

FORM 1

Estate Agents Act 1980

Regulation 5(a)

**CONTRACT OF SALE OF REAL ESTATE—
PARTICULARS OF SALE**

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

Property Address: 441 Dorset Road Croydon Vic 3136

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.

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 the 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.

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 that 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 an agent authorised in writing by one of the parties

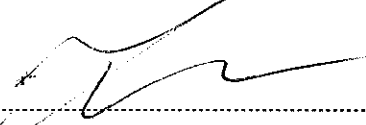
must be noted beneath the signature.


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 20/4/2021
 Print name of person signing Samaan M. Khalil
 State nature of authority if applicable (e.g. "director", "attorney under power of attorney")

SIGNED BY THE PURCHASER on / /20
 Print name of person signing
 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 clear business days if none specified).

SIGNED BY THE VENDOR  on 3/5/2021
 Print name of person signing THANH TRAN MINH VAN
 State nature of authority if applicable (e.g. "director", "attorney under power of attorney") Director

SIGNED BY THE VENDOR  on 3/5/2021
 Print name of person signing KIARA PEI HSUAN WU
 State nature of authority if applicable (e.g. "director", "attorney under power of attorney") Director

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

PARTICULARS OF SALE

Vendor's estate agent

Buxton Oakleigh

21-23 Atherton Road, Oakleigh Vic 3166

Telephone: 0418 575 165

Fax:

Email: john.servinis@buxton.com.au

Vendor

VAN CUSTODIAN SUPERFUND PTY LTD (ACN: 618 918 166) ATF VAN HEALTH SUPERFUND

Vendor's legal practitioner or conveyancer

Viconveyancing Pty Ltd

3 Rowallan Court Doncaster East Vic 3109

Telephone: 03 8658 9818

Fax: 03 8658 9828

Email: ton@viconveyancing.com.au

Purchaser

SAMAAN R A MIKHAIL & OR NOMINEES
U1/434 WAVERLEY RD, MOUNT WAVERLEY 3149
0410 777 504

Purchaser's legal practitioner or conveyancer

DAVIES MOWONEY
4/4 8, 221 QUEENS ST, MELBOURNE, VIC 3000
9670-6677 JGLEESON@DAVIESMOWONEY.COM.AU

Telephone:

Fax:

Email:

Land (general conditions 3 and 9)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
9486/316	6	LP094883

OR is 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: 441 Dorset Road Croydon Vic 3136

Goods sold with the land (general condition 2.3(f))

Payment (general condition 11)

Price ~~750,000.00~~
 \$800,000.00
 Deposit ~~75,000.00~~
 \$80,000.00
 Balance ~~675,000.00~~
 \$720,000.00

W.K.W. SM
 30
 by HTS 1/2021 (of which has been paid) 20/4/2021

payable at settlement

SM

W.K.W.

KW TV SM
 KW TV SM
 KW TV SM

GST (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 (general condition 10)

is due on 14-7-21

- the land is a lot on an unregistered plan of subdivision, therefore 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:

[Insert particulars of lease, if applicable]

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: BENDIGO BANK
 Loan amount: \$300,000
 Approval date: 14th MAY 2021
 30th



Special conditions

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

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

TW - KW

FORM 2

Estate Agents Act 1980

Regulation 5(a)

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 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 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 that 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 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of 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 that 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 Properties 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 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 10.00 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, 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) by 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 purposes 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 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 does 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 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 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 of a going concern and the supply (or a 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.

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—
- (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 or on 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 a 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 outgoing. 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

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 the 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.

SPECIAL CONDITIONS

EC

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

- (a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
 - (i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
 - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- (g) The parties must do everything reasonably necessary to effect settlement:
 - (i) electronically on the next business day, or
 - (ii) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (i) The vendor must before settlement:
 - (i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (ii) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (iii) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- (j) The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

2. Foreign Resident Capital Gains Withholding

2.1 Interpretation

Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TAA") have the same meaning in this special condition unless the context requires otherwise.

2.2 Amount to be withheld

Only if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 of the TAA ("the amount"), then:

- (a) the amount is to be deducted from the vendor's entitlement to the contract consideration; and
- (b) if there is no consideration or non-monetary consideration, the vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration; and
- (c) special condition 2.3 applies.

2.3 Purchaser and vendor obligations

- (a) The purchaser must:
 - (i) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (ii) ensure that the representative does so.
- (b) The purchaser must (and the terms of engagement for the purchaser's representative are taken to include instructions to) have regard to the vendor's interests and:

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: VAN CUSTODIAN SUPERFUND PTY LTD (ACN: 618 918 166) ATF
VAN HEALTH SUPERFUND

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: 441 Dorset Road, Croydon Vic 3136

Certificate of Title: Volume 9486 Folio 316

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 20

SIGNED SEALED AND DELIVERED by the said)

Print Name)

.....
Signature of Guarantor

In the presence of:)

Signature of Witness)

SIGNED SEALED AND DELIVERED by the said)

Print Name)

.....
Signature of Guarantor

In the presence of:)

Signature of Witness)

SPECIAL CONDITIONS ("sc")(cont/.)

1. Foreign Resident Capital Gains Withholding:
 - a) Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
 - b) Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
 - c) This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the Vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
 - d) The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
 - e) The Purchaser must:
 - i. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - ii. ensure that the representative does so.
 - f) The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - i. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - ii. promptly provide the Vendor with proof of payment; and
 - iii. otherwise comply, or ensure compliance with, this special condition;despite:
 - iv. any contrary instructions, other than from both the Purchaser and the Vendor; and
 - v. any other provision in this contract to the contrary.
 - g) The representative is taken to have complied with the obligations in special condition f if:
 - i. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - ii. the amount is included in the settlement statement requiring payment to the commissioner in respect of this transaction.
 - h) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the Purchaser at least 5 business days before the due date of settlement.

- i) The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
 - j) The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
2. Foreign Acquisitions and Takeovers Act 1975 (C' TH)
 - a) The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) requiring the obtaining of consent to this Contract, do not apply to the Purchaser and to this Contract.
 - b) In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damages, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.
 - c) This warranty and indemnity shall not merge on completion of this Contract.
3. The Purchaser acknowledges that he will be liable to comply with all of the requirements (if applicable) of the Building Act and the Regulations made thereunder relating to the erection of fencing, self-locking gates and other appropriate barriers in and around any swimming pool or spa constructed on the property hereby sold.
 4. Where the property includes a swimming pool, spa or pond, the purchaser acknowledges that he has made his own enquiries regarding his obligations as owner under the Building Act and the Regulations made thereunder and has not relied on any representations made by the Vendor or their agents in this regard.
 5. The purchaser acknowledge that he/she will be liable to comply with all of the requirements (if applicable) of the Building Act and the Regulations made thereunder relating to the installation of smoke detectors and smoke alarms in the dwelling constructed on the property hereby sold.
 6. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date for settlement specified by this Contract, that in addition to the interest chargeable pursuant to this Contract, the Vendor will or may suffer the following loss and expense which the Purchaser will be liable to pay, including but not limited to:
 - a) All costs incurred by the Vendor associated with bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - b) Any loss of rental income;
 - c) If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate being 6% higher than the Rate prescribed from time to time pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor;

- d) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
 - e) Accommodation expenses necessarily incurred by the Vendor;
 - f) Any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase;
 - g) Rebooking fee and settlement fee payable to the Vendor's representative in the sum of \$220.00 plus any such fees levied by the Vendor's Mortgagee and third parties;
 - h) Legal and conveyancing costs and expenses incurred by the Vendor as a result of the Purchaser's default; and
 - i) Any other penalties payable or incurred by the Vendor through any delay in the completion of this Contract of Sale and any Head Contract of Sale.
7. The Purchaser legal representative must provide the vendor with written confirmation at least 48 hours prior to settlement of the precise amount that will be paid at settlement, by way of Statement of Adjustment and if the purchaser does not, then without prejudice to any other rights the vendor may have, the vendor will not be obliged to attend settlement until 24 hours after the confirmation is received.
8. The Purchaser agrees that he entered into this Contract after the Purchaser's own satisfactory investigations and enquiries in relation to the Property including a physical inspection of the Property and after satisfying themselves as to:
- a) The condition, quality and state of repair of the Property;
 - b) The purpose or use to which the Property can be lawfully used (including, without limitation, any restrictions on its use or development);
 - c) The existence or otherwise of any requirements of authorities relating to the Property including, without limitation, resumptions, road dedications, road widening, access limitation strips, notices, orders and similar matters, acts and things;
 - d) The existence or otherwise of approvals, consents, permits, certificates and licences from authorities relating to the Property (or any conditions attaching to the same), including any failure to comply with or obtain any such approvals, consents, permits, certificates and licences (or any conditions attaching to the same);
 - e) The existence of any contamination, contaminant, waste, environmental harm (material, serious or otherwise), environmental nuisance or notifiable activity within the meaning of the *Environment Protection Act 1970* and the Purchaser agrees to indemnify the Vendor in respect of all such matters;
 - f) The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof;
 - g) The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property;
 - h) The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alternations or improvements at the property after the date of sale; and
 - i) General Condition 24.4, 24.5 and 24.6 shall not apply as Vendor reserve their rights.
9. The purchaser agrees that:
- a) It will acquire and accept title and possession of the Property in the state of repair and condition as at the date of this Contract and as at the date of settlement and otherwise

on an "as is, where is" basis with all its legal and other faults and defects latent and/or patent;

- b) It is purchasing the Property and must take title to the Property subject to existing water, sewerage, drainage, gas, electricity and other installations and services (if any) and the rights of any authorities in relation to the same and the Purchaser confirms that it has satisfied itself in relation to the nature, location, availability or non-availability, fitness for purpose and/or use of any such installations and services;
 - c) It has not relied upon and will not rely upon any representation, search, advice or information made or provided by the Vendor, the Vendor's agent, the Vendor's solicitor or any other person acting or purporting to act on behalf of the Vendor and the Purchaser releases and discharges every such person from all liability in connection with any representation, search, advice or information made or provided.
10. If the named Purchaser chooses to nominate a substitute or additional purchaser under General Condition 18, the named purchaser shall remain personally liable for the due performance of all the purchaser's obligations under the contract. To effect the nomination, the purchaser must provide the vendor the following:
- a) Copies of the executed and complete nomination documents at least 14 days before settlement date;
 - b) Where the nominated purchaser is a corporation, Special Condition 12 must be complied with by the nominated purchaser at least 7 days before settlement date;
 - c) The purchaser's legal representative shall not submit any nomination documents to the Vendor's legal representative where the nominated purchaser is still required to obtain approval from the Foreign Investment Review Board (FIRB);
 - d) The nominated purchaser acknowledges that the vendor will incur additional costs due to the purchaser's nomination. The nominee agrees to reimburse the vendor \$250.00 (incl. GST) at settlement for cost incurred by their legal representative in relation to the nomination.
11. If the Purchaser (or if there is more than one Purchaser any one or more of them) is a corporation then the Purchaser must procure to the Vendor's satisfaction the execution of the annexed Guarantee by each of the Directors of such corporation. The Purchaser must pay the Vendor's any cost/legal cost and any stamp duty payable in respect of the Guarantee.
12. At the Vendor's discretion, the undersigned purchaser agrees to resolve all disputes with the Vendor through mediation. Should any dispute arise the purchaser must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve the right to seek legal claim after the final settlement.
13. In the interpretation of this Contract where the context permits words importing the singular number shall include the plural and words importing any gender shall include any other gender and words importing person shall include corporations and vice versa. If there shall be more than one Purchaser the agreements and obligations of the Purchasers hereunder shall bind any two or more of them jointly and each of them severally.

