

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **441 Dorset Road, Croydon 3036**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

In that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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 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:



Print name(s) of person(s) signing:

TIMOTHY TIEN MINH VAN

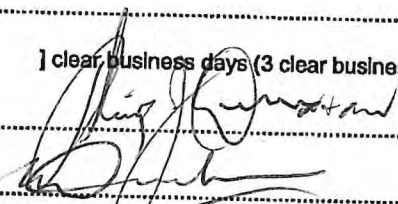
on 5/5/2017

Director.

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:



on 8/5/2017

Print name(s) of person(s) signing:

PHILIP JOHN DUNSTAN AND KENNETH WILLIAM DUNSTAN

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *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;
- 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.



NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the Sale of Land Act 1962)

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Hudson Bond Commercial Pty Ltd trading as Hudson Bond
632 Doncaster Road, Doncaster, VIC 3108

Email: Dylan@hudsonbond.com.au

Tel: 03 9840 7700 Mob: 0413 058 774 Fax: 03 9840 7600 Ref:

Vendor

PHILIP JOHN DUNSTAN AND KENNETH WILLIAM DUNSTAN
270 Bay Street, Brighton, VIC 3186

Vendor's legal practitioner or conveyancer

Hunts' Lawyers

Mitchell House Level 3, 358 Lonsdale Street, Melbourne Vic 3000

Email: julian.hunt@huntslawyers.com

Tel: (03) 9670 5694 Fax: (03) 9670 6598 Ref: DUNP17/026

Purchaser

Name: VAN CUSTODIAN SUPERFUND PTY LTD

Address: 2/137 HYDE ST YARRAVILLE 3013.

ABN/ACN: 618918166

Email:

Purchaser's legal practitioner or conveyancer

Name: YUMI BAI

Address: LEVEL 1, SUITE 403A - 39 KINGSWAY GLEN WAVERLEY 3150.

Email:

Tel: (03) 95906180 Mob: Fax: (03) 9803 0788 Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 09486 Folio 316	6	094883

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement 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 3136

Handwritten initials and signature

Goods sold with the land (general condition 2.3(f)) (list or attach schedule):
All fixed floor coverings, window furnishings and electric light fittings

Payment (general condition 11)

Price \$ 665,000
Deposit \$ 66,500 by 9/5/17 of which \$ 1,000 has been paid
Balance \$ 598,500 payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

 Going concern

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 7/08/2017

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

 Subject to Lease & Tenancy Agreement

If 'subject to lease' then particulars of the lease and tenancy are set out in the attached copies.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount _____ Approval date: _____

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

 Special conditions

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

1 Security Interest

General condition 7 is deleted and replaced by the following:

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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.
- 7.3 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.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that-
- (a) (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 prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind;
- unless:
- (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
 - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release 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.
- 7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that is registered or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 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 7.8.
- 7.10 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; and
 - (c) as though the purchaser was in default -
- if settlement is delayed under general condition 7.9.
- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.

7.12 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.

2 GST farming business

2.1 General condition 13.1(b) is deleted and replaced by the following:

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

2.2 General condition 13.4 is deleted and replaced by the following:

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.

3 Service

3.1 General condition 17.1 is deleted and replaced by the following:

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 as provided in section 13A of the **Electronic Transactions (Victoria) Act 2000**.

3.2 General condition 17.2 is deleted and replaced by the following:

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.

4 Nomination

General condition 18 is deleted and replaced by the following:

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.

5 Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6 Guarantee

In the event that the Purchaser hereunder is a Corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the following guarantee:-

I,
of
in the State of Victoria IN CONSIDERATION of the Vendor entering into the within Contract with
(hereinafter called "the Purchaser") HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said

in the presence of:

)
)
)
)

7 FIRB

The Purchaser warrants that no consents are required to this Contract under the **Foreign Acquisition and Takeovers Act 1975** and that the Act has no application to the Purchaser or to this Contract. If the Purchaser breaches this warranty (whether intentionally or otherwise) the Purchaser will indemnify and compensate the Vendor for any costs and/or damages. This warranty and indemnity will

continue on completion of this Contract.

8 Multiple Purchasers

- a. If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- b. If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- c. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- d. This special condition will not merge on completion.

9 Excluded General Conditions

General Conditions 24.4 to 24.6 (both inclusive) do not apply to this Contract.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

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

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT 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.

SCHEDULE

Guarantor: Name: Timothy TIEN MINH VAN
Address: 63 Main Drive Kew 3101

Name:
Address:

SIGNED SEALED AND DELIVERED by the said Guarantor in the presence of:)
) [Signature]

Witness: [Signature]

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

Witness:

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of 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 predominately 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING 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 purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 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 adjustment 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 outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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.

DATED

2017

PHILIP JOHN DUNSTAN AND KENNETH WILLIAM DUNSTAN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 441 Dorset Road, Croydon 3136

**HUNTS'
Lawyers
Mitchell House
Level 3, 358 Lonsdale Street
Melbourne Vic 3000
Tel: (03) 9670 5694
Fax: (03) 9670 6598
Ref: DUNP17/026**



REIV

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

- 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 partitic 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 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 1 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 a 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 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

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.

Quiet
enjoyment

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

Access to the
premises

Insurance

Destruction

3. **IT IS MUTUALLY AGREED AND DECLARED** between the parties as follows:-
- (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 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 claims (if any) for damages by the Lessee against the Lessor.

