

Contract for the sale of land - 2005 edition

TERM

MEANING OF TERM

Vendor's agent

CBRE Pty Ltd
Level 5, 10-14 Smith Street, Parramatta NSW 2150

Phone 02 9891 3330
Fax 02 9891 5533
Ref Elijah Shakir

Co-agent

Vendor

LEDA HOLDINGS PTY LIMITED (ACN 001 404 557)
Level 11, 5 Hunter Street, Sydney

Vendor's Solicitor

HWL EBSWORTH LAWYERS
Level 14, Australia Square, 264-278 George Street, Sydney 2000
GPO Box 5408, Sydney 2001
DX 129 Sydney

Phone 02 2 9334 8555
Fax 1300 369 656
Ref MD:DI:598675

Completion date

refer to clause 33

Land (Address, plan details and title reference)

UNIT 6, 19 CHIFLEY STREET, SMITHFIELD
Lot 6 Strata Plan 90501
Folio Identifier 6/SP90501

Improvements

VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other: Commercial

Attached copies

Documents in the List of Documents as marked or as numbered:
 Other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions

blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other:

Exclusions

None.

Purchaser

SMARTHEAT PROPERTY PTY LTD ATF THE SMITHFIELD PROPERTY TRUST (ACN 159 616 805)
7, 26 James Street, Lidcombe NSW 2141

Purchaser's Solicitor

Hu Solicitors
Suite 811, 401/403 Sussex Street, Sydney NSW 2000

Phone 02 9280 4997
Fax 02 9280 4774
Ref SLP15-0604

Conveyancer

Price

\$1,640,530.00

exclusive of GST

Deposit

\$ 164,053.00

(10% of the price, unless otherwise stated)

Balance

\$1,476,477.00

Deposit to be invested

NO yes - refer to clause 36

Contract date

3 May 2016

(if not stated, the date this contract was made)

See signing page

Vendor

GST AMOUNT (optional)
The price includes
GST of: \$

Witness

See signing page

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
 by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
 GST-free because the sale is the supply of a going concern under section 38-325
 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)


HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number

Beaumont Strata Management, 5/38 Brookhollow Avenue, Baulkham Hills NSW 2153 - T (02) 9846 1614

Signature Page

Vendor

Executed by Leda Holdings Pty Limited)
ACN 001 404 557 in accordance with its)
Constitution)
Authority: Section 127 of the *Corporations Act*
2001 (Cth):


.....
Director

William Robert Ell
.....
(Print) Full Name


.....
Director/Secretary

Robert John Ell
.....
(Print) Full Name

Purchaser

Executed by SMARTHEAT PTY LIMITED ACN 116 552
320 in accordance with section 127(1) of the *Corporations*
Act 2001 (Cth) by:

.....
Signature of sole Director and sole Company Secretary

Yunchan Kim

.....
Full name (print)

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TERM	MEANING OF TERM	
Vendor's agent	CBRE Pty Ltd Level 5, 10-14 Smith Street, Parramatta NSW 2150	Phone 02 9891 3330 Fax 02 9891 5533 Ref Elijah Shakir
Co-agent		
Vendor	LEDA HOLDINGS PTY LIMITED (ACN 001 404 557) Level 11, 5 Hunter Street, Sydney	
Vendor's Solicitor	HWL EBSWORTH LAWYERS Level 14, Australia Square, 264-278 George Street, Sydney 2000 GPO Box 5408, Sydney 2001 DX 129 Sydney	Phone 02 2 9334 8555 Fax 1300 369 656 Ref MD:DI:598675
Completion date	refer to clause 33	
Land (Address, plan details and title reference)	UNIT 6, 19 CHIFLEY STREET, SMITHFIELD Lot 6 Strata Plan 90501 Folio Identifier 6/SP90501	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			

Exclusions None.

Purchaser **SMARTHEAT PROPERTY PTY LTD ATF THE SMITHFIELD PROPERTY TRUST** (ACN 159 616 805)
7, 26 James Street, Lidcombe NSW 2141

Purchaser's	Hu Solicitors Suite 811, 401/403 Sussex Street, Sydney NSW 2000	Phone 02 9280 4997 Fax 02 9280 4774 Ref SLP15-0604
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Price \$1,640,530.00 exclusive of GST
 Deposit \$ 164,053.00 (10% of the price, unless otherwise stated)
 Balance \$1,476,477.00

Deposit to be invested NO yes - refer to clause 36

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See signing page

Vendor

See signing page

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GST of: \$

Witness

Purchaser JOINT TENANTS tenants in common in unequal shares

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- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
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- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number
 Beaumont Strata Management, 5/38 Brookhollow Avenue, Baulkham Hills NSW 2153 - T (02) 9846 1614

Signature Page

Vendor

Executed by **Leda Holdings Pty Limited**)
ACN 001 404 557 in accordance with its)
Constitution)
Authority: Section 127 of the *Corporations Act*
2001 (Cth):

