



Sweeney Estate Agents (Altona) Pty. Ltd.

Jodie Lindemann | Officer in Effective Control,
Paul Lindemann | Managing Director
Licensed Estate Agents

ABN 65 291779 291

Registered Office

54 Pier Street | Altona 3018

T (03) 9398 3799 F (03) 9398 6391

altona@sweeneyestateagents.com.au

Shop 5, 73-75 Point Cook Road | Seabrook 3028

T (03) 9360 9399 F (03) 9360 9397

pointcook@sweeneyestateagents.com.au

15th July 2010

Dear Bassam,

RE: **CONFIRMATION OF CURRENT RENTAL AMOUNT**

PROPERTY: **6 VIRGILLIA DRIVE, HOPPERS CROSSING**

I write to confirm the current rental amount for the above mentioned property.

The rent was increased from \$270.00 per week or \$1,170.00 per calendar month to \$280.00 per week or \$1,214.00 per calendar month as per the rental increase notice sent via registered post by the previous managing agent, Altona Meadows Real Estate.

The property is still under lease agreement to 8th of October 2010.

Should you require any further information, please do not hesitate to contact me on 9360 9399 or email to kate.h@sweeneyea.com.au

Kind regards,
SWEENEY ESTATE AGENTS (ALTONA) PTY LTD

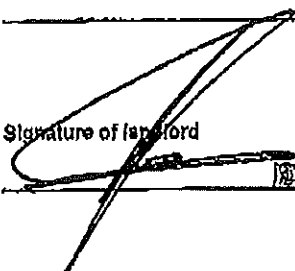
A handwritten signature in black ink, appearing to read 'Kate Hansen', written over a horizontal line.

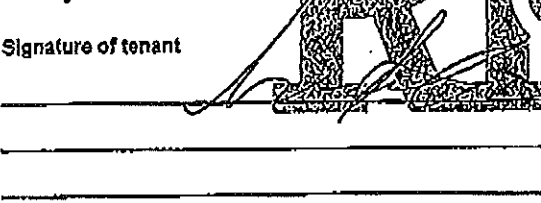
Kate Hansen
PROPERTY MANAGER
Point Cook Branch

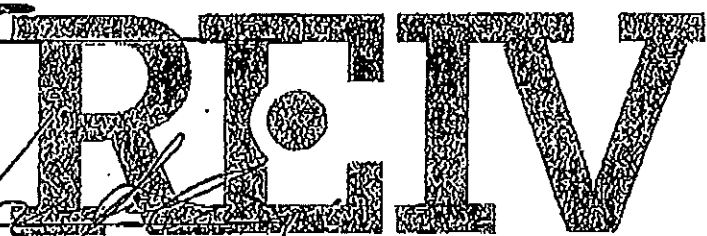
sweeneyestateagents.com.au

de 135
Residential Tenancy Agreement

2. Representations made by the tenant to the landlord/landlord's agent:

Signature of landlord


Signature of tenant




Code 135
Residential Tenancy Agreement

***SCHEDULE**

(delete, if there are no representations to be recorded)

1. Representations made by the landlord/landlord's agent to the tenant:

38. The tenant agrees that the carpets will be professionally dry cleaned at the end of the tenancy. The tenant agrees to provide a copy of the receipt to the agent when returning the keys to the premises. The tenant acknowledges that the carpets must be professionally dry cleaned and that dry cleaning or steam cleaning the carpets their self does not constitute professional dry cleaning.

39. The tenant acknowledges that all rental monies are to be paid one (1) month in advance at all times.

40. The tenant agrees that all non-urgent maintenance will be reported to the agent in writing within 24 hours of awareness of the item requiring attention. The tenant furthermore agrees that should they delay informing the agent in writing of the item requiring attention they will be held responsible for any damage caused to that such item.

41. The tenant authorises the agent to release their contact numbers to tradespeople so that access can be arranged to attend to maintenance.