(iii) Notwithstanding the provisions of this sub-clause, if the Premises are totally 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, except 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 A (if applicable), no damages, compensation or abatement or rental shall be claim 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, pump airconditioning, heating, cooling or ventilation equipment, hot water service, clean 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 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 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 the end of the days on which they ought to have been paid, although no formal legal demand has been made; or

(B) The Lessee breaches or fails to observe or perform any of the Lessee 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 act

(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.



X 

GUARANTEE

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

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

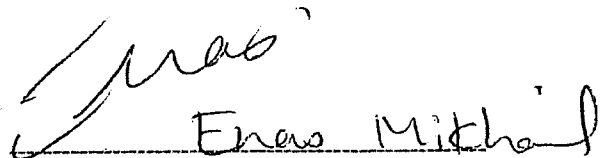
(hereinafter called the Guarantor) agreed to grant the within Lease to the within-named Lessee the Guarantor HEREBY COVENANTS AND AGREES with the Lessor that the said Lessor the rental reserved by the said Lease and other moneys payable by the Lessee thereunder on the days and in the manner therein provided 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 17 day of March 2016

SIGNED SEALED AND DELIVERED
by



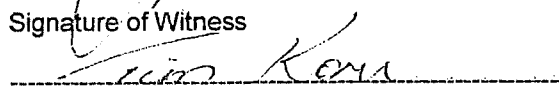
Simon Mikhail



Eneas 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.

EXECUTED by the parties as a Deed and dated

14 March 2016

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

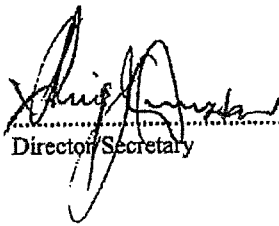
)
)
)

Witness:

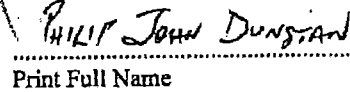
THE COMMON SEAL of the Lessor was
duly affixed in the presence of:

)
)
)
)

.....
Director


.....
Director/Secretary

.....
Print Full Name

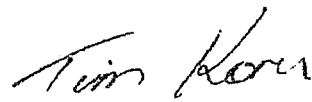

.....
Print Full Name

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

)
)
)
)

Witness:

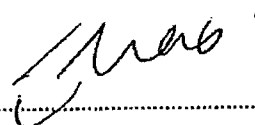


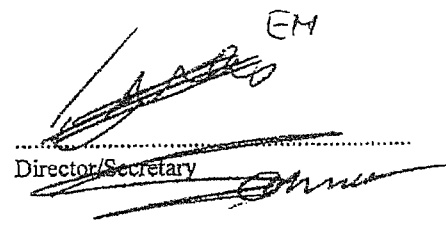


THE COMMON SEAL of the Lessee was
duly affixed in the presence of:

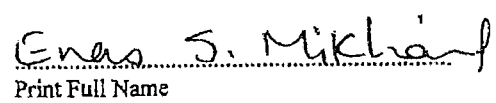
)
)
)
)

.....
Director

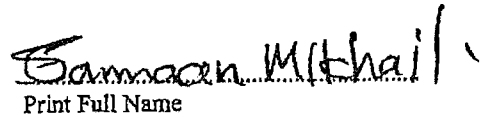


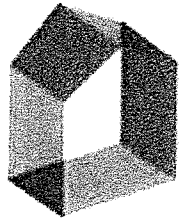
 EM
.....
Director/Secretary

.....
Print Full Name


.....
Print Full Name

.....
Print Full Name


.....
Print Full Name



hudsonbond
PROPERTY MANAGEMENT

Residential Tenancy Agreement

441A Dorset Road, Croydon South, Vic, 3136

Hudson Bond Property Management Pty Ltd

Philip Dunstan Super Fund

Tatjana Thivant

Schedule

Item 1. Date of Agreement

Date 06 December 2016

Item 2. Landlord

Name Philip Dunstan Super Fund
Address C/- 632 Doncaster Road, Doncaster Vic 3108

Item 3. Agent

Name Hudson Bond Property Management Pty Ltd
Address 632 Doncaster Road, Doncaster Vic 3108

Item 4. Tenant(s)

Name Tatjana Thivant

Item 5. Premises

Address 441A Dorset Road, Croydon South, Vic, 3136

Item 6. Rental

Amount 325
Amount per calendar month 1412
Payable on the 2nd day of every month in advance

Item 7. Rent increase**Item 8. Rental payments To**

To Agent by direct debit.

Item 9. Bond

Amount 1412

Where there is more than one tenant and they do not contribute equally to the total bond the amounts they each contribute are listed here:

Tenant Name

Amount

Tenant Name (2)

Amount

Tenant Name (3)

Amount

Tenant Name (4)

Amount

Item 10. Urgent repairs

The Landlord authorises the Agent to undertake urgent repairs up to \$1800.00 Telephone number for urgent repairs: 9840 7700 (24hrs)

Item 11. Term of the lease

Term 14 Calendar Months

Item 12. Commencement date

Date 02 December 2016

Item 13. End date

Date

01 February 2018

Terms and Conditions

1. This Agreement

is made on the date specified in the Schedule hereto between the Landlord whose name and address is specified in the Schedule whose agent is specified in the Schedule and the Tenant whose name and address is specified in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the premises specified in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in the Schedule of which the first instalment is payable on the date specified in the Schedule and payable by the Tenant to the party specified in the Schedule

Bond

The Tenant shall pay a bond of the amount specified in the Schedule to the Landlord / Agent on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord / Agent must lodge the bond with the Residential Tenancies Authority within 5 business days of receiving the bond.