.....
Director

William Robert Ell

.....
(Print) Full Name

.....
Director/Secretary

Robert John Ell

.....
(Print) Full Name

Purchaser

Executed by **SMARTHEAT PROPERTY PTY LIMITED**
ACN 159 616 805 in accordance with section 127(1) of
the *Corporations Act 2001* (Cth) by:

.....
Director

Jung Wha Kim

.....
(Print) Full Name

.....
Director/Secretary

Yun Chan Kim

.....
(Print) Full Name

Schedule 4

Guarantee and Indemnity (clause 60)

1. The Guarantor must execute this contract.
2. The Guarantor enters this contract, and incurs obligations and gives rights under the guarantee and indemnity, for the valuable consideration of among other things, the vendor agreeing to enter this contract at the request of the Guarantor.
3. The covenants, guarantees and indemnities in this Schedule 7 are severable.
4. The Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (a) that the purchaser will pay to the vendor the balance of the price and every other amount that the purchaser must pay under this contract; and
 - (b) the performance of the purchaser's obligations.
5. The Guarantor indemnifies the vendor against a claim or action and cost relating to the purchaser's breach, default or attempted breach or default of its obligations.
6. This guarantee and indemnity:
 - (c) is a principal obligation;
 - (d) is irrevocable and remains in full force and effect until discharged; and
 - (e) binds the estates of each Guarantor.
7. The parties must not treat this guarantee and indemnity as ancillary or collateral to any other right or obligation.
8. The vendor may enforce this guarantee against the Guarantor without first exhausting a remedy that it may have against the purchaser.
9. The Guarantor must pay on demand any money due to the vendor that relates to the indemnity including but not limited to:
 - (f) the balance of the price;
 - (g) the adjustments due to the vendor on completion; and
 - (h) interest that the purchaser must pay to the vendor.
10. The Guarantor and the purchaser are jointly and severally liable to the vendor for:
 - (i) the purchaser's observance and performance of its obligations; and
 - (j) damage that the vendor incurs as a result of any one or more of:
 - (i) the purchaser's failure to observe and perform its obligations under this contract;
 - (ii) its default under this contract; and
 - (iii) the vendor's termination of this contract.
11. The purchaser or the Guarantor must pay all money payable to the vendor and duly perform their several obligations before either may claim or receive the benefit of:

- (k) a dividend or distribution of a person, liable jointly with the purchaser or the Guarantor, to the vendor;
 - (l) a payment out of the estate or assets of a person, liable jointly with the purchaser or the Guarantor, to the vendor; or
 - (m) a payment in the liquidation, winding up or bankruptcy of a person, liable jointly with the purchaser or the Guarantor, to the vendor.
12. Clause 11 applies equally if the person is liable under a security for money that the purchaser or the Guarantor must pay.
13. The purchaser or the Guarantor must pay all money payable to the vendor and perform their several obligations before either may prove in competition with the vendor:
- (n) in an estate; or
 - (o) in relation to an asset in a liquidation, winding up or bankruptcy.
14. Clause 13 only applies if the amount that the vendor is entitled to is reduced as a result.
15. Upon the written request of the vendor, the Guarantor must pay the vendor all expenses that the vendor incurs in respect of the vendor's exercise or attempted exercise of a right of the vendor under this Schedule 7.
16. The Guarantor's obligations are not affected if:
- (p) the vendor releases or enters into a composition with the purchaser;
 - (q) a payment made to the vendor is later avoided; or
 - (r) the vendor assigns or transfers the benefit of this contract.
17. If the vendor assigns or transfers the benefit of this contract, then the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
18. The obligations of the Guarantor under this Schedule 7 are not released, discharged or otherwise affected by:
- (s) failure by one or more Guarantors to execute this guarantee and indemnity, validly or otherwise;
 - (t) the grant of time, waiver, covenant not to sue or other indulgence;
 - (u) the release, including but not limited to a release as part of a novation, or discharge of a person;
 - (v) an arrangement, composition or compromise that a person enters into;
 - (w) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (x) a variation of this contract including, but not limited to a variation in the date of completion;
 - (y) a moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor in any way;
 - (z) payment to the vendor, including but not limited to a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;

- (aa) the purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
- (bb) a person being appointed in respect of the purchaser or any of its assets or undertakings, including but not limited to a receiver or manager or both, or a liquidator, or administrator.

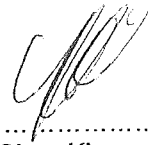
Signed by Yun Chan Kim
in the presence of:

)
)



.....
Signature of Witness

Chen Chen
.....
(Print) Name of Witness



.....
Signature of Yun Chan Kim

.....
Address

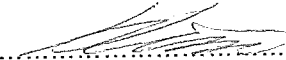
Signed by Jung Wha Kim
in the presence of:

)
)



.....
Signature of Witness

Chen Chen
.....
(Print) Name of Witness



.....
Signature of Jung Wha Kim

.....
Address