

Butterfield Conveyancing

JUAN ZHENG

(Vendor)

CONTRACT OF SALE OF REAL ESTATE

UNIT 4 26-28 BENNETT STREET BURWOOD VIC 3125

(Property)

Butterfield Conveyancing

Suite 6, 17 Carrington Road, Box Hill VIC 3128

T: 61 3 9899 8028

F: 61 3 9899 6472

E: info@butterfieldconveyancing.com

Ref: V181844

CONTRACT OF SALE OF REAL ESTATE

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

The Vendor agrees to sell and the Purchaser agrees to buy the Property, being the Land and the Goods, for the Price and on the terms set out in this Contract.

The terms of this Contract are contained in the:

- * Particulars of sale; and
 - * Special conditions, if any; and
 - * General conditions in Form 2 of the *Estate (Contracts) Regulations* 2008; and
- in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period - Section 31 sale of Land Act 1962

You may end this Contract within 3 clear business days of the day that you sign the Contract if none of the exceptions listed below applies to you.

You must either give the Vendor or the Vendor's Agent written notice that you are ending the Contract or leave the notice at the address of the Vendor or the Vendor's Agent to end this Contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the Contract in this way.

EXCEPTIONS

The 3-day cooling-off period does not apply if:

- you bought the Property at or within 3 clear business days before or after a publicly advertised auction; or
- the Property is used primarily for industrial or commercial purposes; or
- the Property is more than 20 hectares in size and is used primarily for farming; or
- you and the Vendor previously signed a similar contract for the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the Vendor about the amount of the deposit monies payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this Contract.

The authority of a person signing:

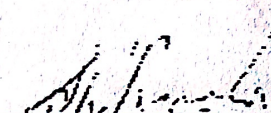
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this Contract.

SIGNED BY THE PURCHASER

on 16/05/2018/19



Purchaser

SHAANE BROOKS

print name(s) of person(s) signing
state nature of authority if applicable (e.g. "director", "attorney under power of attorney")
This offer will lapse unless accepted within [] clear business days
(3 days if none specified).

SIGNED BY THE VENDOR

on 17 May 2018

X  _____
Vendor

X DAIZE LI
print name of person signing AS POWER OF ATTORNEY
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.

PARTICULARS OF SALE

Vendor's estate agent

BARRY PLANT GLEN WAVERLEY
261 SPRINGVALE RD GLEN WAVERLEY
9803 0600

Vendor

JUAN ZHENG
of 2/25 BROUGHAM STREET BOX HILL VIC 3128

Vendor's legal practitioner or conveyancer

Butterfield Conveyancing Centre Pty Ltd
Suite 8, 17 Carrington Road, Box Hill VIC 3128
T: 9899 8028 F: 9899 8472
E: info@butterfieldconveyancing.com

Purchaser

SHANE BROOKS AND/OR NOMINEES
64 KING STREET, ESSENDON
0419 393 719

Purchaser's legal practitioner or conveyancer

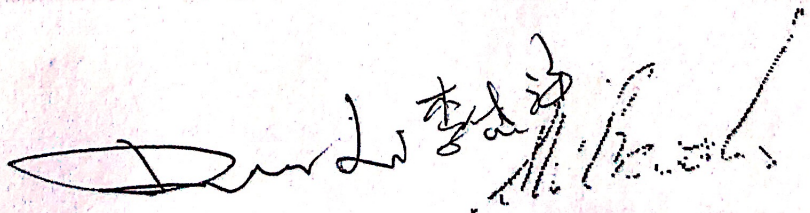
Property address

UNIT 4 28-28 BENNETT STREET BURWOOD VIC 3126

Land

The land is described in the attached copy Title and Plan as Lot 4 on Plan of Subdivision 788025V, being the Land more particularly described in certificate of title VOLUME 11620 FOLIO 702;

and includes all improvements and fixtures.



Goods sold with the Land (General Condition 2,3(f))

All fixed floor coverings, electric light fittings, window furnishings and all other fixtures and fittings as inspected by the Purchaser on the Day of Sale.

Payment (General Condition 11)

Price: \$ 905,000

Deposit: \$ 90,500 (being 10% of the Price payable on the Day of Sale)

Balance: \$ 814,500 payable at settlement

GST (General Condition 13)

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

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

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

Settlement (General Condition 10)

Is due on 16/08/2019

or earlier by mutual 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.

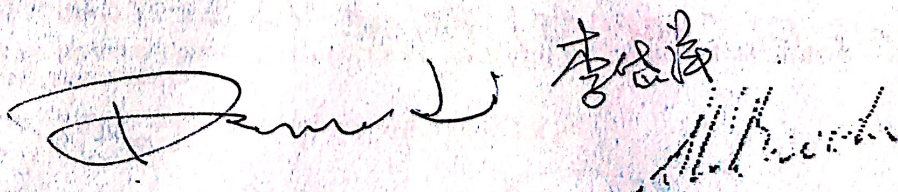
Lease (General Condition 1.1)

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

If 'subject to lease' then particulars of the lease are: refer to the attached lease documents.

Terms Contract (General Condition 23)

If this Contract is intended to be a terms contract within the meaning of the Sale of Land Act 1952 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



[]

Encumbrances

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

[]

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

Encumbrances to be assumed by the Purchaser are:

All registered easements and covenants (if any)

Any easements and covenants disclosed in the Vendor's Statement attached to this Contract of Sale.

Encumbrances (if any) to be created by registration of the Plan of Subdivision.

Special conditions

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

Special Conditions

If the sale is subject to 'special conditions' then particulars of the special conditions are: see attached.

Loan (refer to general condition 14)

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

Lender:

Loan amount \$

Approval date / / 20

THE VENDOR AGREES TO HAVE THE PROPERTY PROFESSIONALLY CLEANED (INCLUDING STEAM CLEANING OF CARPETS) PRIOR TO SETTLEMENT.

John Li [Signature]