42. The tenant acknowledges that our contractors work business hours (Monday to Friday 8am to 5pm). The tenant agrees that when non-urgent maintenance to the premises is required the tenant will arrange a suitable time with the tradesperson during these hours. The tenant agrees to pay any additional cost that the landlord may incur if they require a tradesperson to attend outside of these hours.

43. The tenant acknowledges that when assessing their suitability to the premises, the landlord has agreed for the amount of adults and children to reside on the premises on a permanent basis as informed by the tenants on their application form which was submitted to the agent.

44. The tenant agrees that should any fire authority shut down the property for a fire alarm the tenant will be held liable for any cost that maybe associated with this, as all

45. The tenant agrees that should they need to leave the premises prior to the expiration of the lease then the following terms and associated cost will apply:

- The tenant will inform the agent immediately that they are aware of the need to vacate prior to the expiration of the lease. The tenant acknowledges that this must occur in writing.

- The tenant agrees that they will continue to pay rent monthly in advance until the day that a suitable tenant has been found and approved by the landlord.

- The tenant acknowledges that they will be responsible for all advertising costs and leasing fees incurred while the agent searches for a suitable tenant.

- The fees/costs associated with ending a tenancy prior to the expiration of that tenancy are as follows:

- a) A leasing fee equivalent to 2 weeks rental including GST will apply on pro-rata rate.

- b) Rental until the day the new tenants lease commences

- The tenant agrees that the bond money will not be used to form any part of the fees/costs associated with ending the tenancy nor be used to cover any rental figure owing.

46. The tenant agrees that should a cheque we present to the bank dishonour a fee of \$25.00 will be charged to cover the costs of the dishonoured cheque.

47. The tenant agrees that the garden will be fully maintained by the tenant throughout the tenancy. This includes, but is not limited to, water of the garden beds/shrubs/grass etc, trimming of bushes/trees, mowing of lawns and maintaining the garden in a weed free condition.

48. The tenant acknowledges and agrees that the property is strictly a non-smoking home. The tenant acknowledges that this is applicable to both themselves and any visitors. Smoking is however permitted within the grounds of the property, but not within the building itself.

Code 135
Residential Tenancy Agreement

34. Owners corporation rules

- 34.1 The rules of an owners corporation affecting the premises are attached to this tenancy agreement. (*Note: ensure the rules are attached to each part of this tenancy agreement*)
- 34.2 The tenant will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.
- 34.3 The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

35. Tenant cannot use bond money to pay rent

- 35.1 The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.
- 35.2 The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

36. Changing the rent

- 36.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months.
- 36.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

37. Representations

Representations made by the landlord or the landlord's agent and/or by the tenant that influenced either of them to enter into this tenancy agreement are recorded in the Schedule. The landlord or the landlord's agent and/or the tenant may have made other representations to each other, but those recorded in the Schedule were decisive.

REVIEW

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**Code 135
Residential Tenancy Agreement**

26. Changes in occupation of the premises

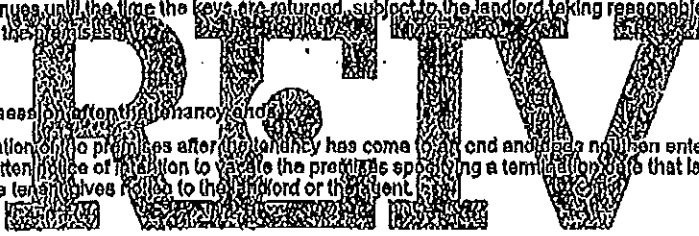
- 26.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.
- 26.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's letting expenses including -
 - 26.2.1 a pro-rata letting fee;
 - 26.2.2 advertising or marketing expenses incurred;
 - 26.2.3 rental data base checks on applicants;
 - 26.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.
- 26.3 The tenant's obligation to pay the landlord's letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

27. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

28. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.



29. Tenant remaining in possession after tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and a new tenancy is entered into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenancy gives notice to the landlord or the agent.

30. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

31. Changing locks and alarm code

- 31.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.
- 31.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

32. "To Let" signs

The tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

33. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

**Code 135
Residential Tenancy Agreement**

20. Smoke detectors

- 20.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. If the landlord, the agent, or their contractors provides information to the tenant about how to conduct a check. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises)
- 20.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.
- 20.3 The tenant must replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy.
- 20.4 Replacement batteries must be new, of a reputable brand, and have suitable durability.

21. Flammable liquids, kerosene heaters and vehicle and boat repairs

- 21.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- 21.2 The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance and cleaning (excluding greasing and oil changing).
- 21.3 The tenant must not use a kerosene heater at the premises.

22. Storage and removal of waste and 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 the purpose (if any) of the tenant must have rubbish and waste regularly removed in accordance with the municipal rubbish and waste removal standards.

23. Washing

If the tenant hangs washing outside on rails or lines, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners corporation.

24. Garden

- 24.1 The tenant will maintain the garden (if any) 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 and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.
- 24.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank (a) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

25. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners corporation.

PLS

**Code 135
Residential Tenancy Agreement**

- 14.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. This obligation does not apply if the accidental breakage is caused by the landlord, the agent, or their contractors.
- 14.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

15. Light globes and fluorescent tubes

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

16. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

17. Damage to the premises

- 17.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.
- 17.2 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause a blockage or damage in drains, water services, or sanitary systems. Notice that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage system. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.
- 17.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. This indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.
- 17.4 The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

18. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

19. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

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**Code 135
Residential Tenancy Agreement**

11. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the Residential Tenancies Act 1997.

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

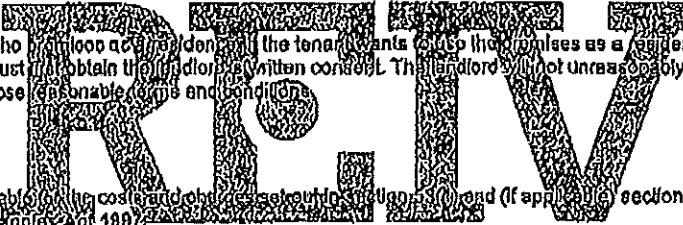
***SCHEDULE OF ITEMS (See Clause 1)
(*Delete, if there are no items)**

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.
Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999.
Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

12. Use of the premises

The tenant must primarily use the premises as a residence and for an ancillary purpose, the tenant must obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.



13. Utility charges

13.1 The landlord is liable for the costs and charges set out in section 54 of the Residential Tenancies Act 1997.

(Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

13.2 The tenant is liable for the costs and charges set out in section 62 of the Residential Tenancies Act 1997.

(Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

13.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

13.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

13.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

14. Landlord Insurance

14.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

**Code 135
Residential Tenancy Agreement**

4. PERIOD

- (a) The period of the agreement is 12 Months commencing on the 8th day of October, 2009 and ending on the 8th day of October, 2010

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

- (b) The agreement will commence from the _____ day of _____, 20____ and continue until terminated in accordance with the Residential Tenancies Act 1997.

5. CONDITION OF THE PREMISES

The LANDLORD must-

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that the premises are not damaged by fire, flood, or any other cause.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common area.
- (c) The TENANT who becomes aware of damage to the premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

REVIEW

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

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Code 135 Residential Tenancy Agreement



Code 135

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the 8th day of October, 2009
at Shop 19, 1 Central Avenue, Altona Meadows Vic 3028

BETWEEN (LANDLORD) Darren Cassar
C/- Shop 19, Central Square Shopping Centre,
1 Central Avenue,
Altona Meadows Vic 3028
(Name, ACN (if landlord is a company) and Address)

(*whose agent is **Altona Meadows Real Estate**
38576403627
Shop 19 Central Square Shopping Centre ALTONA MEADOWS VIC 3028
03 9360 7777) *strike out if not applicable
(Name, ACN (if agent is a company), business address and telephone number)

AND (TENANT) Rebecca Galea
6 Virgilia Drive, Hoppers Crossing 3029
(Name, ACN (if tenant is a company) and Address)

1. PREMISES

The landlord lets the premises known as **8 Virgilia Drive, Hoppers Crossing 3029**
(*together with those items indicated in the schedule) *strike out if not applicable

2. RENT

The rent amount is **\$640.00**.