Fixed term tenancy

The term of this Agreement shall be specified in the Schedule commencing on the date specified in the Schedule and ending on the date specified in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy

or

Periodic tenancy

This Agreement shall commence on the date specified in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition of the Premises

The Landlord shall make sure that the premises are maintained in good repair.

3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the premises.
- (b) The Tenant shall give notice to the Landlord of any damage to the premises as soon as the Tenant becomes aware of the damage.

4. Cleanliness of the Premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use of Premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

6. Quiet enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

7. Assignment or sub-letting

- (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act 1997 for further rights and duties).

Additional terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. Water consumption & utilities

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

10. Condition report

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

11. Insurance

The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlord's Insurance Company [to the extent the Landlord elects to have this insurance in place and use it for the tenant responsible damage] as a result of any damage that has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant that is covered under the insurance policy.

12. Tenant's contents insurance

The Landlord is not responsible to insure the Tenants' possessions. The Landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Content's Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

13. Indemnity

The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.

The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant or the Tenant's servants, agents and/or invitees.

14. Reporting defects & Liability

The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

15. Use of Premises

The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

16. Alterations to Property

The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent. Adhesive tape and blu tak are forbidden at all times.

17. Light globes to be replaced by Tenant

The Tenant shall at the Tenant's expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

18. Pets

The Tenant shall not keep any animal, bird or pet in the premises without the written consent of the Landlord.

19. Gardens

The TENANTS agree to fully and regularly maintain the garden of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests. This includes regular mowing of the lawn and nature strip. The TENANTS must also water the garden in accordance with the water restrictions. Photos have been taken at the commencement of the tenancy.

20. Rubbish

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

21. Hanging clothes

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

22. Kerosene & oil heaters not permitted

The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

23. Mechanical repairs not to be carried out

The Tenant agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

24. Repairs

All NON URGENT maintenance requests must be submitted in writing either by fax or email to the agent.

Please note that all reasonable steps must be taken to notify the Agent of any URGENT repairs during business hours on the office number.

Email maintenance@hudsonbond.com.au

Fax 9840 7600

After hours urgent repair phone number 9840 7700

25. Smoke alarms

The Tenant must

- (a) check each smoke detector in the premises on a regular basis to ensure they are fully operational. These checks are to ensure the safety of the Tenant and the security of the Premises.
- (b) replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
- (c) immediately notify the Landlord/Agent of any faulty smoke detector
- (d) not remove the battery from the smoke detector(s) for any purpose other than replacement

26. Locks & Keys & Alarm

The Landlord acknowledges the Tenant's right to change the locks at the rental property providing a duplicate key is given to the Landlord or Agent. The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord or Agent cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.

The Agent is not legally obligated to hold or provide a spare key.

The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing the Agent is immediately notified of the new alarm code.

27. Blockages caused by misuse

The Tenant shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by misuse by the tenant or their visitors.

28. Receipts

If you require a receipt for your rent payment please email your Agent and a computer ledger will be emailed to you.

29. Change of tenants during the tenancy & sub letting

The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of this Agreement, and that any change in those occupying the premises must be immediately reported to the Agent in writing.

A prospective tenant must not move into the property without first completing and submitting an application to the Agent to be approved by the Landlord.

In the event that a tenant or tenants vacate/s during the course of the tenancy and irrespective of whether or not another (new) tenant is found in their place, an administration cost will be charged and is payable to the agent by the tenant/s. These costs are \$150 plus GST per change for each Tenant.

30. Cancellation of Tenancy Agreement

The Tenant hereby agrees that if they choose to cancel the Tenancy Agreement or vacate the property prior to the expiration of this Agreement the Tenant shall be liable for the following fees and charges which will be confirmed should this situation arise:

- (a) A letting fee representing 5% plus GST of the annual rent
- (b) Any advertising costs incurred including an Internet Marketing cost of \$300 plus GST
- (c) A For Lease board to be erected at a cost of \$100 plus GST for erection and removal
- (d) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or expiry of the existing tenancy, and agree to pay any difference or shortfall of rental if the property is re-let at a lower rate.

31. Rent increase

In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase

32. 'For Lease' & 'For Sale' boards & Access to Property

The Tenant shall allow the Landlord or Agent to put on the premises a notice or notices 'For Lease' during the last month of the term of this Agreement.

The Tenant shall also allow the Landlord or Agent to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.

33. Owners Corporation Rules [where applicable]

The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (formerly Body Corporate) as the case may be, in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Owners Corporation) Regulation, if not amended, apply to all Owners Corporations.

The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

34. Amendments by Agreement & In writing

This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

35. Tenant wishes to vacate

If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of this Agreement. Notice given by email will be accepted but not by SMS.

36. Tenant intends to leave when the lease ends

If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

37. Return of keys

The Tenant must return all keys, security swipes/fobs and remote controls to the agent when the tenant vacates the premises. The tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned.

38. Tenant must not use bond as last months rent payment

The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.

39. Carpet steam cleaning

The Agent and/or Landlord will make an assessment at the end of the tenancy, once the tenants have vacated, as to whether the carpets are in need of cleaning. If this is the case the Tenants hereby agree to have the carpets professionally steam or dry cleaned at their own expense and provide a receipt to the Agent.

