

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.

Sent to Kristine 7/4

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 *S. J. Taylor* on *18.10* /2016

Print name of person signing: *STEPHEN JOHN TAYLOR*

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

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

SIGNED BY THE VENDOR *Darren J. McLaren & Brooke Louise McLaren* on *19.10* /2016

DARREN JAMES MCLAREN & BROOKE LOUISE MCLAREN

Print name of person signing

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

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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

BUXTON (OAKLEIGH) PTY LTD
21-23 Atherton Road
OAKLEIGH VIC 3166

Telephone:

Facsimile:

VENDOR

BANGPO INVESTMENTS PTY LTD of 15 Mitta Avenue
Waterways Vic 3195

**VENDOR'S LEGAL
PRACTITIONER**

TRUEMAN DAWSON
Suite 10, Level 2, 517 St. Kilda Road
MELBOURNE VIC 3004
Telephone: 9017 6969 Facsimile:
Our Ref: Email: steven@truemandawson.com.au

PURCHASER

ST.
KT

^{SUPER}
S + K TAYLOR PTY LTD ACN 614 180 648
~~STEPHEN JOHN TAYLOR~~ /and or nominee
ATF TAYLOR MADE SUPERANNUATION FUND
46 ILMA GROVE, BENBEACH VIC 3196
Tel: Fax:

Ref:

Email:

**PURCHASER'S LEGAL
PRACTITIONER OR
CONVEYANCER**

MAHONS LAWYERS

Att: Susan Taylor
Tel: 8877-6888

Fax:

Ref:

Email:

PROPERTY ADDRESS

**LOT 2, 9-11 GRAHAM DAFF BOULEVARD
BRAESIDE VIC 3195**

LAND

The land is described in the attached copy title and plan as:
Lot 2 on Plan of Subdivision **PS725934B** and being part
of the land more particularly described in Certificate of Title
Volume 11639 Folio 547 and includes all improvements and
fixtures.

GOODS

NIL

ST. KT

PAYMENT

Price \$175,000.00

Deposit \$17,500.00

Balance \$157,500.00

=====

GST (refer to general condition 13)

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

XXXXXXXXXXXX

If this is a sale of a 'farming business' or '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:

XXXXXXXXXXXXXXXXXXXX

SETTLEMENT

Is due on**28 October 2016**...(or earlier by agreement)... unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

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

Subject to Lease

in which case refer to general condition 1.1.

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

Not applicable

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:

XXXXXXXXXXXXXXXXXXXX

ENCUMBRANCES

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

XXXXXXXXXXXXXXXXXXXX

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

ST, KT -

GUARANTEE

We, STEPHEN JOHN TAYLOR AND KIM MARIE TAYLOR

("the Guarantors") in consideration of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract ("the Contract") for the price and upon the terms and conditions set out DO HEREBY for ourselves our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor(s) that if at any time default shall be made in the payment of any part of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser(s) to the Vendor(s) under the Contract or in the performance or observance of any term or condition of the Contract to be performed and observed by the Purchaser(s) we will forthwith on demand by the Vendor(s) pay to the Vendor(s) any part of the whole of deposit residue of purchase money interest or other moneys which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other moneys payable under the Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

DATED under our hands and seals the 18TH day of OCTOBER 2016

SIGNED SEALED AND DELIVERED by the
said STEPHEN JOHN TAYLOR
in the presence of:

)
) S J Taylor
)

[Signature]
.....

SIGNED SEALED AND DELIVERED by the
said KIM MARIE TAYLOR
in the presence of:

)
) K Taylor
)

[Signature]

VENDORS STATEMENT

pursuant to s.32 Sale of Land Act 1962 (2014 version)

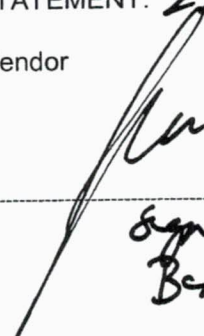
Property: LOT 2, 9-11 GRAHAM DAFF BOULEVARD BRAESIDE VIC 3195

Vendor: BANGPO INVESTMENTS PTY LTD

EXECUTION BY THE VENDOR

DATE OF THIS STATEMENT: 27/9/2016.

Signature of the Vendor

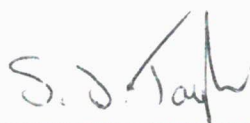

Signed for and on behalf of
Bangpo Investments Pty Ltd.