Pay Period

weekly

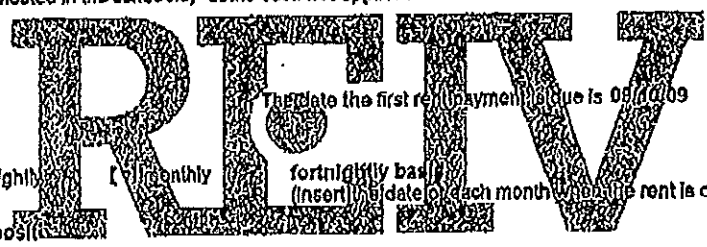
fortnightly

monthly

fortnightly basis

(insert) the date of each month when the rent is due

Place of payment: **Direct Deposit**



3. BOND

The tenant must pay a bond of **\$1,170.00** to the Landlord/agent on **8th October 2008**

In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

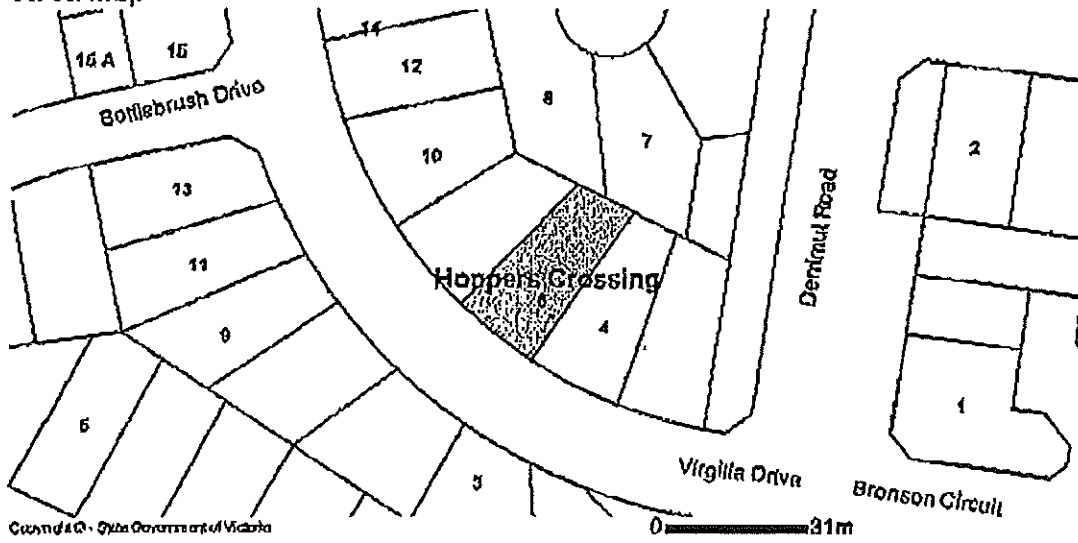
If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

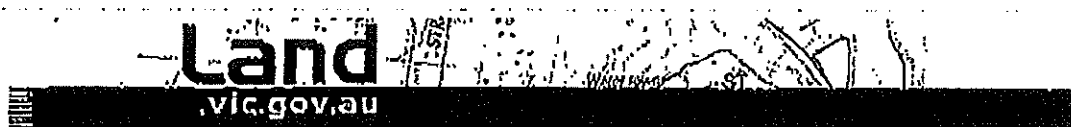
For other information about planning in Victoria visit www.dced.vic.gov.au/planning

Area Map



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Property Report from www.land.vic.gov.au on 28 June 2010 03:42 PM