40. Bond lodgement & Bond refund

The Tenant acknowledges that the bond paid under this tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Residential Tenancies Bond Authority. The Tenant acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Residential Tenancies Bond Authority or electronically through the RTBA.

41. Fixed term tenancy notice

The Tenant acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

42. Pilot Lights on Gas Appliances

The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent, on behalf of the Landlord, to relight a pilot light where this is the only issue, the Tenant will be liable for all costs.

43. No Smoking Policy

The Tenant and any guest or occupant is prohibited from smoking inside the premises. Smoking is defined as igniting, inhaling, exhaling or carrying any lighted legal or illegal smoking product.

44. No Pets

The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord, or unless otherwise stated in this agreement.

(Note: written consent of the Owners Corporation Committee will be necessary in an own-your-own unit).

45. General & Miscellaneous

The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenants' purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

46. Consent to Electronic Service**A. Express Consent**

The Tenant hereby consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000

Yes [Tatjana Thivant]

at this email address:

tatianathivant80@gmail.com [Tatjana Thivant]

B. Inferred Consent

If the Tenant has not consented to electronic service under subclause 46, the Tenant or the Landlord must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

C. Change of Electronic Address

The Tenant or the Landlord must immediately give notice in writing to the Agent if the email address for electronic service under subclause changes.

D. Withdrawal of Consent

(a) The Tenant or the Landlord may withdraw their consent under subclause 46 to electronic service of notices and other documents only by giving notice in writing to the Agent.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

47. Pets

The Landlord hereby agrees to the Tenant keeping one Cat at the property.

The Tenant hereby acknowledges that should the pet become a nuisance or there is a complaint lodged, then the said pet may need to be relocated from the property.

Should the pet cause any damage to the interior fixtures or fittings or surrounding area of the property, the Tenant agrees to rectify this immediately at their own cost.

Any carpeted areas shall be professionally steam cleaned by the Tenant when the property is vacated.

The property must also be flea bombed and a receipt provide to the agent. The flea bombing is essential as fleas lie dormant until a property is re-occupied.

Furthermore, if any carpets or floors are urinated on, the floor may need to be replaced (at the tenants cost) as pet urine contains ammonia and this carries through and cannot be removed.

48. Garden

The TENANTS agree to maintain the garden which requires weeding of garden beds, removal of any debris and leaves and generally keeping it neat and tidy. The TENANTS must also water the garden in accordance with the water restrictions. Photos have been taken at the commencement of the tenancy.

Electronic Signatures

Tatjana Thivant

- this is an approved, digital representation of the signature -

Tatjana Thivant

Via mobile 04*****424 on 06 December 2016, 6:55 pm

Email: ta*****.com

Philip Dunstan Super Fund

- this is an approved, digital representation of the signature -

Philip Dunstan Super Fund

Via mobile 04*****399 on 08 December 2016, 11:38 pm

Email: ph*****.com

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

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

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT 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.

SCHEDULE

Guarantor: Name: TIMOTHY TIEN MINH VAN
Address: 63 MAIN DRV Kew 3201

Name:

Address:

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


.....

Witness: Jeff Stefanidis

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

.....

Witness:

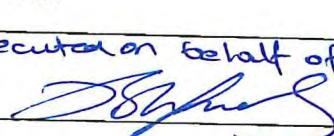
Vendor Statement


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

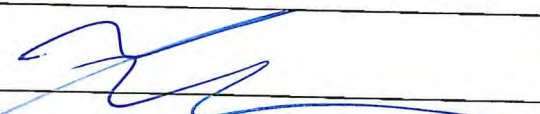
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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 3136
-------------	-------------------------------

Vendor's name	Philip John Dunstan	Date	05/05/17
Vendor's signature	Executed on behalf of the vendor. 		

Vendor's name	Kenneth William Dunstan	Date	05/05/17
Vendor's signature	Executed on behalf of the vendor. 		

Purchaser's name	VAN CUSTODIAN SUPERFUND PTY LTD.	Date	05/05/17.
Purchaser's signature	 (TIM VAN)		

Purchaser's name		Date	/ /
Purchaser's signature			

TV 

1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) City of Maroondah	(1) \$ 1,633.20	(1) 3.80
(2) Yarra Valley Water	(2) \$ 1,057.66 p.a.	(2)
(3) State Land Tax	(3) \$ Nil.	(3)

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

To

Other particulars (including dates and times of payments):

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.

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.

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.

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.

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): -

Not Applicable.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Maroondah Planning Scheme
Name of responsible authority	City of Maroondah
Zoning of the land	Commercial 1 Zone & abuts a Road Zone Category 1
Name of planning overlay	Significant Landscape Overlay - Schedule 4

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.

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:

Nil.

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:

Nil.

5. BUILDING PERMITS

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.

6. OWNERS CORPORATION

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.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 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*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 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.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be 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.

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.)

Not Applicable.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Page 1 of 1

VOLUME 09486 FOLIO 316

Security no : 124065469135A
Produced 11/04/2017 01:32 pm

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
Joint Proprietors
KENNETH WILLIAM DUNSTAN
PHILIP JOHN DUNSTAN both of 270 BAY STREET BRIGHTON VIC 3186
AG288582Q 12/01/2009

ENCUMBRANCES, CAVEATS AND NOTICES

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

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	plan
Document Identification	LP094883
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/04/2017 13:38

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

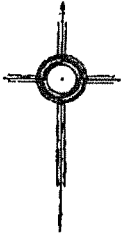
The document is invalid if this cover sheet is removed or altered.