ACKNOWLEDGEMENT OF RECEIPT BY THE PURCHASER

The purchaser acknowledges having been given a copy of this statement signed by the vendor before the purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT: 18/10/2016

Signature of the Purchaser





Our ref: RJ:2161628

2 December 2016

Re: S & K Taylor Super Pty Ltd purchase from Bangpo Investments Pty Ltd
Property: Lot 2, 9-11 Graham Daff Boulevard, Braeside

STATEMENT OF ACCOUNT

TO: Contract Price	\$175,000.00	
TO: Adjustment of outgoings as per the attached Statement of Adjustments	\$1,032.95	
TO: Mahons Lawyers	\$269.45	
TO: Bank fee for the preparation of settlement cheque	\$12.00	
BY: Deposit Paid		\$17,500.00
BY: Funds required from you to facilitate settlement (\$158,532.95 as per statement of adjustments, stamping and lodging fees and part payment of Mahons costs)		\$165,000.00
TO: State Revenue Office (<i>stamp duty on transfer of land</i>)	\$5,570.00	
TO: Land Titles Office (<i>registration fee on vendor's discharge of mortgage and transfer of land</i>)	\$615.60	
	<hr/>	
	\$182,500.00	\$182,000.00

Yours faithfully,

MAHONS with Yuncken & Yuncken

Per:

E & O E



Statement of Adjustment as at 28/10/2016
Mahons with Yuncken & Yuncken

Purchaser: S & K Taylor Super Pty Ltd ATF Taylor Made Superannuation Fund
Vendor: Bangpo Investments Pty Ltd
Property: Lot 2, 9-11 Graham Daff Boulevard BRAESIDE VIC 3195

Adjustment Description				VENDOR	PURCHASER
Kingston City Council Rates (Annually)		\$915.08		\$0.00	\$614.23
Paid	From: 01 Jul 2016	To: 30 Jun 2017	Purchaser Allows 245 Days		
South East Water - Parks Charge (Annually)		\$74.37		\$0.00	\$49.92
Paid	From: 01 Jul 2016	To: 30 Jun 2017	Purchaser Allows 245 Days		
South East Water - Drainage Fee (Quarterly)		\$29.35		\$0.00	\$20.42
Paid	From: 01 Oct 2016	To: 31 Dec 2016	Purchaser Allows 64 Days		
South East Water - Water Service Charge (Quarterly)		\$30.20		\$0.00	\$21.01
Paid	From: 01 Oct 2016	To: 31 Dec 2016	Purchaser Allows 64 Days		
South East Water - Sewer Service Charge (Quarterly)		\$112.14		\$0.00	\$78.01
Paid	From: 01 Oct 2016	To: 31 Dec 2016	Purchaser Allows 64 Days		
Owners Corporation - Essential Services Fees (Annually)		\$58.82		\$0.00	\$10.29
Paid	From: 01 Jan 2016	To: 31 Dec 2016	Purchaser Allows 64 Days		
Owners Corporation Fees (Annually)		\$991.17		\$0.00	\$173.32
Paid	From: 01 Jan 2016	To: 31 Dec 2016	Purchaser Allows 64 Days		
Additional Fees/Allowances					
Rent - Purchaser allows vendor rent for 2 days @ \$32.88 per day = \$65.75				\$0.00	\$65.75
				<hr/>	<hr/>
Less Vendor's Portion				\$0.00	\$1,032.95
Purchaser to Pay Vendor					<hr/>
					\$0.00
					<hr/>
					\$1,032.95

Statement of Settlement

Purchase Price	\$175,000.00
Plus Adjustments	<hr/>
	\$1,032.95
	<hr/>
	\$176,032.95
 Less Deposit	 \$17,500.00
 BALANCE DUE TO VENDOR	 <hr/>
	\$158,532.95

Cheques

Kingston City Council	\$915.08
South East Water (arrears of \$171.68 & charges of \$246.06)	\$417.74
Trueman Dawson	\$4,161.00
Westpac Banking Corporation	\$153,039.13
	<hr/>
Total:	\$158,532.95

02 December 2016

TRUST STATEMENT

Our Ref: :2161628
 Author: Roger Johnson
 Email: rjohnson@mahons.com.au
 Your Ref:

S & K Taylor Super Pty Ltd
 40 Ilma Grove
 BONBEACH VIC 3196

Re: Purchase of 2/9-11 Graham Daff Boulevard, Braeside, Victoria 3195

Date	Ref	Payee/Payer Details	Debit	Credit	Balance
26/10/2016	DD 55891	Taylor Made Super Settlement money, Stamp duty, Registration fees & Costs Received on 25/10/2016 Receipted by Kerry Richardson	\$0.00	\$165,000.00	\$165,000.00
27/10/2016	PY 50647	South East Water Settlement monies - payment of rates	\$417.74	\$0.00	\$164,582.26
27/10/2016	PY 50648	Kingston City Council Settlement monies - payment of rates	\$915.08	\$0.00	\$163,667.18
27/10/2016	PY 50649	Trueman Dawson Settlement monies	\$4,161.00	\$0.00	\$159,506.18
27/10/2016	PY 50650	Westpac Banking Corporation Settlement monies	\$153,039.13	\$0.00	\$6,467.05
27/10/2016	PY 50650	Westpac Banking Corporation Settlement monies	\$12.00	\$0.00	\$6,455.05
31/10/2016	PY 50662	Land Titles Office Registration fees on Discharge of Mortgage and Transfer of Land	\$615.60	\$0.00	\$5,839.45
31/10/2016	PY 50663	State Revenue Office Stamp duty on Transfer of Land	\$5,570.00	\$0.00	\$269.45
			\$164,730.55	\$165,000.00	\$269.45

Less amount to be transferred on account of this invoice \$269.45

Balance of Trust Account \$0.00

E&OE
MAHONS WITH YUNCKEN & YUNCKEN