Address: 6 VIRGILIA DRIVE HOPPERS CROSSING 3029

Lot / Plan: Lot 193 LP134044

SPI (Standard Parcel Identifier): 193\LP134044

Local Government (Council): WYNDHAM **Council Property Number:** 125389

Directory Reference: Melway 202 E9

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 193 LP134044	193\LP134044

State Electorates

Legislative Council: WESTERN METROPOLITAN (2005)

Legislative Assembly: TARNEIT (2001)

Utilities

Rural Water Business: Southern Rural Water

Metro Water Business: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: RESIDENTIAL 1 ZONE (R1Z)

SCHEDULE TO THE RESIDENTIAL 1 ZONE

Planning Overlay: SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

Further Planning Information

Planning scheme data last updated on 24 June 2010.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the [local council](#) or by visiting [Planning Schemes Online](#)

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

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

Delivered by LANDATA®. Land Victoria timestamp 28/08/2010 15:44 Page 1 of 1
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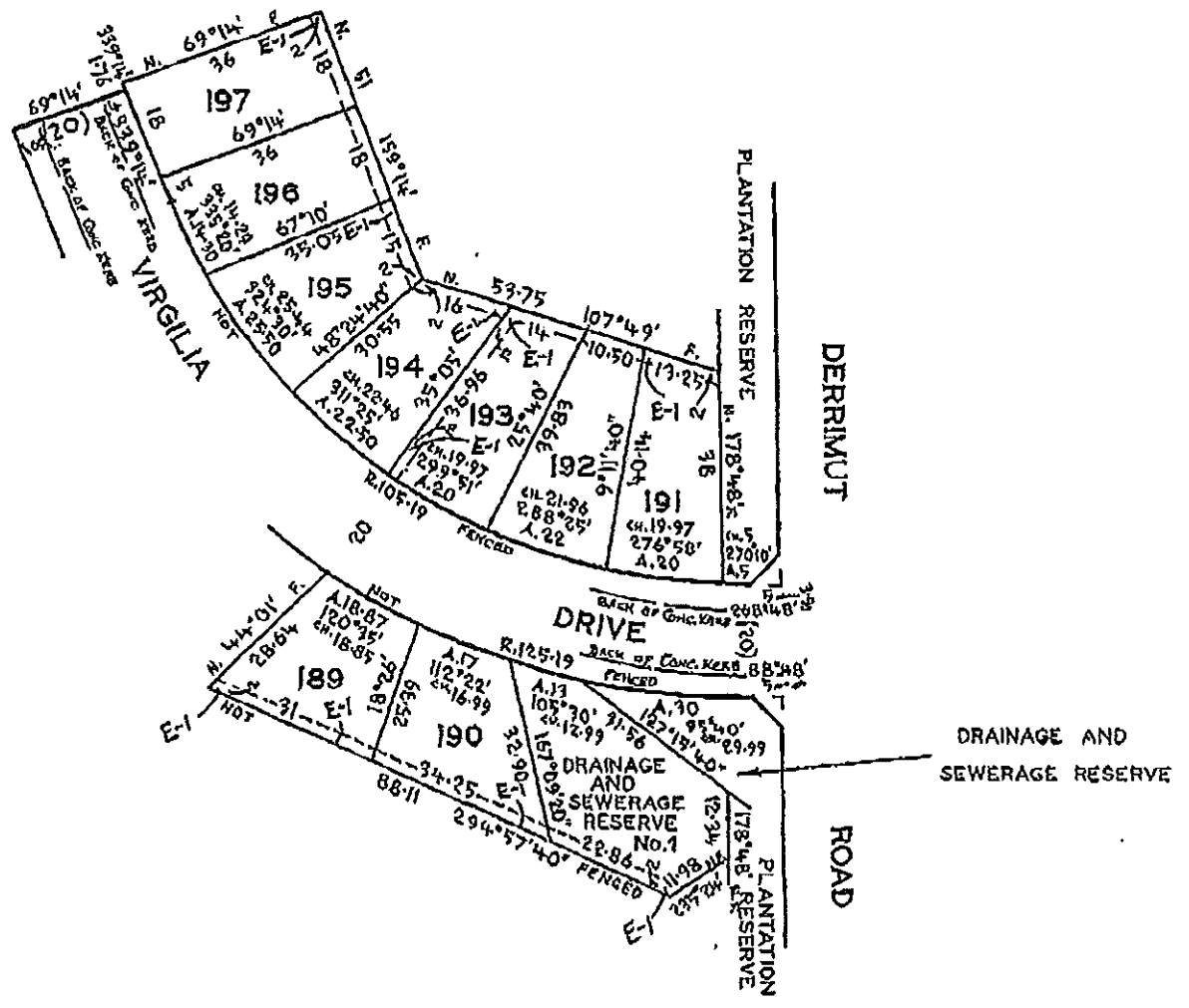
LP134044
EDITION 1
APPROVED 27/6/18