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
 NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP94883
 EDITION 2
 APPROVED 2/8/82

PLAN OF SUBDIVISION

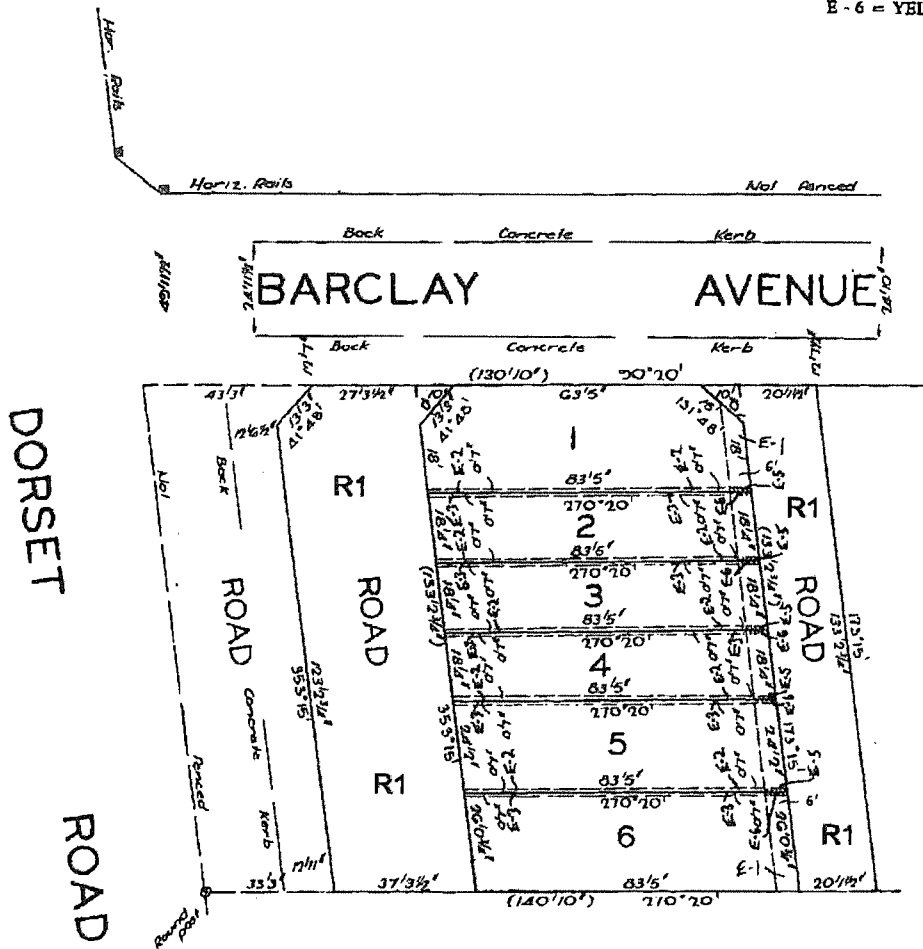
PART OF CROWN ALLOTMENT 43^A PARISH OF MOOROOLBARK COUNTY OF MORNINGTON



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.

APPURTENANCES

For appurtenant easements see C/T V. 8326 F. 030/9

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

429580

APPLICANT'S NAME & ADDRESS

HUNTS' LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

DUNSTAN, KENNETH WILLIAM

PURCHASER

N/A, N/A

REFERENCE

60444

This certificate is issued for:

LOT 6 PLAN LP94883 ALSO KNOWN AS 441 DORSET ROAD CROYDON
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4
- and abuts a ROAD ZONE CATEGORY 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/maroondah>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

