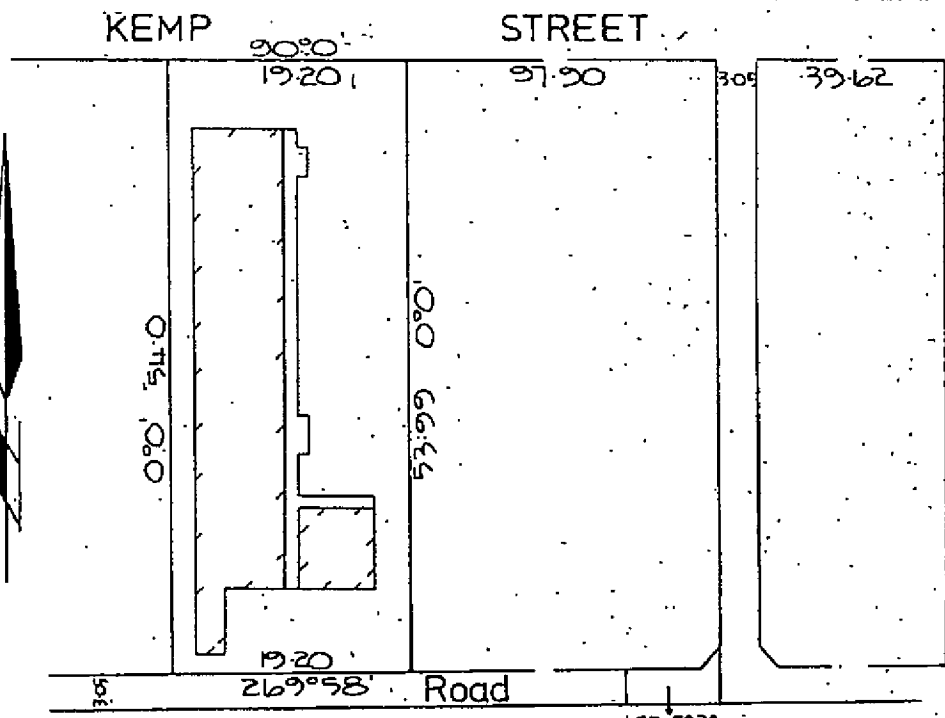
TIME 8-55 am

DATE - 5 FEB 1978



115 Kemp Street
 POSTAL ADDRESS OF BUILDINGS - Thornbury.
 FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
 SEE BODY CORPORATE SEARCH REPORT

ANNEXED SHEET MARKED "A" HAS BEEN ADDED TO THIS PLAN PURSUANT TO SECTION 45A OF ACT 7551.
 4/9/78
 ASSISTANT REGISTRAR OF TITLES



LGD 7830

10 5 0 5 10 20
 LENGTHS ARE IN METRES

Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYOR'S CERTIFICATE

I, Peter F. HERBERT of 110 KING ST. MELB. a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the fourteenth day of May 1975 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature Peter F. Herbert Date 14/7/75
 Re-certified as at 12/1/76 Peter F. Herbert 13/1/76

SEAL OF MUNICIPALITY AND ENDORSEMENT

THE COMMON SEAL OF THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF NORTHCOTE WAS HEREUNTO AFFIXED PURSUANT TO THE PROVISIONS OF SECTION 6 (1) OF THE STRATA TITLES ACT 1967 IN THE PRESENCE OF:
[Signature] MAYOR
[Signature] COUNCILLOR
[Signature] TOWN CLERK
 THIS 24th DAY OF December 1975



[Signature]
 Licensed Surveyor

SHEET 1 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

LEGEND

1. The building in the parcel a part of which is contained in each of Units 1 - 16 (both inclusive) is a two storey building. The relevant storey of that part of the building contained in each Unit is shown in the table hereunder.

The lower boundary of each of Units 1 - 16 (both inclusive) lies within the floor of that part of the relevant storey which lies within the vertical or near vertical boundaries of the relevant Unit as shown on the diagrams on sheet 3 hereof. The upper boundary of each of Units 1 - 16 (both inclusive) lies within the ceiling of that part of the relevant storey.