14. The Covenants or Condition of this Contract which are capable of having effect after the settlement date shall not merge on settlement or with the Transfer of the Property but shall continue to have full force and effect.
15. Within three months of the settlement date either party may give notice to the other party that a calculation or mathematical mistake has occurred in calculation of settlement figures, rates, taxes or Owners Corporation levies. The parties must correct the mistake and the appropriate amount must be paid to the required party if notice is given under this condition. This condition creates rights and remedies in addition to those that may otherwise exist as a result of a mathematical miscalculation.
16. In the event the tenant gives notice to the Vendor that he will vacate the property prior to, on or post settlement, or in the event the tenant vacates the property prior to settlement, for any reason whatsoever, the Purchaser may not require, request or demand the Vendor to source or secure a replacement tenant and the Purchaser will accept the property with vacant possession at settlement. The Purchaser will not be allowed to delay or cancel settlement as a result of the tenant vacating the property and may not claim any compensation from the Vendor or the Vendor's Agent for any loss or damages the Purchaser may incur as a result of the Tenant vacating (or intending to vacate) the property prior to settlement.
17. Any restriction of the use of the land under the Country or Town Planning Act, plan or scheme in any legislation or otherwise to control the use of the land shall not affect the validity of this contract or constitute a defect to the Vendor Title.
18. If the Particulars of Sale specify that the supply made under this Contract is a 'going concern', then subject to Special Condition 17.3 the Vendor and Purchaser agree that the sale of the Property under this Contract and each supply made under, or contemplated by, this Contract is, to the maximum extent possible, the supply by the Vendor to the Purchaser of a going concern within the meaning of section 38-325 of the GST Act, and that the sale and each supply is GST-free. If the requirement of section 38-325 of the GST Act are not satisfied and the sale does not qualify as a "going concern", then the purchaser must pay the vendor GST on top of the purchase price.
 - a) The Purchaser warrants that:
 - i. The Purchaser is or at Settlement will be registered for GST; and
 - ii. No circumstances exist at the date of this Contract or at Settlement which would require that registration to be cancelled.
 - b) If before Settlement the Purchaser's registration for GST is cancelled or circumstances arise which would require the Commissioner of Taxation to cancel the registration, then the Purchaser must immediately notify the Vendor in writing of that fact.
 - c) The consideration payable for any taxable supply made by the Vendor to the Purchaser under this Contract is expressed as GST exclusive amount unless it is specifically referred to as GST inclusive.
 - d) The Purchaser must pay to the Vendor an amount equal to the GST imposed on each taxable supply the Vendor under this Contract on the earlier of the following:
 - iii. Settlement;
 - iv. If the liability of GST arises on or after the Vendor is entitled to receive the Deposit, the Price or other consideration or any part of it – the date that the

Purchaser must pay the Deposit, the Price or other consideration or that part of it in respect of which liability for GST arises; or

- v. If the liability for GST arise on the happening of some other event – within 7 days of a written request by the Vendor for payment of the GST.
 - e) If Special Condition 17d applied, the Vendor must provide the Purchaser with a tax invoice in the form required under the GST Law.
19. Settlement will be taking place electronically in accordance with the *Electronic Conveyancing National Law*.
- a) Should settlement not take place electronically, in addition to General Condition 6 of the Estate Agents (Contracts) Regulations 2008, in the event the Purchaser does not deliver the Transfer of Land to the Vendor at least 10 days before settlement, the Vendor may elect not to effect settlement until 10 Business Days after the date on which the Vendor's Legal Practitioner or Conveyancer receives the Transfer of Land and the Purchaser is taken to have defaulted in payment of the balance of the Price and must, at settlement, pay default interest under this Contract to the Vendor from the due date for settlement until the Settlement Date.
 - b) The Purchaser acknowledges the Vendor has, or will have provided a Client Authorisation to the Vendor's Legal Representative and accordingly, the Transfer of Land must note the Vendor's certifier on the Transfer of Land as:
Signer Name: Ton Ly
Signer Organisation: Viconveyancing Pty Ltd
Signer Role: Licensed Conveyancer
 - c) A Transfer of Land delivered with the incorrect Execution Clause will be deemed not delivered.
20. General Condition 15 for adjustment will include with the following:
- a) The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15;
 - b) Land tax for the current year shall be adjusted on the basis of the proportional value of the land sold disregarding any statutory benefit or exemption.
21. The Purchaser shall acknowledge the following notices upon signing this Contract of Sale:
- a) 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, and does not relate to periodic outgoings;
 - b) The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before day of sale, and does not relate to periodic outgoings;
 - c) The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 6A – GST withholding

- 6A.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the

context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 6A.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.
- 6A.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6A.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6A.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6A.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 6A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

6A.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

6A.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

6A.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6A.10 ; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

6A.12 This special condition will not merge on settlement.

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

441 DORSET ROAD, CROYDON VIC 3136
(Property)

VENDOR STATEMENT

Vendor: VAN CUSTODIAN SUPERFUND PTY LTD ATF VAN HEALTH
SUPERFUND
ACN: 618 918 166

VICONVEYANCING PTY LTD
3 Rowallan Court
Doncaster East VIC 3109

Tel: 03 8658 9818
Fax: 03 8658 9828
Email: fon@viconveyancing.com.au
Ref: **VF:V-21/00418**

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

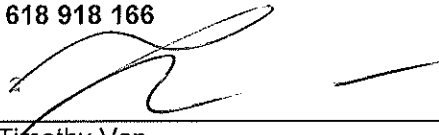
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land: 441 Dorset Road, Croydon Vic 3136

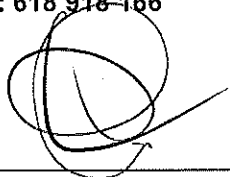
**Vendor: VAN CUSTODIAN SUPERFUND PTY LTD ATF VAN HEALTH SUPERFUND
ACN: 618 918 166**



Director name: Timothy Van
Vendor's signature

____/____/20____
Date

**Vendor: VAN CUSTODIAN SUPERFUND PTY LTD ATF VAN HEALTH SUPERFUND
ACN: 618 918 166**



Director name: Pei Hsuan Wu
Vendor's signature

____/____/20____
Date

Purchaser:

Purchaser's signature

20 / 4 / 20 21
Date

Purchaser:

Purchaser's signature

____/____/20____
Date

1. FINANCIAL

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings**
(and any interest on them):-

Are contained in the attached certificate(s).

Their total does not exceed: \$

Their amounts are:

Authority	Amount	Interest (if any)
-----------	--------	-------------------

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware.

As attached

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:-

Not applicable.

As attached

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable.

"Additional Vendor Statement" is attached.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this Vendor Statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

"Additional Vendor Statement" is attached.

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this Vendor Statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title document/s.

Is as follows:

Not applicable.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

In the attached copies of title document/s.

As follows:

Not applicable.

3.2 Road Access

There is:

access to the property by road

NO access to the property by road

3.3 Designated Bushfire Prone Area

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

The Planning Scheme information required to be provided is as follows:

Name of planning scheme: Planning Scheme

Name of responsible authority:

Zoning of the land:

Name of planning overlay:

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

5. BUILDING PERMITS

5.1 **Particulars of any building permit** issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land):

Not applicable.

Are contained in the attached certificates and/or statements.

Are as follows:

6. OWNERS CORPORATION

- 6.1 This section 6 only applies if the land is **affected by an owners corporation** within the meaning of the Owners Corporations Act 2006.
- Not applicable.
 - Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
 - Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
 - The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 ~~Work-in-Kind Agreement~~

~~This section 7.1 only applies if the land is subject to a work-in-kind agreement.~~

- ~~(a) The land is NOT to be transferred under the agreement~~
 - ~~The land IS to be transferred under the agreement~~
- ~~(b) The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)~~
 - ~~The land IS land on which the works are to be carried out under the agreement (other than Crown Land)~~
- ~~(c) The land is NOT land in respect of which a GAIC is imposed~~
 - ~~The land IS land in respect of which a GAIC is imposed~~

7.2 ~~GAIC Recording~~

~~This section 7.2 only applies if there is a GAIC recording.~~

~~Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:~~

- ~~Any certificate of release from liability to pay a GAIC~~
- ~~Any certificate of deferral of the liability to pay the whole or part of a GAIC~~
- ~~Any certificate of exemption from liability to pay a GAIC~~
- ~~Any certificate of staged payment approval~~
- ~~Any certificate of no GAIC liability~~
- ~~Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability~~
- ~~A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above~~

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

- A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

40.1 ~~Unregistered Subdivision~~

~~This section 10.1 only applies if the land is subject to a subdivision which is not registered.~~

- ~~Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~
- ~~Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

40.2 ~~Staged Subdivision~~

~~This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988.~~

~~Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~

~~The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-~~

~~attached.~~

~~_____ as follows: _____~~

~~The proposals relating to subsequent stages that are known to the vendor are: _____ attached.~~

~~_____ as follows: _____~~

~~The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:~~

~~attached.~~

~~_____ as follows: _____~~

~~40.3~~ **Further Plan of Subdivision**

~~This section 40.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.~~

- ~~Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~
- ~~Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
 - Not applicable.
 - Are contained in the attached building energy efficiency certificate.
 - Are as follows:

12. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.

- Is attached.
- Is not attached.



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**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 09486 FOLIO 316

Security no : 124088085176W
Produced 12/02/2021 10:37 AM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 094883.

PARENT TITLES :

Volume 08326 Folio 038 to Volume 08326 Folio 039

Created by instrument LP094883 14/10/1982

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

VAN CUSTODUIAN SUPERFUND PTY LTD of 2/131 HYDE STREET YARRAVILLE VIC 3013
AQ147968T 16/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ147969R 16/08/2017
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP094883 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 441 DORSET ROAD CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 17/08/2017

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	LP094883
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/02/2021 10:42

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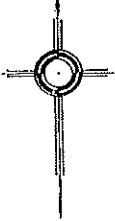
The document is invalid if this cover sheet is removed or altered.