11 April 2017

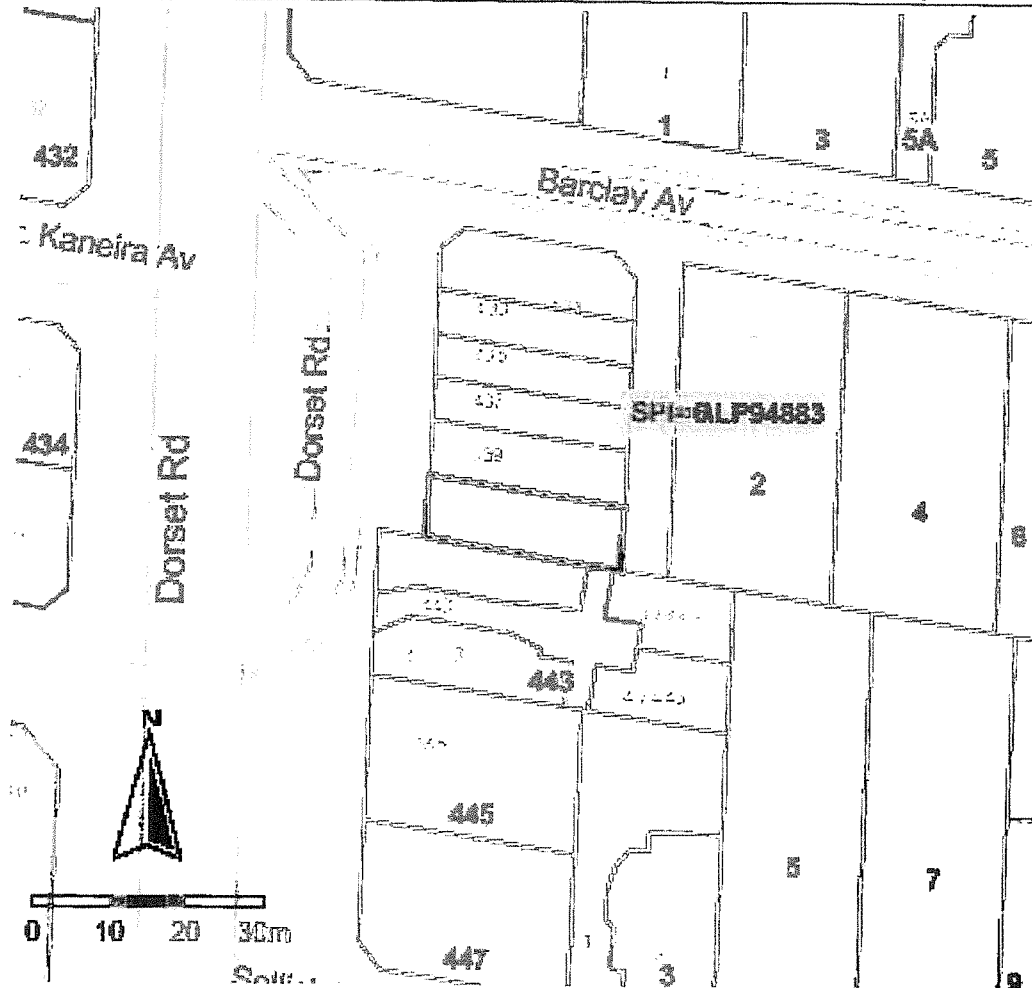
Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by www.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm and for as little as \$11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 12 April 2017 03:51 PM

Address: 441 DORSET ROAD CROYDON 3136

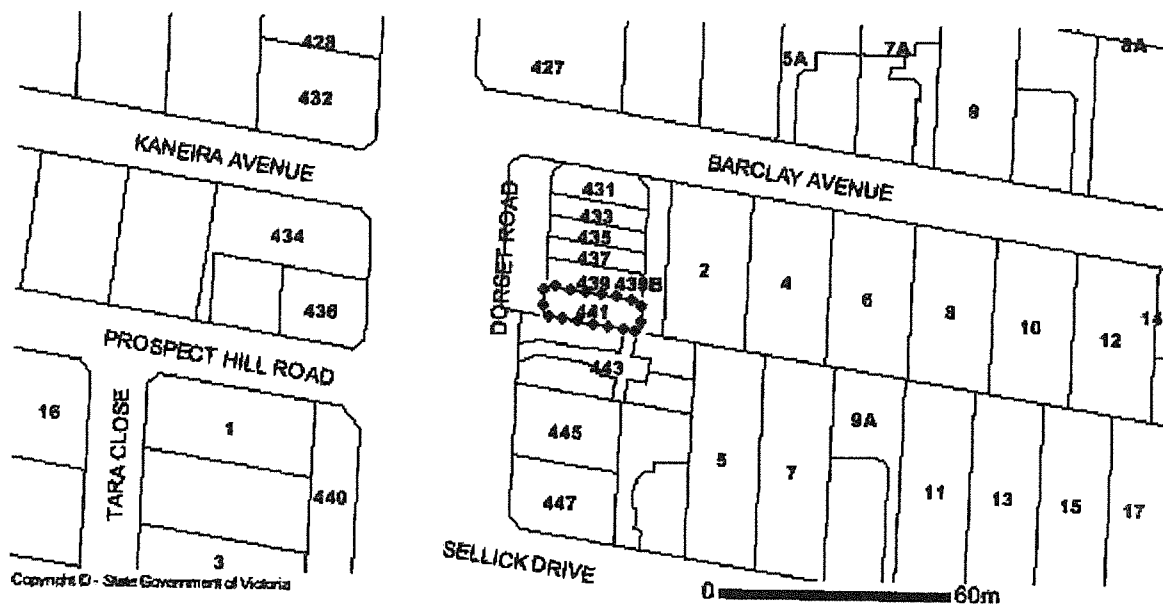
Lot and Plan Number: Lot 6 LP94883

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.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016 and 18 October 2016.

The Building Regulations 2006 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of 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 [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,
Land, Water
and Planning

LAND INFORMATION CERTIFICATE

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



Page 1 of 2

Landata Counter Services
DX250639
Melbourne

Certificate No: 64665
Applicant Ref: 24785828-011-0

Date: 11 April 2017

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 2017 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 for 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: \$180,000
Capital Improved Value: \$425,000
Nett Annual Value: \$26,850
Relevant Date: 1st January 2016

ADDITIONAL INFORMATION

RE: 441 Dorset Road
Croydon VIC 3136

Certificate No: 64665

FINANCIAL INFORMATION

Assessment No:	1200229		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	938.80	0.00	938.80
Municipal Charge	0.00	0.00	0.00
Waste Service Charge	248.50	0.00	248.50
State Government Fire Levy MFB	445.90	0.00	445.90
Legal Costs	0.00	0.00	0.00
DVA Charge	0.00	0.00	0.00
Interest - Current			3.60
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			-817.20
<u>ASSESSMENT TOTAL</u>			<u>\$819.60</u>

TOTAL BALANCE

\$819.60

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 \$25.40 being the fee for this certificate.