124911 PLAN OF SUBDIVISION PART OF CROWN ALLOTMENT D SECTION 10 PARISH OF TARNEIT COUNTY OF BOURKE <small>LOWWAYS ARE IN RED</small>	APPROPRIATIONS <i>BLUE: DRAINAGE AND SEWERAGE</i>	ENCUMBRANCES & OTHER NOTATIONS

Vol. 9364 Fol. 280



COLOUR CONVERSION
E-1 = BLUE



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.



Order number: 5843112
Your Reference: Cassar2490
28/06/10 16:45

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

VOLUME 09384 FOLIO 778

Security no : 124034241649U
Produced 28/06/2010 03:44 pm

LAND DESCRIPTION

Lot 193 on Plan of Subdivision 134044.
PARENT TITLE Volume 09364 Folio 250
Created by instrument LP134044 07/08/1980

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DARREN STEPHEN CASSAR of 6 VIRGILIA DRIVE HOPPERS CROSSING VIC 3029
AC805482C 20/04/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC805483A 20/04/2004
COMMONWEALTH BANK OF AUSTRALIA

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 LP134044 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: 6 VIRGILIA DRIVE HOPPERS CROSSING VIC 3029

DOCUMENT END

to services. The Vendor may have some of these services listed above as 'Connected' disconnected at settlement.

- 6. **BUILDING APPROVALS** – Particulars of any building permit under the Building Act 1993 in the preceding seven years in relation to a building on the land (required only where the Property includes a residence)
No such approvals have been granted

- particulars of insurance effected in the past six years (where s137B of the Building Act applies):
See attached if applicable.

Note: Unless a Contract provides otherwise, the Purchaser should make its own further enquiries regarding the building, chattels and improvements situate at the Property

- 6. **NOTICES** – Any notice, order, declaration, report or recommendation of a public authority or Government Department or approved proposal affecting the property of which the vendor might reasonably be expected to have knowledge:
Not to the Vendor's knowledge other than any matter disclosed in this Section 32 Statement or the attachments. The Vendor has no means of knowing all decisions of public authorities and government Departments affecting the property unless communicated to the Vendor and the Purchaser should make its own enquiries.
The Council and Department of Planning may from time to time make proposals and amendments to the Planning Scheme, the Purchasers should make their own enquiries in relation to any proposals or amendments to the responsible authority.

- 7. **OWNERS CORPORATION (if applicable)**
This property is not affected by an Owners Corporation.

- 8. **TITLE** Information about the vendor's title:
Copies of the title documents are attached.

DATE OF THIS STATEMENT 15/7/10

Signature/s of Vendor/s 

The purchaser acknowledges being given a duplicate of this statement signed by the vendor/s before the purchaser signed any contract.

DATE OF ACKNOWLEDGEMENT 15/7/2010

Signature/s of Purchaser/s 

Conveyancing Professionals Geelong

PO Box 2243 Geelong 3220

Phone: 03-52223230 Fax: 03-5222 2346

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Darren Stephen Cassar
Property: 6 Virgilla Drive HOPPERS CROSSING

IMPORTANT NOTICE TO PURCHASERS

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

Purchasers note: Some Councils have a 1 in 100 year severity notation on properties in relation to flooding. You should check with your local Council prior to signing any Contract if you have any concerns regarding flooding.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

1. **RESTRICTIONS** -- Any easement, covenant or other similar restriction affecting the property (whether registered or unregistered):
 - 1.1 Description - *As set out in the attached copies of title and lease (if applicable) documents.*
 - 1.2 Any sewers, drains, pipes for any services (including electrical and telephone) as may be laid outside any registered easements.
 - 1.3 Particulars of any existing failure to comply with their terms are as follows:
The Vendor has not received any notices from any statutory authority as to non-compliance. The Vendor is only able to provide details which they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor.
2. **PLANNING & ROAD ACCESS**
 - 2.1 Name: Wyndham City Planning
 - 2.2 Responsible authority: Wyndham City
 - 2.3 Zoning: Residential 1 Zone & Special Building Overlay
 - 2.4 There is access to the property by road.
3. **RATES, TAXES, OUTGOINGS & STATUTORY CHARGES**
Information regarding the amount of rates, taxes, charges or similar outgoings affecting the property and interest (if any) payable thereon (including any owner's corporation charges and interest):
 - (a) Their total does not exceed - \$2,500.00 pa
 - (b) The amount owing under any other registered or unregistered statutory charges that secures an amount due under any other legislation is -
Nil
4. **SERVICES**
Information concerning supply of the following services:

Service	Connected	Name of Authority (if service connected)
4.1 Electricity	Yes	Origin or similar authority
4.2 Gas	Yes	Origin or similar authority
4.3 Water	Yes	City West Water
4.4 Sewerage	Yes	City West Water
4.5 Telephone	Yes	Telstra or similar authority

The Purchaser should check with the appropriate authorities as to the availability of, and the cost of providing any essential services not connected to the land, and as to the cost of transferring any services into the Purchaser's name. The Purchaser is responsible for all costs in connecting

CONTRACT OF SALE
(incorporating copy of Section 32 Statement)

Vendor: Darren Stephen Cassar

Property: 6 Virgilia Drive, Hoppers Crossing

**Estate Agent:
Barry Plant
21 Watton Street
Werribee 3030**

**Tel: 9731 8888
Fax: 9737 8800**

**Conveyancer for Vendor:
Conveyancing Professionals Geelong
PO Box 2243
Geelong 3220**

**Tel: 5222 3230
Fax: 5222 2346**

~~29) THE VENDOR WARRANTS THAT THE OLD SPLIT-SYSTEM AIR-CONDITIONER WILL BE REPLACED WITH THE NEW UNIT PRIOR TO SETTLEMENT~~

30) THIS CONTRACT IS SUBJECT TO AND CONDITIONAL UPON THE PURCHASERS OBTAINING A BUILDING INSPECTION AND PEST INSPECTION WITHIN 7 DAYS OF THE VENDOR ACCEPTING THIS OFFER. SHOULD THE REPORTS SHOW A MAJOR PEST INFESTATION OR MAJOR STRUCTURAL DEFECT THE PURCHASER MAY END THIS CONTRACT BY SERVING NOTICE TO THE AGENT/ VENDOR WITH A COPY OF THE REPORT WITHIN THE 7 DAYS. IF THE CONTRACT IS ENDED ALL MONIE.WILL BE REFUNDED TO THE PURCHASER IN FULL.

HZ

[Handwritten initials]

- substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is served and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of service of the notice—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- personally; or
- by pre-paid post; or
- In any manner authorised by law or the Supreme Court for service of documents.

18. Nominee

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser.

20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

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

23. Terms contract

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

- 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 sections 6(1) and 6(2) of the Sale of Land Act 1962; and
- 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:

- 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;
- 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;
- 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;
- the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- 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;
- 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

- (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
(b) by draft or cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides proof, to the reasonable satisfaction of the purchaser, that either—
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the day of sale; and
(c) all conditions of the Sale of Land Act 1962 have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of company charge

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

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 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:
 - (i) to the vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision; or

FORM 2

Estate Agents Act 1980 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONSPart 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008**TITLE****1. Encumbrances**

1.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 If the particulars of sale provide that the purchaser is taking over an existing mortgage:

- (a) the purchaser assumes liability for the mortgage; and
- (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
- (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.

2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description, measurements or area of the land does not invalidate the sale.

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

Not Applicable

SETTLEMENT

Is due on the 22nd day of September 2010
the Vendor and Purchaser

OR any earlier date as mutually agreed between

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

Subject to Lease

in which case refer to general condition 1.1.

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

Refer attached copy Lease/Tenancy Agreement

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:

Not Applicable

ENCUMBRANCES

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

Not Applicable

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

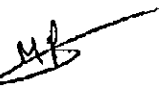
LOAN (refer to general condition 14)

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

Lender: ST GEORGE BANK

Loan amount: \$ 211,000 -

Approval date: 29th July 2010



SPECIAL CONDITIONS

1. Whole Contract

The Purchaser acknowledges that the Purchaser does not rely upon any warranty or representation made by the Vendor or any agent or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon the Purchaser's own enquiries and inspection of the Property.

2. Exclusion of certain General Conditions

The Vendor and Purchaser acknowledge that General Conditions 8, 24.4, 24.5 and 24.6 do not apply to this Contract.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Barry Plant Werribee
21 Watton Street, WERRIBEE 3030

Tel: 9731 8888 Fax: 9731 8800 Ref: Email: www.barryplant.com.au

VENDOR

Darren Stephen Cassar
of 6 Virgilia Drive, HOPPERS CROSSING 3029

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Conveyancing Professionals Geelong
of PO Box 2243, Geelong 3220

Tel: 52223230 Fax: 52222346 Ref: Casser2496 Email: jeannette@conveyancinggeelong.com.au

PURCHASER

MAGED BARSOUM SUPER FUND

of 92 Waratah Drive, Altona Meadows

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Self acting
of

Tel: Fax: Ref: Email:

PROPERTY ADDRESS

6 Virgilia Drive
Hoppers Crossing VIC

LAND

The land is described in the attached copy title(s) and plan(s) as:
Lot 193 on Plan of Subdivision 134044 being all that piece of land more particularly described in Certificate of Title Volume 09384 Folio 778 and includes all improvements and fixtures.

GOODS

All fixed floor coverings, light fittings, window furnishings, television antenna, relocatable garden shed, flyscreens and all fixtures and fittings of a permanent nature.

PAYMENT

Price \$310,000
Deposit \$31,000 - by 29th July (of which \$ has been paid)
Balance \$279,000 - payable at settlement

GST (refer to general condition 13)

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

Not Applicable

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

Not Applicable

9737 8800

FORM 1

Estate Agents Act 1980 Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

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

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

The terms of this contract are contained in the:

- * Particulars of sale;
- * Special conditions, if any;
- * General conditions; and
- * Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

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

SIGNED BY THE PURCHASER *Maced Barsoom* on *15 July 2010*

Print name of person signing: MACED BARSOUM

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

This offer will lapse unless accepted within [1] clear business days (1 business days if none specified).

SIGNED BY THE VENDOR *Darren Stephen Cassar* on *16 July 2010*

Print name of person signing: DARREN STEPHEN CASSAR

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 Sale of Land Act 1962)
 You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
 You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
 You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

- EXCEPTIONS** The 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
 - you received independent advice from a legal practitioner before signing the contract;
 - the property is used mainly for industrial or commercial purposes;
 - the property is more than 20 hectares in size and is used mainly for farming;
 - you and the vendor previously signed a similar contract for the same property; or
 - you are an estate agent or a corporate body.