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TRANSFER

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only	Office of State Revenue NSW Treasury
	Client No: 3323749
	Duty: \$10.00 Trans No: 709359
	Asst details: NHA

(A) **TORRENS TITLE** Folio 6 Part 17/1055166 now being Folio Identifier 6/

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODES T TW
		Reference:	

(C) **TRANSFEROR** Krigus Pty Limited ABN 51 039 866 024

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 290,000.00 and as regards

(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) **ENCUMBRANCES** Encumbrances (if applicable):

(H) **TRANSFeree** Anecito Jr Sagrado MANTILLA and Charina MANTILLA

(I) **TENANCY:** Joint Tenants

DATE

(J) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: _____
Authority: _____

Signature of authorised person: _____	Signature of authorised person: _____
Name of authorised person: _____	Name of authorised person: _____
Office held: _____	Office held: _____

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

Signature: 

Signatory's name: Marigold Suasin
Signatory's capacity: solicitor

(K) The transferee _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	REN 166 Hannell Street, Wickham, NSW 2293	Phone: 4016 6900 Fax: 4016 6901 Ref: David Podmore
Co-agent		
Vendor	Krigus Pty Limited ABN 51 039 866 024 as trustee for Krigus Discretionary Trust 42/42 Warburton Street, North Ward, QLD 4810	
Vendor's Solicitor	Evans & Wislang 2 Princeton Avenue, KOTARA NSW 2289 PO Box 93, KOTARA NSW 2289	Phone: 02 4952 5344 Fax: 02 4952 5399 Ref: RE:SK
Completion date	See special condition 19 (clause 15)	
Land (Address, plan details and title reference)	Lot 6 Paddock Close, Elmore Vale 2287 Unregistered Plan: Lot 6 in an unregistered plan which is part of Lot 17 Plan 1055166 Part Folio 17/1055166	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input 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 type="checkbox"/> other: Vacant Land	
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 type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
Exclusions				
Purchaser	<i>Sagrado</i> Anecito Jr Mantilla and Charina Mantilla 17 Valley View Crescent, Glendale, NSW 2285			
Purchaser's solicitor	Clara Suasin Solicitors	Phone: 9832 2948	Fax: 9832 0628	Ref: Clara Suasin
	PO Box 291, Rooty Hill NSW 2766			
Price	\$290,000.00			
Deposit	\$29,000.00 (10% of the price, unless otherwise stated)			
Balance	\$261,000.00			
Contract date	<i>26 April 2013</i>		(if not stated, the date this contract was made)	

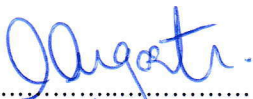
See annexure

Vendor	Witness
<div style="border: 1px dashed black; padding: 5px; display: inline-block;"> GST AMOUNT (optional) The price includes GST of: </div>	

Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness
Tax information (the parties promise this is correct as far as each party is aware)		
Land tax is adjustable	<input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> yes	
GST: Taxable supply	<input type="checkbox"/> NO <input checked="" type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent	
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> yes	
This sale is not a taxable supply because (one or more of the following may apply) the sale is:		
<input type="checkbox"/> not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))		
<input type="checkbox"/> by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))		
<input type="checkbox"/> GST-free because the sale is the supply of a going concern under section 38-325		
<input type="checkbox"/> GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O		
<input type="checkbox"/> 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

Executed by:
Corporation: Krigus Pty Limited ABN 51 039 866 024
S. 127 Corporations Act 2000



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Angelo Michael William Augustis
Sole Director

1 Real Estate Agents

The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendors agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion

2 Notice to complete

2.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

2.2 In the event that the Vendor issues a notice to complete pursuant to 2.1 then the Purchaser agrees to pay the sum of \$200.00 plus GST to the Vendor's solicitor on completion to reimburse the Vendor for the cost of issuing the notice to recover any other damages.

3 Condition of property

The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

4 Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

4.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's conveyancer and thereupon this contract will be at an end and the provisions of clause 19 apply; or

4.2 Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

5 Late completion

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this contract is not completed for any reason (other than the Vendor's default) on or before the completion date then in addition to any other right which the Vendor may have under this contract or otherwise the Purchaser will on completion of this contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

6 ~~GST~~

~~The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.~~

7 Claims by the Purchaser

7.1 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clauses 7 and 8 hereto entitling the Vendor to rescind this contract.

8 Deposit Bond

In the event of the Vendor accepting the payment of the deposit by way of a bond, the following shall apply;

(i) The expression "Bond" in this contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this contract or otherwise agreed between the Vendor and the Purchaser).

(ii) The delivery to the Vendor's Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (a) and (b) of this sub-clause be deemed for the purposes of this contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in the contract to receive the deposit, and the following provisions shall apply: -

(a) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or

(b) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made

The parties further acknowledge and agree that the further counterpart of the Contract shall bear the date of this Contract (hereinafter called "the date of the further counterpart of the Contract").

The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the date of the further counterpart of the Contract.

17 COUNCIL RATES, WATER RATES

The Vendor warrants that all contractual and statutory charges shall be paid within the time required for payment by any such authority. For the purpose of adjustment and in the event that separate assessments have not issued, adjustments shall be effected on a paid basis and apportioned on the following allowances:

- a) Lake Macquarie City Council \$1,500.00 per annum;
- b) Hunter Water Corporation \$220.00 per billing cycle.

18. REGISTRATION OF PLAN OF SUB-DIVISION

Completion of this Contract is subject to registration of a Plan of Sub-division (herein "the Plan") and Section 88B instrument (herein "the Section 88B instrument") in accordance with Annexure A hereto, or such further and/or other plan by the Land and Property Information Service within eighteen (18) months from the date of this Contract, and in amplification of the foregoing it is expressly agreed and declared that:

- (a) the Purchaser shall not be entitled to make any objection requisition or claim in respect of:
 - (i) any minor variation or alteration as regards the property and the similar or like parcel in the Plan as finally approved and registered, provided however, that any such minor variation or alteration shall have been required by the Council, any other public or statutory authority or by the Land and Property Information Service for the purposes of or in connection with the approval and registration of the Plan;
 - (ii) any minor variation or alteration to the lot as registered, which variation or alteration may be required by Council, any other public or statutory authority or by the Land and Property Information Service in the size or location of any lot in the Plan (other than the property agreed to be sold) for the purposes of or in connection with the approval and registration of the Plan;
 - (iii) the creation or the absence of the creation of any easement for drainage along or in the general position of the natural water-courses shown on the Plan;
 - (iv) For the purposes of these clause (i) and (ii) above a variation or alteration will be deemed "minor" if it has the affect of dcreasing the area or a dimension of the lot by less then 5%.
- (b) The Vendor shall take all reasonable steps to obtain approval for and registration of the Plan of subdivision on or before the expiry of eighteen (18) months from the date of this Contract. If the Plan is not approved and registered within that time, either party may before registration of the Plan rescind this Contract by serving written notice whereupon the provisions of Clause 19 shall apply;
- (c) The Vendor will use reasonable effort to obtain approval and registration of the Plan within the time referred to above but shall not be obliged to institute any proceedings by way of appeal against the Council's decision or the Council's failure to make a decision.

19 COMPLETION

Completion shall be the later of the following:

- (a) on or before 21 days of service of notification of registration of the Plan on the Purchaser's solicitor; or
- (b) 28 days from the date of exchange of the Contract. ~~X~~