Delegated Officer.

Telephone Enquiries: 03 9298 4327
Your Reference: 24785828-013-4
Reg 326 (1)



12 April 2017

Hunts' Lawyers
C/- Landata Counter Services
DX250639
Melbourne

Dear Sir/Madam

Re: 441 Dorset Road, Croydon VIC 3136 Lot 6 LP 94883

I refer to your request for information available from Council records concerning the above property.

No Building Permits have been issued in the last 10 years.

No Building Notices or Orders are outstanding against this property.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <http://www.buildingcommission.com.au/consumers/swimming-pool-and-spa-safety-barriers>

Did you know you can apply for Property Information from Maroondah City Council online and pay via credit card? Register now for our online services at <http://www.maroondah.vic.gov.au/OnlineServices.aspx>. You will receive a prompt email response and you will be helping us achieve our goal of reducing Council's impact on the environment.

Yours faithfully

Warren Brooker

**Warren Brooker
Municipal Building Surveyor**



YARRA VALLEY WATER
ABN 93 066 302 501

Luoknow Street
Mitham Victoria 3132

Private Bag 1
Mitham Victoria 3132

DX 13204

F (03) 9872 1353

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

11th April 2017

Hunts' Lawyers C/- InfoTrack C/-
LANDATA

Dear Hunts' Lawyers C/- InfoTrack C/- ,

RE: Application for Water Information Statement

Property Address:	441 DORSET ROAD CROYDON 3136
Applicant	Hunts' Lawyers C/- InfoTrack C/- LANDATA
Information Statement	30286424
Conveyancing Account Number	7959580000
Your Reference	60444

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 Encumbrance Statement
- Melbourne Water Encumbrance 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 93 066 802 501

Luoknow Street
Mitoam Victoria 3132

Private Bag 1
Mitoam Victoria 3132

DX 13204

F (03) 9872 1359

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 83 068 802 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (09) 8872 1353

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

Melbourne Water Encumbrance

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

STATEMENT UNDER SECTION 158 WATER ACT 1989

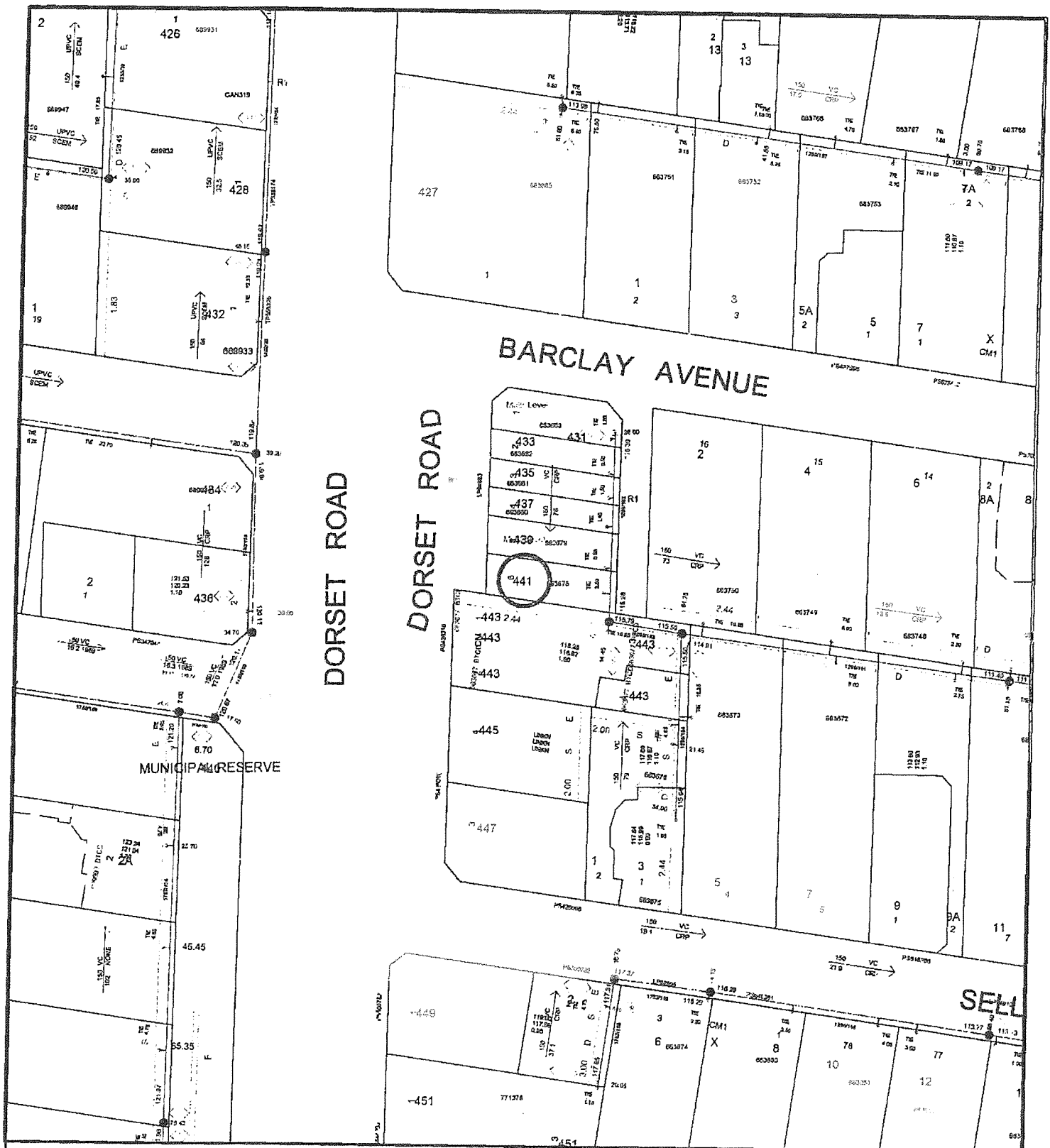
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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		Address 441 DORSET ROAD CROYDON 3136																	
Information		Date 11/04/2017																	
Statement		Scale 1: 1000																	
Number : 30286424		ABN 93 066 902 501																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">100 CICL 64 1994</td> <td style="font-size: 8px;">Sewer Pipe Flow</td> <td style="width: 20px;"></td> <td style="font-size: 8px;">Existing Title</td> </tr> <tr> <td style="font-size: 8px;">●—●</td> <td style="font-size: 8px;">Sewer</td> <td></td> <td style="font-size: 8px;">Proposed Title</td> </tr> <tr> <td style="font-size: 8px;">(18)</td> <td style="font-size: 8px;">Subject Property</td> <td></td> <td style="font-size: 8px;">Easement</td> </tr> <tr> <td style="font-size: 8px;">SPS12-34</td> <td style="font-size: 8px;">Access Point No.</td> <td></td> <td></td> </tr> </table>	100 CICL 64 1994	Sewer Pipe Flow		Existing Title	●—●	Sewer		Proposed Title	(18)	Subject Property		Easement	SPS12-34	Access Point No.			<p>Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:</p> <ul style="list-style-type: none"> - 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; 		
100 CICL 64 1994	Sewer Pipe Flow		Existing Title																
●—●	Sewer		Proposed Title																
(18)	Subject Property		Easement																
SPS12-34	Access Point No.																		