2. There is no building or part thereof contained in each of Units 17 - 32 (both inclusive). Units 17 - 32 (both inclusive) are accessory Units.

The lower boundary of each of Units 17 - 32 (both inclusive) is that part of the site which lies within the vertical or near vertical boundaries of the relevant Unit as shown on diagram 1 on sheet 3 hereof. The upper boundary of each of Units 17 - 32 (both inclusive) is 3 metres above its lower boundary.

3. The common property is all the land in the parcel except the land contained in Units 1 - 32 (both inclusive).

TABLE

Unit	Relevant Storey
1 - 8 (both inclusive)	Ground Storey
9 - 16 (both inclusive)	Topmost Storey

NOTICE OF RESTRICTION

Units specified in column 1 hereunder are restricted Units.
Units specified in column 2 hereunder are car park Units.

Column 1	Column 2
1-16 (both inclusive)	17-32 (both inclusive)

Registration of dealings with Units specified in column 1 is restricted.

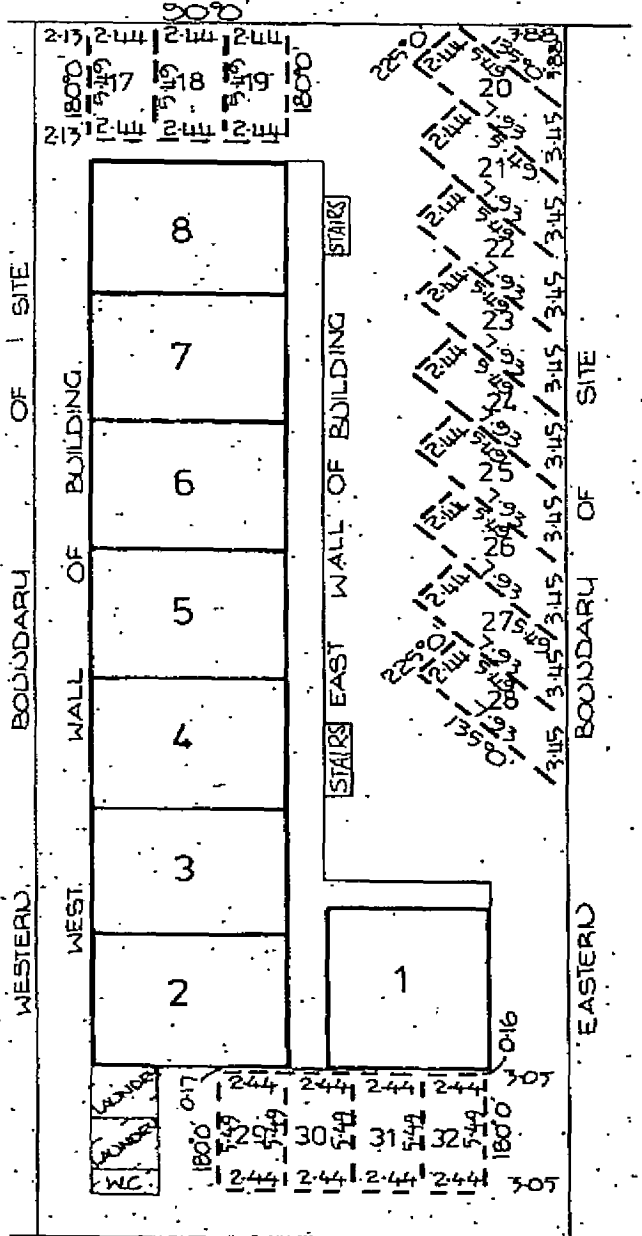


[Signature]
Licensed Surveyor

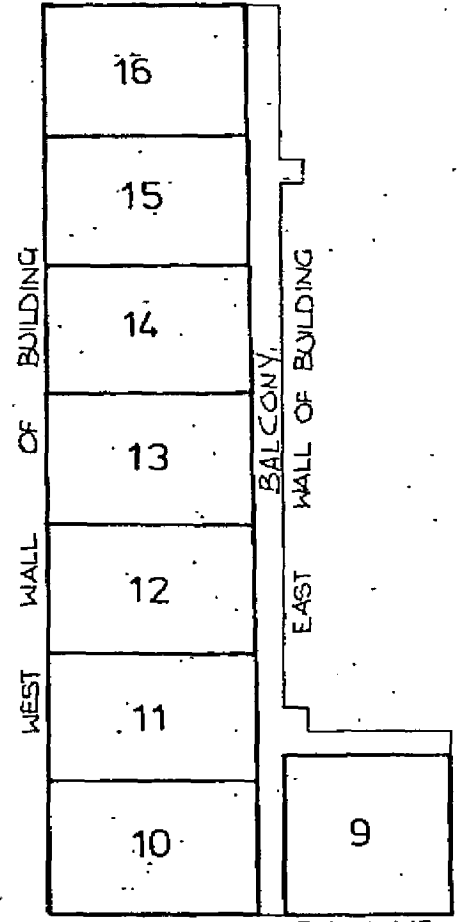
DIAGRAM 1
GROUND STOREY &
GROUND LEVEL

DIAGRAM 2
TOPMOST STOREY

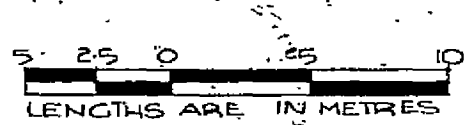
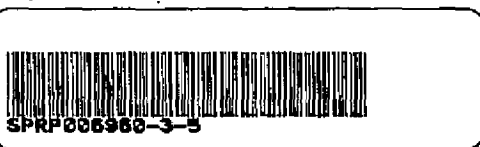
KEMP STREET



NORTH WALL OF BUILDING



SOUTH WALL OF BUILDING



[Signature]
Licensed Surveyor

SHEET 3 OF 3 SHEETS

THIS IS THE ANNEXED SHEET MARKED A
 REFERRED TO IN R.P. 6960

B. A. Reid
 ASSISTANT REGISTRAR OF TITLES

ENDORSEMENT	ENTERED
<p>THE ADDRESS OF THE BODY CORPORATE FOR THE SERVICE OF DOCUMENTS HAS BEEN ALTERED TO: 53 JAMES STREET NORTHCOTE Vic. 3070 VIDE N° H. 39879</p>	<p>AT 1.40 pm ON 4-5-1978 <u>B. A. Reid</u> Assistant Registrar of Titles</p>
<p>THE ADDRESS OF THE BODY CORPORATE FOR THE SERVICE OF DOCUMENTS HAS BEEN ALTERED TO: THE SECRETARY, ALERT STRATA TITLE MANAGEMENT, 6 CAM STREET, EAST BURWOOD, VIC., 3151 VIDE INSTRUMENT N° J 719716</p>	<p>AT 1.50 pm ON 2-2-1982 <u>[Signature]</u> Assistant Registrar of Titles</p>
<p>THE ADDRESS OF THE BODY CORPORATE FOR THE SERVICE OF DOCUMENTS HAS BEEN ALTERED VIDE INSTRUMENT N° M2878589 TO: 14 ABERDEEN GROVE NORTHCOTE, VIC. 3070.</p>	<p>AT 11.00 A.M. ON 21-7-1986 <u>[Signature]</u> Assistant Registrar of Titles</p>
<p>THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF DOCUMENTS HAS BEEN ALTERED TO: P.O. BOX 253 HEIDELBERG 3084 VIDE INST N° U10328RT</p>	<p>AT 7.45 ON 6-5-96 <u>[Signature]</u> Assistant Registrar of Titles</p>
<p>THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF DOCUMENTS HAS BEEN ALTERED TO: - P O BOX 340, EAST MELBOURNE 3002 VIDE INSTRUMENT No. W510272A</p>	<p>AT 1.45 pm ON 5-4-2000 <u>[Signature]</u> Assistant Registrar of Titles</p>



Department of Sustainability and Environment

Owners Corporation Search Report

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Produced: 20/05/2010 08:59:36 AM

**OWNERS CORPORATION
PLAN NO. RP006960**

The land in RP006960 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Units 1 - 32.

Limitations on Owners Corporation:
Unlimited

Postal Address for Service of Notices:
PO BOX 340 EAST MELBOURNE VIC 3002
W510272A

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3)
Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE - Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Unit 1	200	200
Unit 2	200	200
Unit 3	200	200
Unit 4	200	200
Unit 5	200	200
Unit 6	200	200
Unit 7	200	200
Unit 8	200	200
Unit 9	200	200
Unit 10	200	200
Unit 11	200	200
Unit 12	200	200
Unit 13	200	200
Unit 14	200	200
Unit 15	200	200
Unit 16	200	200
Unit 17	2	2
Unit 18	2	2
Unit 19	2	2
Unit 20	2	2
Unit 21	2	2
Unit 22	2	2
Unit 23	2	2

Land Parcel	Entitlement	Liability
Unit 24	2	2
Unit 25	2	2
Unit 26	2	2
Unit 27	2	2
Unit 28	2	2
Unit 29	2	2
Unit 30	2	2
Unit 31	2	2
Unit 32	2	2
Total	3,232	3,232



Department of Sustainability and Environment

Owners Corporation Search Report

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

FREEMHOLD

MADDOCK AND JAMIESON.

238455

VICTORIA.

TRANSFER OF LAND.

MICROFILMED

1. FRANCIS JOSEPH PLANT of Bay View Terrace Northcote Valuer.

being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of

£94 10s 0d paid to me by
GEORGE ROBERT GORDON of Melbourne Street Footscray Ironmonger and
in consideration of the sum of Ninety four pounds ten shillings paid

to the said George Robert Gordon by Edward Henry Roberts of 49 Studley Street Abbotsford *Essex*
the under-tenant of the said Edward Henry Roberts at the request and by
the direction of the said George Robert Gordon

of my name and therein All that piece of land being lot forty-three on
plan of Subdivision No 4232 lodged in the Office of Titles and being
part of
Section One hundred and twenty-eight

Block of John Jiles County of Bourke and being
part of the land particularly described in Certificate of Title

numbered in the Register Book Volume 2242 Folio 568105 Together with a
right of carriage way over all the roads abutting on the said land.

And the said Edward Henry Roberts doth hereby for himself his executors
administrators and transferees covenant with the said Francis Joseph

Plant his executors and administrators that he the said Edward Henry
Roberts his executors administrators and transferees will not at any
time or times hereafter quarry on the said land or cart or carry away
excavate or dig or remove any gravel or sand therefrom or
make any excavation thereon except such as may be necessary for
laying the foundation of any building or buildings.

Dated the *22nd* day of *December* One thousand
nine hundred and *24*.

Signed by the said FRANCIS JOSEPH PLANT
in the presence of

Francis J. Plant

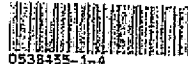
Signed by the said GEORGE ROBERT
GORDON in the presence of

G. R. Gordon

Signed by the said EDWARD HENRY ROBERTS
in the presence of

Edward Henry Roberts

REFERENCES REFERRED TO



[Handwritten signature]
MAYOR & TOWNSON,
415 GARDNER STREET, 3RD
FLOOR, VICTORIA, B.C.

TRANSFER.

S. J. PLANT ESQ.
BY ALFRED G. C. S. GORDON ESQ.
TO
ER. E. H. ROBERTS

<p><i>Transfer, as to my 15th part and 1/2 water of business at</i></p>	<p><i>Frederic Joseph</i></p>	<p>MEMBER OF SOCIETY OF TRANSACTIONS</p>
<p><i>1906-7-15</i></p>	<p><i>December Plant</i></p>	<p><i>5581103</i></p>
<p><i>to</i></p>	<p><i>Edward Henry</i></p>	
<p><i>Robert W</i></p>		

Robert W

5581103

Robert W