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP94883
EDITION 2
APPROVED 12/8/82

PLAN OF SUBDIVISION

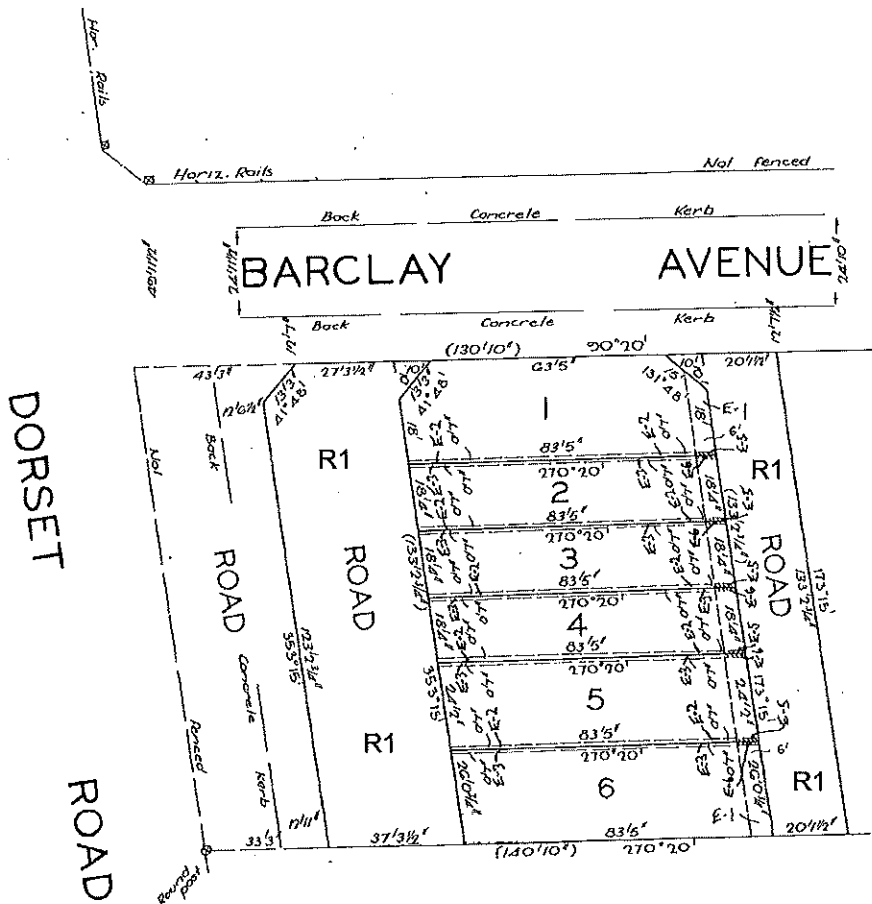
PART OF CROWN ALLOTMENT 43A
PARISH OF MOOROOLBARK
COUNTY OF MORNINGTON



Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

V. 8326 F. 038
V. 8326 F. 039

COLOUR CONVERSION
E - 1 = BLUE
E - 2 = GREEN
E - 3 = YELLOW
R1 = BROWN
E - 5 = GREEN HATCHED
E - 6 = YELLOW HATCHED



APPROPRIATIONS

The land coloured green hatched and yellow hatched is set apart for drainage and sewerage purposes.
The land coloured blue is set apart for drainage and sewerage purposes.
The land coloured brown is set apart for easements of way, drainage and sewerage.
The land coloured green and yellow is set apart for party wall purposes.

APPURTENANCIES

For appurtenant easements see C/T V. 8326 F. 038/9

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 16 February 2021 08:33 PM

PROPERTY DETAILS

Address: 441 DORSET ROAD CROYDON 3136
 Lot and Plan Number: Lot 6 LP94883
 Standard Parcel Identifier (SPI): 6\LP94883
 Local Government Area (Council): MAROONDAH
 Council Property Number: 201582
 Planning Scheme: Maroondah
 Directory Reference: Melway 51 A7

www.maroondah.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/maroondah

UTILITIES

Rural Water Corporation: Southern Rural Water
 Melbourne Water Retailer: Yarra Valley Water
 Melbourne Water: Inside drainage boundary
 Power Distributor: AUSNET

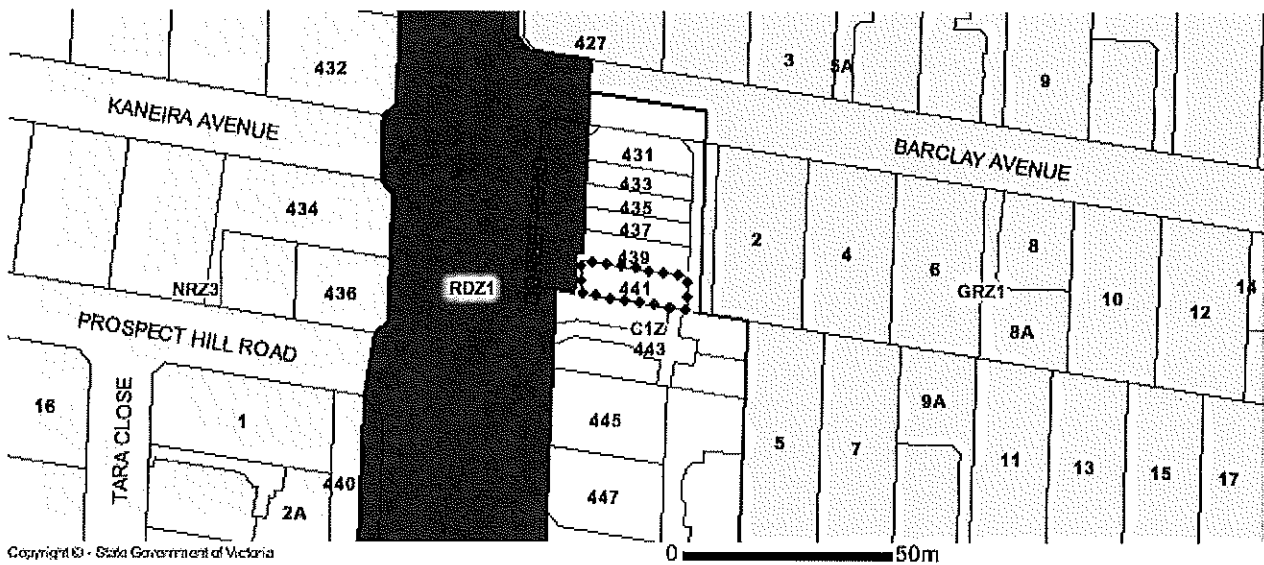
STATE ELECTORATES

Legislative Council: EASTERN METROPOLITAN
 Legislative Assembly: CROYDON

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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- C1Z - Commercial 1
- GRZ - General Residential
- NRZ - Neighbourhood Residential
- RDZ1 - Road - Category 1

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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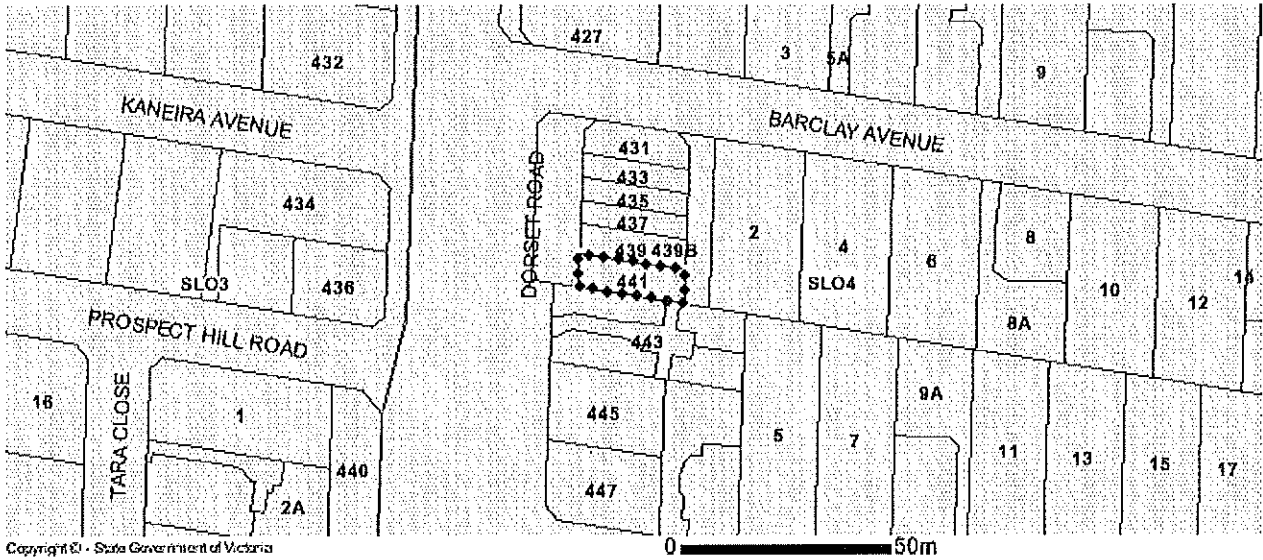
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Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



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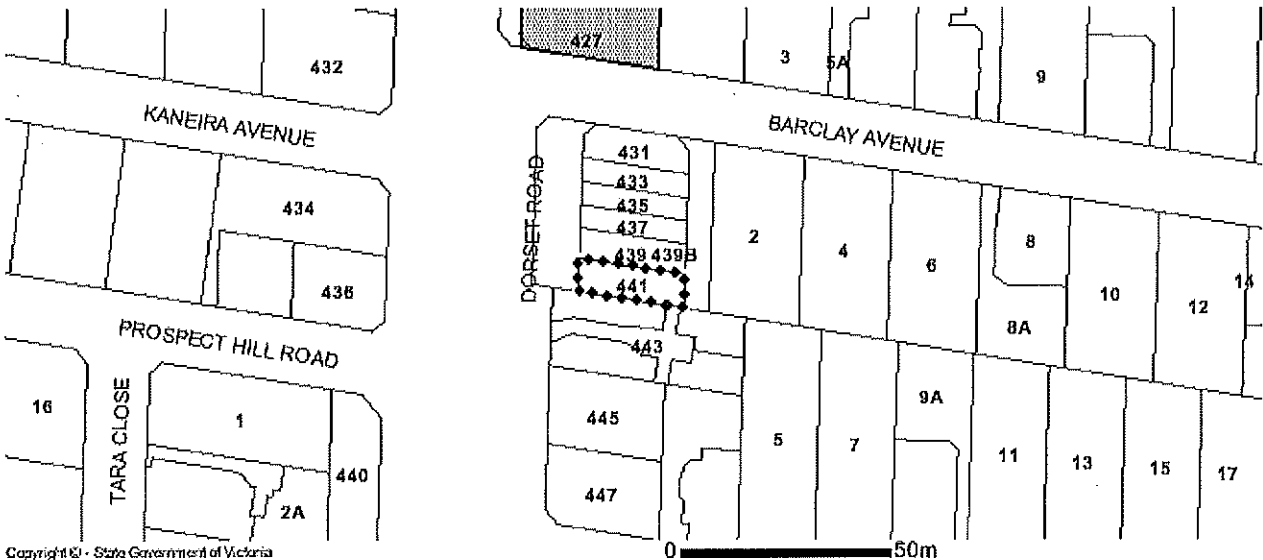
SLO - Significant Landscape

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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HO - Heritage

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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Further Planning Information

Planning scheme data last updated on 10 February 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

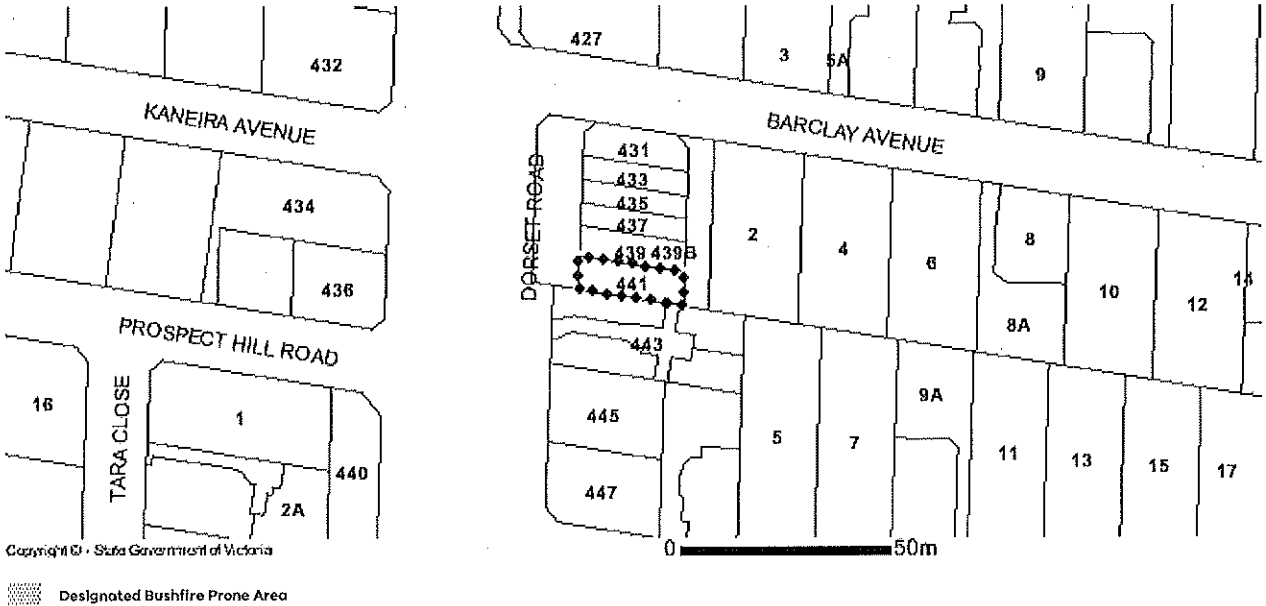
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Designated Bushfire Prone Area

This property is not in a designated bushfire prone area. No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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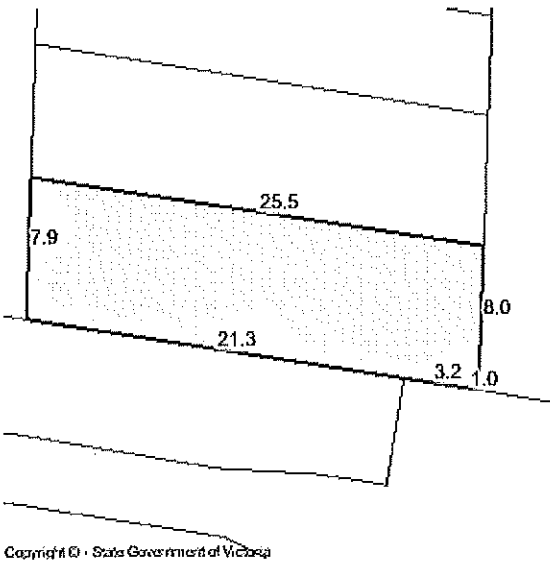
Property Report from www.land.vic.gov.au on 16 February 2021 05:33 PM

Address: 441 DORSET ROAD CROYDON 3136
Lot and Plan Number: Lot 6 LP94883
Standard Parcel Identifier (SPI): 6\LP94883
Local Government (Council): MAROONDAH **Council Property Number:** 201582
Directory Reference: Melway 51 A7

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.
Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au.

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 201 sq. m
Perimeter: 67 m

For this property:
—— Site boundaries
—— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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State Electorates

Legislative Council: EASTERN METROPOLITAN
Legislative Assembly: CROYDON

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: inside drainage boundary
Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

- Planning Zone: COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)
- Planning Overlay: SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)

Planning scheme data last updated on 10 February 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

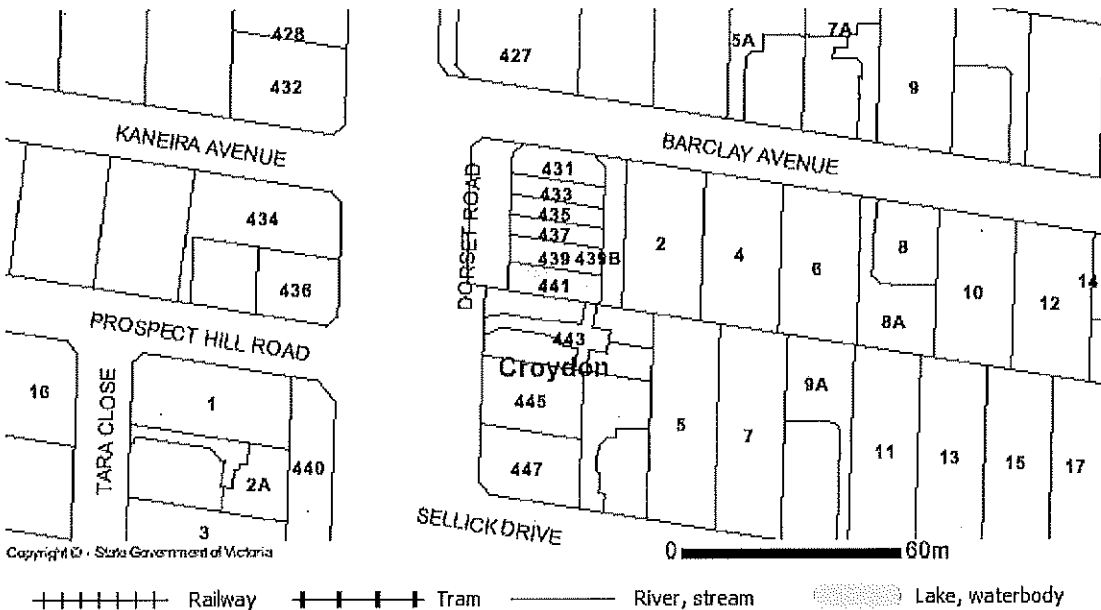
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

VI Conveyancing Pty Ltd C/- triSearch (Website)
135 KING STREET
SYDNEY 2000
AUSTRALIA

Client Reference: 574818

NO PROPOSALS. As at the 12th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

441 DORSET ROAD, CROYDON 3136
CITY OF MAROONDAH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 12th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45394748 - 45394748103710 '574818'

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



Landata Counter Services
DX250639
Melbourne

Certificate No: 79434
Applicant Ref: 45394748-014-3:48784
Date: 12 February 2021

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local Law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information, or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2021 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 120022

Property Location: 441 Dorset Road
Croydon VIC 3136
Lot 6 LP 94883

Title Details: CT-9486/316

Valuations

Site Value: \$225,000
Capital Improved Value: \$570,000
Nett Annual Value: \$34,500
Relevant Date: 1st January 2020

ADDITIONAL INFORMATION

RE: 441 Dorset Road
Croydon VIC 3136

Certificate No:

79434

FINANCIAL INFORMATION

Assessment No:	1200229		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			232.61
General Rate	1,411.80	0.00	1,411.80
Waste Service Charge	343.50	0.00	343.50
State Government Fire Levy MFB	578.25	0.00	578.25
Municipal Charge	0.00	0.00	0.00
Legal Costs	0.00	0.00	0.00
State Deficit Levy	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-553.45
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$2,012.71</u>

TOTAL BALANCE**\$2,012.71****BPAY Payment Details**

Bill Code: 118992
Reference Number: 0012002291

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

Note: A Notice to Comply for fire hazard clearance may be issued to all owners of vacant land during the declared fire danger period. Although there may be no charge shown on this certificate, it is possible that a charge will exist by the settlement date. Further information on any **Notices to Comply** can be obtained by contacting Local Laws on 03 9294 5653

I acknowledge having received the sum of \$27.00 being the fee for this certificate.



Delegated Officer.

All Correspondence: PO Box 156, Ringwood, Vic 3134 DX 38068 Ringwood Telephone: 1300 88 22 33 or (03) 9298 4598 Fax: (03) 9298 4345
Email: maroondah@maroondah.vic.gov.au Web: www.maroondah.vic.gov.au
Service Centres: Realm: 179 Maroondah Hwy, Ringwood Croydon Library: Civic Square, Croydon



YARRA VALLEY WATER
ABN 93 066 932 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

12th February 2021

VI Conveyancing Pty Ltd C/- triSearch (Website) C/
LANDATA

Dear VI Conveyancing Pty Ltd C/- triSearch (Website) C/,

RE: Application for Water Information Statement

Property Address:	441 DORSET ROAD CROYDON 3136
Applicant	VI Conveyancing Pty Ltd C/- triSearch (Website) C/ LANDATA
Information Statement	30580965
Conveyancing Account Number	7959580000
Your Reference	574818

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- > Yarra Valley Water Property Information Statement
- > Melbourne Water Property Information Statement
- > Asset Plan
- > Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on 1300 304 688 or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 656 932 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Encumbrance

Property Address	441 DORSET ROAD CROYDON 3136
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 668 992 591

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	441 DORSET ROAD CROYDON 3136
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STATEMENT UNDER SECTION 158 WATER ACT 1989

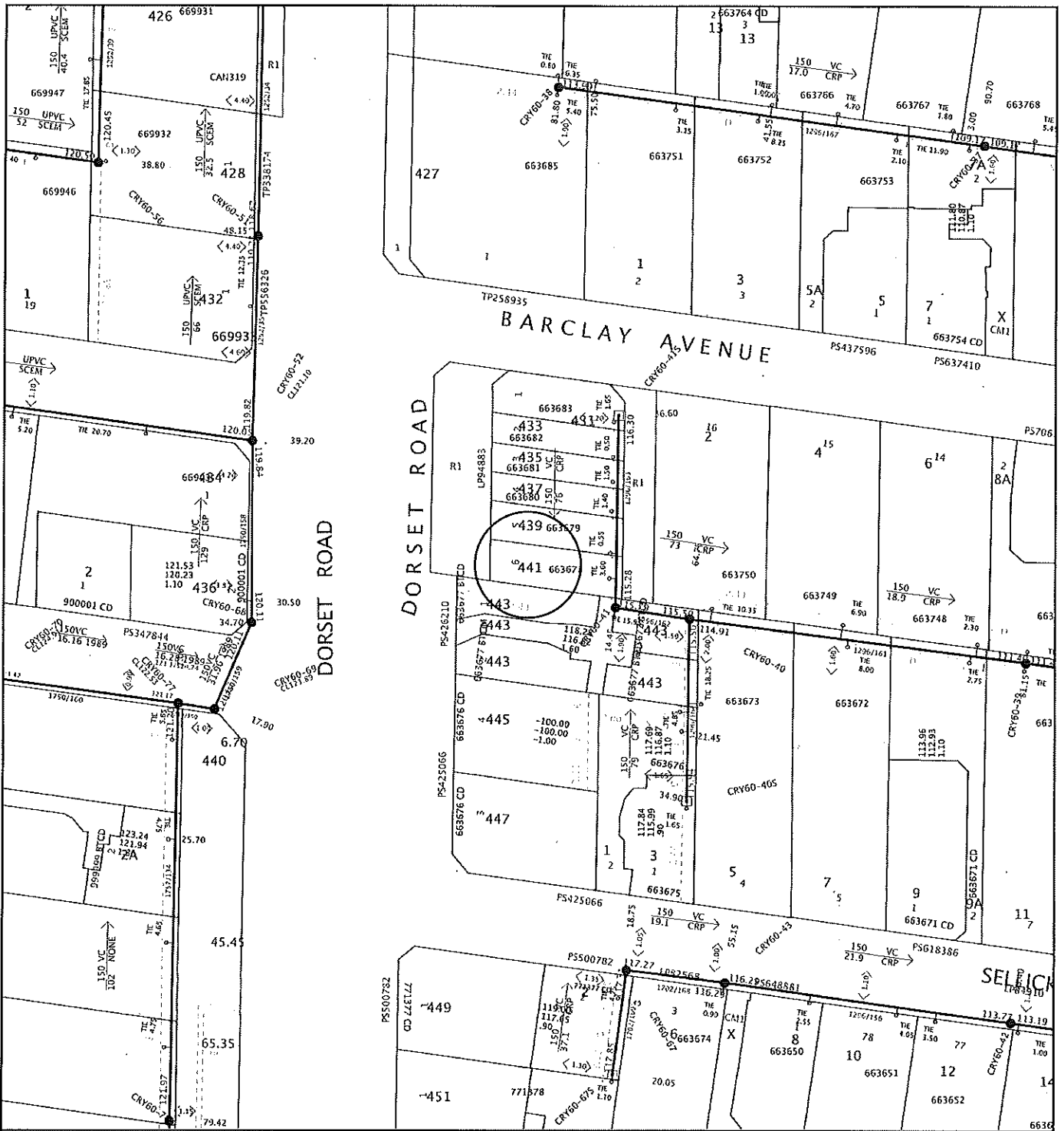
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)




















Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30580965	Address 441 DORSET ROAD CROYDON 3136		 Yarra Valley Water ABN 93 066 902 501
	Date 12/02/2021		
	Scale 1:1000		
Existing Title  Access Point Number	GLV2-42 MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title  Sewer Manhole	 MW Drainage Underground Centreline		
Easement  Sewer Pipe Flow	 MW Drainage Manhole		
Existing Sewer  Sewer Offset	 MW Drainage Natural Waterway		
Abandoned Sewer  Sewer Branch			
 Access Point Number			



YARRA VALLEY WATER
ABN 93 668 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

VI Conveyancing Pty Ltd C/- triSearch (Website) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6144556951
Rate Certificate No: 30580965

Date of Issue: 12/02/2021
Your Ref: 574818

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
441 DORSET RD, CROYDON VIC 3136	6\LP94883	1432788	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-01-2021 to 31-03-2021	\$71.42	\$71.42
Commercial Water Usage Charge <i>Water Usage - 118.000000kL x \$2.91720000 = \$344.23</i> Estimated Average Daily Usage \$3.70	18-08-2020 to 19-11-2020	\$344.23	\$0.00
Commercial Sewer Service Charge	01-01-2021 to 31-03-2021	\$137.36	\$137.36
Commercial Sewer Disposal Charge <i>Sewage Disposal - 106.200000kL x \$2.02370000 = \$214.92</i> Estimated Average Daily Usage \$2.31	18-08-2020 to 19-11-2020	\$214.92	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$81.01	\$0.00
Drainage Fee	01-01-2021 to 31-03-2021	\$38.64	\$38.64

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$327.90

Total for This Property \$575.32

Total Due \$575.32

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due

and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Commercial Water Usage is billed 291.72 cents per kilolitre

8. From 01/07/2019, Commercial Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Commercial Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre

10. From 01/07/2019, Commercial Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 056 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.vic.gov.au
yvw.vic.gov.au

Property No: 1432788

Address: 441 DORSET RD, CROYDON VIC 3136

Water Information Statement Number: 30580965

HOW TO PAY



Biller Code: 314567
Ref: 61445569514



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1432788

Address: 441 DORSET RD, CROYDON VIC 3136

Water Information Statement Number: 30580965

Cheque Amount: \$

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / VI CONVEYANCING PTY LTD

Your Reference: VF:V-21/00418
Certificate No: 42371261
Issue Date: 12 FEB 2021
Enquiries: ESYSPROD

Land Address: 441 DORSET ROAD CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17879056	6	94883	9486	316	\$0.00

Vendor: VAN CUSTODIAN SUPERFUND PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VAN HEALTH SUPERFUND	2021	\$225,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$570,000
SITE VALUE:	\$225,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 42371261

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$225,000

Calculated as \$0 plus (\$225,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY 	Billers Code: 5249 Ref: 42371261
Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	

CARD 	Ref: 42371261
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	



COMMERCIAL 143

The Real Estate Institute of Victoria Ltd.

ABN 81 004 210 897

Commercial Lease

May 2003

THIS LEASE is made between the party named and described as the Lessor in Item 1 of the Schedule **AND** the party named and described as the Lessee in Item 2 of the Schedule and records that the Lessor leases to the Lessee the premises described in Item 3 of the Schedule ('the Premises') together with the Lessor's fixtures and chattels described in Item 4 of the Schedule to be held by the Lessee for the term described in Item 5 of the Schedule ('the Term') from the date described in Item 6 of the Schedule ('the Commencement Date') at the rental described in Item 7 of the Schedule.

Rental

1. **THE LESSEE COVENANTS AND AGREES** with the Lessor as follows:-

(a) To pay the rental in advance and without deduction on the dates provided in Item 8 of the Schedule to the Lessor or to the duly appointed Agent of the Lessor referred to in Item 9 of the Schedule ('the Agent') or to such other person at such other address as the Lessor may from time to time direct in writing.

Outgoings

(b) To pay or reimburse the Lessor during the Term in respect of the Premises -

(i) All municipal and water, drainage and sewerage rates, charges and levies;

(ii) All land tax calculated on the basis that the Premises or the building(s) of which the Premises forms part (the Building) is the only land owned by the Lessor unless the Act applies;

(iii) All gas, electricity, telephone, sewer disposal and water consumption charges;

(iv) Any body corporate levies;

(v) The cost of maintaining and servicing any air conditioning, heating and other plant and equipment; and

(vi) Any other outgoings whatsoever which are now or may at any future time be assessed charged or payable by the owner or occupier of the Premises,

unless expressly excluded in Item 10 of the Schedule provided that:

(A) If any outgoings assessed apply partly to a period outside the Term, they must be apportioned between the Lessor and the Lessee;

(B) If any outgoings are not separately assessed or charged against the Premises, then the Lessee must unless some other way of apportioning outgoings is described in Item 11 of the Schedule, pay a proportionate part calculated on the proportion which the lettable area of the Premises bears to the lettable area of the whole of the land or the Building to which the assessment or charge relates. However, if the Act applies to the Premises the Lessee must pay that proportion of the Building outgoings -

(i) that benefit all premises in the Building -
the proportion that the lettable area of the Premises bears to the lettable area of the Building as stated in Item 11A of the Schedule;

(ii) that benefit the Premises and only some of the other premises in the Building -
the proportion that the lettable area of the Premises bears to the lettable area of all premises that together share the benefit of the outgoing;

(iii) that benefit only the Premises - 100%;

(C) All the above outgoings must be paid by the Lessee within seven days of the due date for payment and if payable by the Lessor must be reimbursed by the Lessee within seven days of demand;

(D) If the Act applies to this Lease these outgoings must be calculated so as to comply with the Act (including the exclusion of land tax).

**Building
Operating
Expenses**

- (c) To pay or reimburse the Lessor within seven days of demand a proportionate share of all costs and expenses paid or incurred by the Lessor in operating, managing, equipping, lighting, repairing and maintaining the Building including, without limitation, toilets and sanitary services, cleaning, fire protection, insurance premiums in respect of liability for property damage, fire, workers' compensation and public liability and other risks which the Lessor shall reasonably require. The Lessee's proportion of the costs and expenses must be determined in the same manner as the outgoings referred to in Clause 1(b) unless -
- (i) Some other way of apportioning the costs and expenses is described in Item 12 of the Schedule; or
 - (ii) The Act applies to this Lease, in which case the Lessee's share of the costs must exclude any expenses and other items which the Lessor is prohibited from passing on to the Lessee under the Act.

Insurances

- (d) (i) To reimburse to the Lessor all premiums and other charges paid by the Lessor under the insurance policies effected by the Lessor with respect to the Premises including fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the Lessor shall require and whether or not the risk is one in respect of which insurance is commonly obtained at the Commencement Date of this Lease. These insurances shall include plant and machinery breakdown insurance, public liability insurance, loss of rent and consequential loss insurance and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Premises. The Lessor shall be entitled to insure for such amounts and with such extensions and exclusions as the Lessor shall think fit provided that if the Act applies the Lessor shall not be entitled to recover any premiums or other charges which the Lessor may be prohibited from claiming from the Lessee under the Act.
- (ii) To effect and keep current during the occupation by the Lessee of the Premises a public liability policy in the joint names of the Lessor and the Lessee for an amount of not less than \$10million or such higher amount as the Lessor may from time to time reasonably determine. The policy must be with an insurer reasonably approved by the Lessor and the Lessee must produce evidence of the cover within seven days of request by the Lessor.

**Not to Void
Policies**

- (e) Not to do or permit anything to be done in the Premises or the Building which may result in any policy of insurance relating to the Premises or the Building becoming void or voidable or which may allow an insurer to decline a claim whether under any condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. Where any premium is increased the Lessee must pay to the Lessor or the Agent all additional premiums payable by the Lessor.

Repairs

- (f) To keep the Premises, including the faces of the external and internal walls which comprise the boundary of the Premises, together with any additions in good and tenable repair and to make good any damage caused to the Premises during the Term, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. The Lessee must also thoroughly clean the inside and outside of all windows at least once in every three months and clean and keep free of debris all drains, waste pipes, gutters, spoutings, rainheads and downpipes which exclusively serve the Premises.

Maintenance

- (g) Not without the approval in writing of the Lessor or the Agent, to employ any person in the repair or maintenance of the Premises or to effect any structural alterations, additions or repairs or to install or remove any fixtures and fittings on the Premises.

**Lessor's
Fixtures
and Chattels**

- (h) To keep the Lessor's fixtures and chattels clean and in good and tenable repair and to make good any damage to them, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. Subject to those exceptions the Lessee must replace with a similar article of at least equal value all fixtures and chattels that may be destroyed, lost or so damaged as to be incapable of complete reinstatement to their former condition and must not permit any Lessor's fixtures and chattels to be removed from the Premises without the previous written consent of the Lessor, except for the purpose of necessary repairs.

Damage to Installations

- (i) To unblock or repair any sewers, drains, wash basins, sanitary apparatus, washing facilities or mechanical installations in or serving the Premises which may be blocked or damaged and which the Lessee agrees were neither blocked or damaged at the Commencement Date.

Alterations and Additions

- (j) Not to make or permit any structural alterations, additions or repairs to the Premises and not without the prior written consent of the Lessor or the Agent (which consent may be given to conditions including, without limitation, the type of materials to be used) to install any partitions, fixtures or fittings or to alter or remove any existing partitions, fixtures or fittings or to redecorate the Premises.

Notice of Accidents

- (k) To promptly give notice in writing to the Lessor of any accident to or defect in the Premises and/or the Building or in the water, sewerage or gas pipes or electric light fittings installed in the Premises and/or the Building.

Inspection and Remedy of Default

- (l) To permit the Lessor and the employees, agents, consultants and contractors of the Lessor with or without workmen and others at any reasonable time during normal working hours or immediately in the case of emergency, to enter and inspect the Premises and examine their condition. The Lessee must repair and make good any damage to the Premises for which the Lessee is liable under the covenants contained in this Lease within 14 days or such shorter period as is reasonable of written notice being given by the Lessor or the Agent. If the Lessee does not comply with the notice, the Lessor and any workmen and others may, without prejudice to the right of re-entry contained in this Lease, enter the Premises and undertake any repairs at the expense of the Lessee and the expense of the repairs together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.

If the Act applies to this Lease then the above Clauses from 1(f) through to 1(l) shall be modified as necessary to comply with the Act.

Reinstatement and Delivery up of the Premises

- (m) At the expiration or earlier termination of the Term, to remove any Lessee's partitions, fixtures and fittings and to reinstate the Premises to their original condition as at the commencement of the Lessee's occupancy of the Premises and to make good any damage to the Premises to the reasonable satisfaction of the Lessor. The Lessee must also deliver up possession of the Premises to the Lessor together with all Lessor's fixtures and chattels in accordance with the Lessee's covenants contained in this Lease.

Signs

- (n) Not to erect or permit any writing, sign, advertisement or notice to remain on any part of the Premises or the Building without the prior written consent of the Lessor or the Agent, which consent shall not be unreasonably withheld. At the expiration or earlier termination of the Term of the Lease, the Lessee must paint out or remove any writing, sign, advertisement or notice to the satisfaction of the Lessor or the Agent.

Use of Premises

- (o) (i) Except with the prior written consent of the Lessor, not to use or permit the Premises to be used for any purpose other than the purpose specified in Item 13 of the Schedule.
- (ii) Not to use or permit the Premises or the Building to be used for any illegal, noisy, noxious, improper, immoral or dangerous purpose nor to allow or keep any animal or bird in the Premises or about the Building nor to use or permit any radio, television or other sound producing apparatus to be used in or about the Premises in a manner which might interfere with or annoy occupiers of other premises in the neighbourhood.
- (iii) The Lessee acknowledges that no promise or representation has been given by the Lessor or the Agent as to the suitability of the Premises or any Lessor's fixtures or chattels for any purpose or use which may be intended by the Lessee.

Auction Sales etc.

- (p) Not without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, to conduct or permit any person to conduct on the Premises any auction or any teaching, practice or rendering of music classes or classes of any kind.

- Common Areas** (q) Not to cause or permit any common areas or service facilities associated with the Premises or the Building to be obstructed or untidy.
- Heavy Weights** (r) Not to bring into the Building or permit on the Premises any machinery or other articles of a weight or nature which may damage the Premises or the Building.
- Compliance with Orders** (s) To observe and comply with all provisions and requirements of all Acts, rules, regulations and by-laws so far as they relate to the Building and the Premises or their use and the rules and regulations made by the Lessor under this Lease provided that the Lessee must not be required to make structural alterations or additions to the Premises unless the structural alteration or additions are required directly or indirectly by the act, omission or default of the Lessee or which arise directly or indirectly from the use to which the Premises may or are intended to be used by the Lessee. If the Lessee does not comply with this covenant, the Lessor and any workmen may (without prejudice to the right of re-entry contained in this Lease) enter the Premises and undertake any work required and the expenses together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.
- Assignment and Subletting** (t) Not to assign, transfer, sub-let, mortgage, charge, licence or otherwise part with possession of the Premises without the prior written consent of the Lessor and the provisions of Section 144(1) of the Property Law Act 1958 are expressly excluded provided that:-
- (i) Consent must not be unreasonably withheld to an assignment or sub-lease where:-
- (A) Written request has been made to the Lessor for consent;
 - (B) The Lessee has paid all rental and has fully performed the Lessee's covenants and conditions contained in this Lease;
 - (C) The name, address and occupation of the proposed assignee or sub-lessee has been given to the Lessor together with at least two acceptable references as to the financial circumstances and at least two acceptable references as to the business experience of the proposed assignee or sub-lessee. Where the proposed assignee or sub-lessee is a body corporate, two acceptable references as to the financial circumstances and business experience of the directors must also be provided;
 - (D) An assignment or sub-lease executed by the proposed assignee or sub-lessee (to which the Lessor is a party) is submitted to the Lessor in a form approved by the Lessor or its Solicitors including a provision that the Lessee and any guarantor must not be released from its obligations under this Lease. Where the proposed assignee or sub-lessee is a body corporate, the document must, if required by the Lessor, include an indemnity and guarantee by the director of the obligations of the Lessee;
 - (E) All reasonable costs and expenses incurred by the Lessor in satisfying itself as to the respectability, responsibility, solvency, financial circumstances and business experience of the proposed assignee or sub-lessee relating to the granting of consent and the consideration, approval and execution of any document have been paid by the Lessee;
- except if the Act applies when consent may:-
- (a) only be withheld to an assignment if:-
 - (i) the proposed use is inconsistent with the use permitted under this Lease;
 - (ii) the Lessor considers that the assignee does not have sufficient financial resources or business experience to meet the obligations under this Lease;
 - (iii) the assignor has not complied with the assignment provisions of this Lease;

- (iv) the assignor has not supplied the assignee with the business records for the previous 3 years (or any shorter period that the assignor has carried on business from the Premises);
- (b) be withheld (at the absolute discretion of the Lessor) to a sub-lease, licence, concession, parting with occupancy, mortgage, charge, or other encumbrance upon the estate or interest of the Lessee, that in any way relates to this Lease;
- (ii) The Lessor reserves the right to require supporting personal guarantees for performance of the Lessee's covenants contained in this Lease from any suitable person when the proposed assignee or sub-lessee is an individual or to require the Lessee to lodge a bond or bank guarantee as security for due performance by the proposed assignee or sub-lessee of the Lessee's covenants;
- (iii) Where:-
 - (A) The Lessee is a body corporate;
 - (B) A change occurs during the Term in:-
 - (i) The membership of the body corporate or any holding company of the body corporate; or
 - (ii) The beneficial ownership of any shares in the capital of the body corporate or any holding company of the body corporate; or
 - (iii) The beneficial ownership of the business or assets of the body corporate;
 - (C) As a result of that change, the body corporate or the business of the body corporate is after the change effectively controlled by a person or persons who at the Commencement Date did not effectively control the body corporate or the business of the body corporate -
the Lessee shall, unless the prior written consent of the Lessor has been obtained to the change, be deemed to have assigned this Lease;
- (iv) The Lessor must not unreasonably withhold its consent to a change referred to in sub-clause (iii)(B) if the Lessee complies as far as possible with the requirements of Clause 1(t);
- (v) The Lessor may require any new director of a body corporate to execute an indemnity and guarantee of the performance and observance of the Lessee's covenants contained in this Lease and to lodge a bond or bank guarantee as security for the amount described in Clause 1(v) below.

Reletting or Sale

- (u) To permit the Lessor and the Agent or their respective employees or agents or others with the written authority of the Lessor to enter the Premises at all reasonable times and on reasonable notice:-
 - (i) To affix a notice to any part of the Premises that does not unreasonably interfere with the business of the Lessee, offering the Premises or the Building for sale or lease; and
 - (ii) To enable prospective purchasers or tenants to view the Premises.

Security Deposit

- (v) On or prior to the Commencement Date, the Lessee must pay the amount specified in Item 14 of the Schedule or, at the absolute discretion of the Lessor, lodge a bank guarantee ('the Security Deposit') as security for the performance by the Lessee of its obligations under this Lease which must be held by the Agent or as otherwise prescribed by law, during the period that the Lessee occupies the Premises. If in the reasonable opinion of the Lessor or the Agent, the Premises are in a clean and tenantable condition on the date the Lessee vacates the Premises and the Lessee has fully complied with the Lessee's covenants contained in this Lease, the Security Deposit must be repaid to the Lessee within 14 working days of the date on which the Lessee vacates the Premises, otherwise the Agent may, at their discretion, pay to the Lessor such amount as may be necessary to rectify any breach of any covenant

or to restore the Premises and account to the Lessee for the balance. If the Security Deposit is insufficient to rectify the breach or to meet the cost of restoration, the Lessee must pay any additional amount to the Lessor on demand.

Interest

- (w) Without prejudice to any other rights of the Lessor, the Lessee must pay to the Lessor on demand interest at a rate being the aggregate of two per cent and the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any rental or other moneys which are due and payable under the covenants of this Lease provided that, except in the case of rental or other moneys which it has been agreed will be paid on a particular date or moneys which have been expended by the Lessor to remedy any default by the Lessee under the covenants of this Lease, interest must not be demanded until 14 days after the date on which the Lessor has made demand.

**Lessor's
Costs etc**

- (x) To pay:
- (i) The Lessor's costs, charges and expenses including the Lessor's legal costs of and incidental to the preparation, completion, execution and stamping of this Lease and any variation or surrender of this Lease;
 - (ii) Any stamp duty on this Lease;
 - (iii) All reasonable costs and expenses which the Lessor may expend or incur as a consequence of any default by the Lessee in the performance of the covenants contained in this Lease or under or in the exercise or enforcement or attempted exercise or enforcement of any power authority or remedy contained or implied in this Lease; and
 - (iv) Any reasonable costs incurred by the Lessor in connection with the granting of any consent or approval, whether or not that consent or approval is actually granted.

If the Act applies, the Lessor may only recover the payments permitted by the Act.

2. THE LESSOR COVENANTS AND AGREES with the Lessee as follows:

**Quiet
Enjoyment**

- (a) The Lessee paying the rental reserved and performing and observing the Lessee's covenants and agreements contained in this Lease may peaceably hold and enjoy the Premises during the Term without any disturbance or interruption from the Lessor or any person lawfully claiming by, through or under the Lessor.

**Access to the
Premises**

- (b) The Lessee shall be entitled to use all lifts, passages, driveways and courtyards in common with other lessees to enable access to the Premises.

Insurance

- (c) The Lessor, if required by the Lessee, must produce particulars of any insurance effected by the Lessor relating to the Premises.
- (d) If the Act applies, the Lessor must satisfy the requirements of Section 52 of the Act.

3. IT IS MUTUALLY AGREED AND DECLARED between the parties as follows:-

Destruction

- (a) Subject to the Act -
- (i) If:
 - (A) The Premises or any part are totally or partially destroyed or damaged during the Term by fire, storm, tempest, earthquake, explosion or inevitable accident so as to be unfit for use and occupation by the Lessee; and
 - (B) The event causing the destruction or damage was not caused by the default of the Lessee; and

(C) Any policy of insurance effected by the Lessor has not been vitiated or payment or renewal refused as a result of the act, default or neglect of the Lessee -

then the rental and outgoings or a fair and reasonable proportion having regard to the nature and extent of the destruction or damage or to any interference with their use by the Lessee must, so long as the Premises are unfit for use and occupation, be suspended and cease to be payable.

(ii) If either party disputes the proportion or period of abatement the dispute must (subject to the provisions of Clause 3(m)) be referred to arbitration under the Commercial Arbitration Act 1984 and abatement shall be in full satisfaction of all claims (if any) for damages by the Lessee against the Lessor.

(iii) Notwithstanding the provisions of this sub-clause, if the Premises are totally or substantially destroyed and not reinstated within three months, the Lessor or the Lessee may elect by notice in writing to the other to determine this Lease and from the date of service of the notice all claims under this Lease, excepting those claims which have arisen prior to that date, shall be at an end.

**Cessation of
Building
Services**

(b) Except in the case of voluntary withdrawal by the Lessor or as provided by the Act (if applicable), no damages, compensation or abatement or rental shall be claimed by the Lessee or allowed by the Lessor for cessation of, damage to, or failure or breakdown of any of the Services provided in the Building. Reference of 'Services' shall include, but not be limited to, electricity, gas, water, sprinklers, alarms, pumps, airconditioning, heating, cooling or ventilation equipment, hot water service, cleaning and lifts.

Overholding

- (c) (i) If the Lessee remains in occupation of the Premises after the expiration of the Term, without objection by the Lessor, then as from the expiration of the Term, the Lessee shall be deemed to be a tenant from month to month on the same covenants and conditions, so far as they are applicable to a monthly tenancy, as are contained in this Lease.
- (ii) Unless otherwise agreed, the monthly rental shall be the same as that payable immediately prior to the expiration of the Term but the Lessor shall have the right to increase the monthly rent upon one month's notice in writing.
- (iii) The tenancy may be determined by either party on the expiration of one month's prior notice in writing which may be given to expire at any time.

Determination

- (d) (i) If:
- (A) The Lessee fails to pay the rental or any other moneys payable by the Lessee to the Lessor under this Lease for a period of 14 days after any of the days on which they ought to have been paid, although no formal or legal demand has been made; or
- (B) The Lessee breaches or fails to observe or perform any of the Lessee's covenants contained or implied in this Lease; or
- (C) The Lessee is in Liquidation, except with the written consent of the Lessor for the purposes of reconstruction or amalgamation, -
- then the Lessor, despite any waiver of any previous breach or default by the Lessee or the failure of the Lessor to have taken advantage of any previous breach or default, may in addition to any other power, re-enter the Premises or any part and occupy or re-let the Premises.
- (ii) In exercising the right of re-entry, the Lessor and persons authorised by the Lessor may break open any inner or outer door, fastening or other obstruction and forcibly eject the Lessee and any other persons found in the Premises together with any furniture or other property without being liable for trespass assault or any other proceedings whatsoever and shall be entitled to plead the leave and licence which is granted by this Lease in defence of any such action or proceedings which may be brought by the Lessee.

- (iii) Upon re-entry, this Lease shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any previous breach of any of the Lessee's covenants provided that the right of re-entry for any breach of any covenant term or condition to which Section 146 of the Property Law Act 1958 extends shall not be exercisable until the expiration of 14 days after the Lessor has served on the Lessee the notice required by Section 146(1) specifying the breach and if the breach is capable of remedy requiring the Lessee to remedy the breach or to make reasonable monetary compensation to the satisfaction of the Lessor for the breach. If the Lessor re-enters the Premises pursuant to this Clause, it may at its option remove any property of the Lessee from the Premises and store it at the risk and at the expense of the Lessee.

Essential Terms

- (e) The covenants contained in Clauses 1(a), 1(b), 1(c), 1(d), 1(f), 1(h), 1(j), 1(o), 1(s) and 1(t) are essential terms of this Lease and where there is a breach of any of these covenants by the Lessee, the Lessor shall, in addition to the right of re-entry, be entitled to sue the Lessee for loss of the benefits which performance of the covenants by the Lessee would have conferred on the Lessor between the date of the default giving rise to the re-entry and the date the Premises are re-let. The Lessor may also recover any deficiency between the rental payable by the new tenant and the rental payable by the Lessee had the Term of this Lease not been determined provided that the Lessor shall take all reasonable steps to mitigate the loss.

Further Term(s)

- (f) (i) The Lessor must on the written request of the Lessee delivered to the Lessor not more than six months and not less than three months prior to the expiration of the Term and so long as:
- (A) There is no unremedied breach of this Lease by the Lessee of which the Lessor has given written notice; and
- (B) The Lessee has not persistently committed breaches of this Lease of which the Lessor has given notice during the Term, -
renew this Lease for the Further Term(s) set out in Item 15 of the Schedule. The last date for exercising the option for renewal is stated in Item 16 of the Schedule.
- (ii) If the rental for the Further Term is not agreed between the parties within one month of the request, the rental shall be determined as otherwise set out in 3(g)(ii) below.
- (iii) The Lease for the Further Term shall otherwise contain the same terms and conditions as are set out in this Lease but excluding this agreement for renewal.
- (iv) Where on the execution of this Lease or on any assignment of this Lease, guarantees, indemnities or covenants were or are provided securing the obligations of the Lessee, similar guarantees, indemnities or covenants executed by the same parties must be provided securing the obligations of the Lessee under any renewed Lease entered into under this Clause. If such guarantees, indemnities or covenants are not provided, the Lessee shall not be entitled to require the Lessor to renew this Lease.
- (v) If the Act applies to this Lease then:
- (A) If there is no provision for a Further Term, the Lessor must at least six months and not more than 12 months prior to the expiration of the Term give written notice to the Lessee either offering a renewal of this Lease on terms specified in the notice or informing the Lessee that no renewal is to be offered. Any offer of renewal cannot be revoked for one month and unless accepted by the Lessee during that period, the offer shall be deemed to have been withdrawn;
- (B) If there is provision for a Further Term or the Lessor proposes to renew this Lease, the Lessor must give to the Lessee at least 21 days before the end of the Term, a disclosure statement complying with the requirements of the Act.

Review of Rent to Market

- (g) (i) The rental specified in Item 7 of the Schedule and the rental agreed upon or determined for any Further Term must be reviewed on each review date specified in Item 17 of the Schedule (the Review Date) in the manner referred to in this Clause 3(g).
- (ii) If the parties fail to agree on the new current market rent of the Premises 14 days prior to the Review Date, then it must be determined by a 'Specialist Retail Valuer' (as defined in the Act and who acts as an expert and not an arbitrator) who must also be a practising estate agent appointed at the request of either party by the President or other senior office bearer for the time being of The Real Estate Institute of Victoria Ltd.(the Institute). The determination of the Specialist Retail Valuer shall be binding on the parties. The costs of the Specialist Retail Valuer are payable equally by the parties. The rental as determined must not be less than the rental payable immediately prior to the Review Date (except where the Act applies).
- (iii) If by the Review Date the reviewed rental has not been determined then the Lessee must continue to pay the previous rental and any necessary adjustment between the parties must be made no later than seven days after the determination has been delivered.

CPI Adjustment

- (h) (i) On each date specified in Item 18 of the Schedule (the Adjustment Date) the rental payable under this Lease (subject to sub-clause(iii)) must be adjusted by reference to the Consumer Price Index in accordance with the following formula:
- R equals A multiplied by B divided C
- Where:
- R is the adjusted rental payable from the Adjustment Date.
- A is the rental payable immediately before the Adjustment Date.
- B is the quarterly Consumer Price Index (All Groups) figure for Melbourne (The CPI figure) last published by the Australian Government Statistician prior to the relevant Adjustment Date.
- C is the CPI figure last published prior to the previous Adjustment Date or Review Date or (if there is no previous Adjustment Date or Review Date) prior to the Commencement Date.
- (ii) If the CPI figure is not current on both Adjustment Date or a substantial change takes place in the method or basis of calculating the CPI figure, then the Lessor and the Lessee must endeavour to reach agreement within 14 days of the Adjustment Date as to the alternative index, failing which the President or other senior office bearer for the time being of the Institute (acting as an expert and not as an arbitrator) shall determine an appropriate index which reflects changes in the cost of living in Melbourne.
- (iii) It is agreed by the parties that the rental must not be adjusted under this Clause 3(h) (unless the Act applies to this Lease) if the calculation would result in the rental decreasing.

Fixed Rental Increase

- (i) On each Adjustment Date referred to in Item 18 of the Schedule the rental payable under this Lease immediately prior to the Adjustment Date must be increased by the percentage set out in Item 19 of the Schedule.

Indemnity by Lessee

- (j) This Lease is entered into upon the express condition that the Lessor shall not in any way liable for any damage or injury to the Premises or to the Lessee or to the Lessee's property or to the property of any employee, agent, invitee or licensee of the Lessee by reason of any happening not attributable to a negligent act of the Lessor. To the extent that it is not prohibited by law, the Lessee indemnifies and agrees to keep the Lessor indemnified in respect of all claims, actions, suits, demands, judgements or costs arising from such damage or injury.

- Notices** (k) Except where a specific mode of service is prescribed by law, any notice required or permitted by this Lease shall, in addition to any method prescribed by law, be deemed to have been validly given if delivered personally or sent by post to another party at the address shown in the Schedule or if it is left at the last known place of abode or business of that party in the State of Victoria or in the case of the Lessee is affixed to or left for the Lessee at the Premises. Any notice sent by post shall be deemed to have been received by the party to whom it was sent at the time at which the letter would have been delivered to that party in the ordinary course of post.
- Rules** (l) The Lessor reserves the right to make and/or alter rules and regulations which are not inconsistent with the rights of the Lessee expressed in this Lease and which relate to the management of the Building and/or to its use and occupation by the Lessee provided that no rule or regulation or any alteration shall bind the Lessee until communicated to the Lessee in writing.
- Disputes** (m) (i) If the Act applies to this Lease, any dispute must be determined according to Part 10 of the Act.
(ii) If a dispute is referred to the Victorian Civil and Administrative Tribunal under the Act, or otherwise to conciliation or arbitration, then any party to the proceedings may be represented by their own chosen legal practitioner or legal practitioners.
(iii) Subject to the Act (if applicable), any dispute between the Lessee and any other lessee or occupier of the Building concerning the use of the Premises must be referred to the Lessor or the Agent for settlement and the decision of the Lessor or the Agent shall be final and binding.
- Goods and Services Tax** (n) in this Lease:
(i) "GST" means GST within the meaning of the GST Act.
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended).
Expressions used in this clause 3 (n) and in the GST Act have the same meanings as when used in the GST Act.
(ii) Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
(iii) An amount payable by the Lessee in respect of a creditable acquisition by the Lessor from a third party must not exceed the sum of the value of the Lessor's acquisition and the additional amount payable by the Lessee under sub-clause 3(n) (ii) on account of the Lessor's GST liability.
(iv) A party is not obliged, under sub-clause 3(n)(ii), to pay the GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
(v) An adjustment of the consideration payable under this Lease to take account of the New Tax System changes referred to in the Trade Practices Act 1974 must not constitute price exploitation within the meaning of that Act or breach the guidelines in force from time to time published by the Australian Competition and Consumer Commission under Part VB of that Act.
- Joint and Several Covenants** (o) Where any party comprises two or more persons the covenants and obligations on the part of that party shall bind those persons jointly and each of them severally.
- Waiver** (p) No waiver by the Lessor of any breach by the Lessee of any of the terms, covenants and conditions of this Lease shall operate as the waiver of another breach of the same or of any other term, condition or covenant contained in this Lease.

Act, Statutes

- (q) References to a specific statute shall include a reference to any order, ordinance, regulation, rule or by-law made under the statute and all amendments, modifications, re-enactments, consolidation or replacements.

Headings

- (r) Marginal or head notes shall not affect the construction of this Lease.

Interpretation

- (s) In this Lease:-
- (i) The expression 'the Lessee' includes the Lessee and the executors, administrators and permitted assigns of the Lessee or being a body corporate, its successors and permitted assigns and shall where the context permits include an employee, agent, contractor, licensee or invitee of the Lessee;
 - (ii) The expression 'the Lessor' includes the Lessor, the assigns, executors and administrators of the Lessor or being a body corporate, its successors and assigns and the reversioner immediately expectant on the Term created by this Lease;
 - (iii) the singular includes the plural and the masculine gender includes the feminine and neuter genders;
 - (iv) A reference to 'Liquidation' includes official management, receivership, appointment of an administrator, deregistration, winding up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, scheme of arrangement, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
 - (v) Any provision must be interpreted so that it does not infringe against the Acts of any Parliament or any regulations made under those Acts. Any provision that does infringe must be read down to the extent necessary to give it, if possible, an operation of a partial character, but if it cannot be read down, it shall be deemed to be severable. If any provision is held invalid by a Court, that provision must be disregarded and the remainder of this Lease shall continue in force.
 - (vi) References to the Act mean the Retail Leases Act 2003.
 - (vii) The expression "bank guarantee" means a guarantee by an "Authorised Deposit-Taking Institution" under the Commonwealth Banking Act 1959.
 - (viii) The language must be tempered so that it complies with all relevant laws and other lawful directions, otherwise the offending language must be read down so as to be as effective as possible. If this objective provides impossible, then the offending language must be severed from this Lease.

SPECIAL CONDITIONS

1. Lease subject to & conditional upon the Lessee obtaining Pharmacy Board Approval & Permit to operate a Pharmacy from the demised premises prior to commencement of the Lease. The Lessee undertakes to immediately apply for such Permit following execution of the Lease and the Lessor undertakes to provide all assistance necessary and will consent to any applications made by the Lessee for the purpose of obtaining the Permit required. Should the Lessee fail to obtain the Permit prior to 1st February, 2016 then either party may, by giving notice in writing electing not to proceed with the lease and upon such election, all monies paid or owing pursuant to the Lease will be refunded to the Lessee. The parties may, by mutual agreement, agree to vary the commencement date of the Lease.
2. Landlord agrees to attend to the following works upon confirmation of the Lessee obtaining the Permit to operate as a Pharmacy;
 - Internal repainting of premises
 - Installation of plasterboard bulkhead to cover internal water pipe
 - Installation of gas instantaneous Hot Water Service
 - Installation of kitchen sink & cabinetry
 - Installation of security grill to shopfront
3. The Lessee shall have three (3) month's rent free occupation of the premises from the commencement date of the first term of this Lease.

EM.

S.M.Q.

X P.D.

GUARANTEE

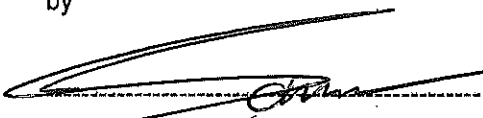
IN CONSIDERATION of the within-named Lessor having at the request of

Samaan Riad Mikhail
of 434 Waverley Road, Mount Waverley Vic 3149

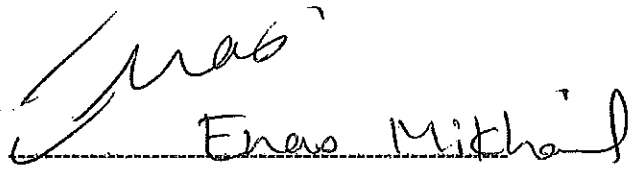
(hereinafter called the Guarantor) agreed to grant the within Lease to the within-named Lessee the Guarantor HEREBY COVENANTS AND AGREES with the Lessor that the said Lessor the rental reserved by the said Lease and other moneys payable by the Lessee thereunder on the days and in the manner therein provided and will duly and punctually observe and perform all and singular the covenants terms and conditions therein contained and by and on the part of the Lessee thereunder to be observed and performed and if at any time default shall be made in the punctual payment of the said rental or any other moneys for the time being payable by the Lessee thereunder the Guarantor will on demand pay to the Lessor the whole of such rental and other moneys for the time being payable by the Lessee thereunder the Guarantor will on demand pay to the Lessor the whole of such rental and other moneys due or payable to the Lessor and further that if at any time default shall be made in the due and punctual observance and performance of any of the covenants terms and conditions of the said Lease on the part of the Lessee to be observed and performed the Guarantor will on demand pay and make good all losses damage claims costs charges and expenses sustained or incurred by the Lessor by reason or in consequences of such default by the Lessee and that in the event of any default as aforesaid the Guarantor will indemnify and keep indemnified the Lessor from and against all loss of rental and other moneys and all losses damages claims costs and charges and expenses whatsoever that the Lessor may incur by reason of any such default on the part of the Lessee its successors or assigns and the GUARANTOR AGREES that no postponement or forbearance on the part of the Lessor to enforce the said covenants terms and conditions by and on the part of the Lessee to be performed thereunder or any other remedies available to the Lessor shall affect this Guarantee and the Guarantor shall not be released by reason of the Lessors postponement or forbearance aforesaid or by any variation in the provisions of the said Lease or by any other thing whatsoever which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor and this Guarantee is a continuing one and shall not be determined or discharged by reason of the liquidation (voluntary or otherwise) or of the reconstruction or of the amalgamation with any other company of the Guarantor of the Lessor shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all or any of its rights and sureties which may at any time be inconsistent with any provision hereof. Where the Guarantor comprises two or more parties the covenants and obligations on the part of the Guarantor herein contained shall bind such parties and any two or more of them jointly and each of them severally.

DATED this 1st day of March 2016

SIGNED SEALED AND DELIVERED
by

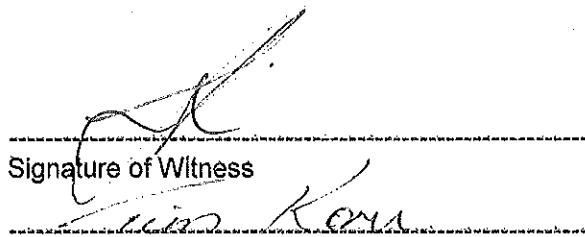


Simon Mikhail



Enas Mikhail

In the presence of:



Signature of Witness

(witness name printed)

SCHEDULE

1. **Lessor:** Philip John Dunstan & Kenneth William Dunstan ATF
The Phil Dunstan Superannuation Fund ABN: 64323721758
Of C/- LDB Property Pty. Ltd. TA Noel Jones Glen Iris
58 High Street, Glen Iris Vic 3146
2. **Lessee:** Enas Shawky Mikhail
Of 434 Waverley Road, Mount Waverley Vic 3149
3. **Premises:** Ground Floor, 441 Dorset Road, Croydon South Vic 3136
4. **Fixtures and Chattels (if any):** Air conditioner split systems x 2, electric light fittings & power points, kitchen cabinet & sink & gas instantaneous Hot Water Service
5. **Term:** Five (5) years
6. **Commencement Date:** 1st March, 2016
7. **Rental:**
\$ 1,666.67
per Calendar month, PLUS GST

Clause

- 1(a) 8. **Manner of payment of rental:** Calendar monthly in advance
- 1(a) 9. **Lessor's Agent:** LDB Property Pty. Ltd TA Noel Jones Glen Iris. ACN: 097316900
58 High Street, Glen Iris Vic 3146
- 1(b) 10. **Outgoings excluded:** Land Tax
- 1(b) 11. **Portion of rates, taxes, etc. to be borne by the Lessee:** All Municipal & Water Rates Building, Plate Glass & Public Liability Insurances & Essential Services inspections & reporting charges
- 1(c) 12. **Portion of building operating expenses to be borne by the Lessee:**
50% of charges assessed against the whole of 441 Dorset Road, Croydon South including Municipal Rates, Water Rates & Building Insurance & 100% of those outgoings that benefit only the premises
- 1(o) 13. **Use of the Premises:** Retail Pharmacy including the consultation in relation to medical & pharmaceutical products & related services
- 1(v) 14. **Security Deposit:** \$5,000.00
- 3(f) 15. **Further Term(s):** Two (2) further terms of five (5) years
- 3(f) 16. **Last date for exercise of Option/s:** 01/01/2021 & 01/01/2026
- 3(g) 17. **Market Review Date(s):** N/A
- 3(h)&(i) 18. **Adjustment Date(s):** 01/03/2017, 01/03/2018, 01/03/2019 & 01/03/2020
in accordance with Clause 3(h) of this Lease. CP1.
- 3(i) 19. **Percentage increase in Rental:** N/A

EXECUTED by the parties as a Deed and dated

18 March 2016

SIGNED SEALED AND DELIVERED by
The Lessor in the presence of:

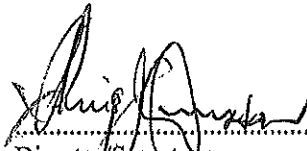
)
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Witness:


THE COMMON SEAL of the Lessor was
duly affixed in the presence of:

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)
)
)

.....
Director


.....
Director/Secretary

.....
Print Full Name

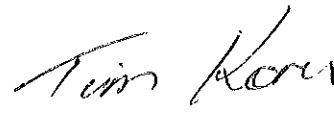

.....
Print Full Name

SIGNED SEALED AND DELIVERED by the Lessee
in the presence of:

)
)
)
)

Witness:

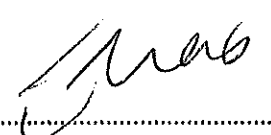


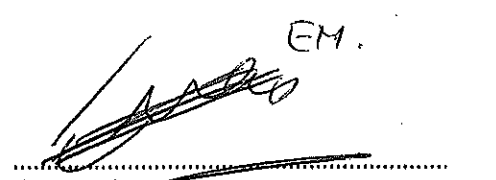


THE COMMON SEAL of the Lessee was
duly affixed in the presence of:

)
)
)
)

.....
Director




.....
Director/Secretary

Enas S. Mikhail
.....
Print Full Name

Gammagan Mikhail
.....
Print Full Name