YARRA VALLEY WATER
ABN 93 956 802 501

Lucknow 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

Hunts' Lawyers C/- InfoTrack C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4389050000
Rate Certificate No: 30286424

Date of Issue: 11/04/2017
Your Ref: 60444

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	01-04-2017 to 30-06-2017	\$70.67	\$70.67
Commercial Water Usage Charge <i>Water Usage – 44.000000kL x \$2.8024000 = \$123.31</i>	22-11-2016 to 27-02-2017	\$123.31	\$0.00
Estimated Average Daily Usage \$1.28			
Commercial Sewer Service Charge	01-04-2017 to 30-06-2017	\$136.40	\$136.40
Commercial Sewer Disposal Charge <i>Sewage Disposal – 39.600000kL x \$1.9879000 = \$78.72</i>	22-11-2016 to 27-02-2017	\$78.72	\$0.00
Estimated Average Daily Usage \$0.82			
Parks Fee	01-07-2016 to 30-06-2017	\$76.54	\$0.00
Drainage Fee	01-04-2017 to 30-06-2017	\$38.21	\$38.21
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total Due		\$245.28

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2016 – 30/09/2016 will include a Government Water Rebate of \$100.
2. 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. Any deferred property debt is included in the arrears figures.

6. 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.

7. 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.

8. From 01/07/2016, Commercial Water Usage is billed 280.24 cents per kilolitre

9. From 01/07/2016, Commercial Recycled Water Usage is billed 275.06 cents per kilolitre

10. From 01/07/2016, Commercial Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 198.79 cents per kilolitre

11. From 01/07/2016, Commercial Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 198.79 cents per kilolitre



YARRA VALLEY WATER
ABN 93 066 902 591

Lucknow 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: 30286424

HOW TO PAY



Bill Code: 344366
Ref: 43890500006



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2753 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: 30286424

Cheque Amount: \$



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hunts' Lawyers C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 60444

NO PROPOSALS. As at the 11th April 2017, 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: 11th April 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 24785828 - 24785828133224 '60444'

Land Tax Clearance Certificate

Land Tax Act 2005



HUNTS' LAWYERS C/- INFOTRACK

Your Reference: LD:24785828-007-3.60444

Certificate No: 15463809

Issue Date: 11 APR 2017

Enquiries: ESYSPROD

Land Address: 441 DORSET ROAD CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
17879056	6	94883	9486	316	\$180,000	\$0.00

Vendor: KENNETH DUNSTAN & PHILIP DUNSTAN

Purchaser: N/A N/A

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
PHILLIP JOHN DUNSTAN	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
----------------	------	------------------	------------------	-------

Comments:

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

TAXABLE VALUE:	\$180,000
----------------	-----------

AMOUNT PAYABLE:	\$0.00
-----------------	--------

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 15463809

Land ID: 17879056

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the Land Tax Act 2005



Certificate No: 15463809

Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.

A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.

If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.

If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from

- the vendor, or
- the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.

If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner

will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A
TAXABLE VALUE OF \$180,000

Land Tax = \$0.00

Calculated as \$0 plus (\$180,000 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Cheque payable to **State Revenue Office, Victoria**
marked 'Not Negotiable' and return with the remittance
advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

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

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT 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.

SCHEDULE

Guarantor: Name: Timothy Tien Minh van
Address: 63 Main Drive Kew VIC 3101

Name:

Address:

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



Witness: Jeff Stepanidg

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

.....

Witness: