

DAVID WILKINSON & CO

LEGAL PRACTITIONERS
DAVID WILKINSON GROUP PTY. LTD.
(ACN 082 616 813)
(ABN 64 082 616 813)

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30-32 ALCHESTER CRESCENT
BORONIA VIC 3155
PO BOX 217, THE BASIN 3154
TELEPHONE: (03) 9761-2355
FAX: (03) 9761-2643
DX 15503 BORONIA
email:dwilkco@netcore.com.au

Our Ref : DW.HS 07 5686 6699
Your Ref :

18 September, 2007

Mr. S. Thrush
27 Bolan Street
BALMORAL 4171

Dear Sir,

RE : PURCHASE FROM MCKECHNIE
PPTY : 9 BARRY STREET, BAYSWATER

We enclose herewith Section 32 and Contract of Sale (in duplicate) for your perusal and if in order for signing. Please return one signed copy to our office.

If you have a Solicitor acting on your behalf, please advise their contact details. We confirm that you will require assistance to complete the transaction.

Yours faithfully,



SENDER TO KEEP
BN1427413

DAVID WILKINSON & CO
Encs.



Volume 08965 Folio 984

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Produced 11/12/2007

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CERTIFICATE OF TITLE - VICTORIA

Under the Transfer of Land Act 1958

I certify that the registered proprietor is the proprietor of the estate and interest in the land subject to the encumbrances, caveats and notices described



REGISTRAR OF TITLES

LAND DESCRIPTION

Lot 1 on Title Plan 597387A (formerly known as part of Lot 5 on Plan of Subdivision 058498).

PARENT TITLE Volume 08486 Folio 985

Created by instrument E591796 06/11/1972

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

STANLEY THOMAS THRUSH

ROBERT GORDON FAWKES

BRENDA EUNICE FAWKES

HANNAH LOUISE THRUSH all of 27 BOLAN STREET BALMORAL QLD 4171
AF526034K 11/12/2007

ENCUMBRANCES, CAVEATS AND NOTICES

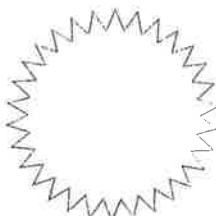
Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP597387A FOR FURTHER DETAILS AND BOUNDARIES

END OF CERTIFICATE

THIS CERTIFICATE CONTAINS INFORMATION CORRECT AT THE TIME OF PRINTING.
CURRENT INFORMATION SHOULD BE OBTAINED BY A SEARCH OF THE REGISTER.



CONTRACT OF SALE OF REAL ESTATE

PARTIES:-

VENDORS:-

Niel McKechnie & Margery Elizabeth McKechnie

PURCHASERS:-

Stanley Thomas Thrush & Robert Gordon Fawkes & Brenda Eunice Fawkes &
Hannah Louise Thrush

PROPERTY:-

9 Barry Street, Bayswater 3153

DAVID WILKINSON & CO.
Solicitors
SUITE 2, 30-32 ALCHESTER CRESCENT,
DX 15503
BORONIA 3155

Tel. 9761 2355
Fax. 9761 2643

David Wilkinson & Co.

CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

If none of the exceptions listed below applies to you, you may end this contract within 3 clear business days of the day that you sign the contract.

To end this contract within this time, 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.

If you end this contract in this way, you are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the purchase price (whichever is more).

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

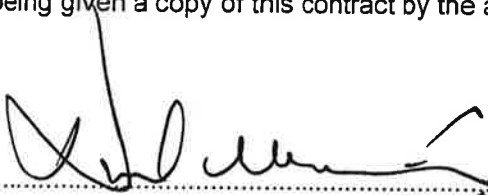

- You bought the property at or within 3 clear business days **before or after** a publicly advertised auction
- You received independent advice from a solicitor before signing the contract
- The property is used mainly for industrial or commercial purposes
- The property is more than 20 hectares in size and is used mainly for farming
- You previously signed a similar contract for the same property
- You are an estate agent or a corporate body.

The conditions of this contract are contained in the attached -
Particulars of Sale;
Schedule;
General Conditions; and
Special Conditions (if any).

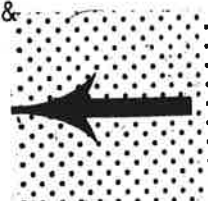
The Vendor sells and the Purchaser buys both the Property and the Chattels for the price and upon the conditions set out in this contract.

The Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962 is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signing.

  Vendor
NIEL MCKECHNIE & MARGERY ELIZABETH MCKECHNIE

   Purchaser
STANLEY THOMAS THRUSH & ROBERT GORDON FAWKES & BRENDA EUNICE FAWKES &
HANNAH LOUISE THRUSH



MEMO

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The Purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the Purchaser is taking over an existing mortgage:-
 - (a) the Purchaser assumes liability for the mortgage;
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date; 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.

Loss or Damage Before Settlement

- 2.1 The Vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The Vendor must deliver the property and the chattels to the Purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the Purchaser is only entitled to compensation from the Vendor.

Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the Vendor. The Purchaser may end the contract if the loan is not approved by the approval date only if the Purchaser:-
 - (a) has made immediate application for the loan;
 - (b) has done everything reasonably required to obtain approval of the loan;
 - (c) serves written notice ending the contract on the Vendor on or before two business days after the approval date, and;
 - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the Purchaser if the contract is ended.

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then:-
 - (a) the Vendor must arrange the discharge of any mortgage affecting the land by the settlement date;
 - (b) all money payable under the contract must be paid to a duly qualified Legal Practitioner or a licensed Estate Agent to be applied towards discharging the mortgage;
 - (c) the Purchaser must pay interest to the Vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule;
 - (d) the Vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

Nominee

5. If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 14 days before settlement date, 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.

Payment

- 6.1 The Purchaser must pay all money (except the deposit) to the Vendor, the Vendor's Solicitor or at the direction of the Vendor.
- 6.2 The Purchaser must pay the deposit:-
 - (a) to the Vendor's Estate Agent or, if there is no Estate Agent, to the Vendor's Solicitor; or
 - (b) if the Vendor directs, into a special purpose banking account specified by the Vendor in the joint names of the Purchaser and the Vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit:-
 - (a) must not exceed 10% of the price; and
 - (b) must be paid:-
 - (i) to the Vendor's Solicitor or Estate Agent to be held by the Solicitor or Estate Agent on trust for the Purchaser; or
 - (ii) if the Vendor directs, into a special purpose banking account in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendoruntil the registration of the plan.

Breach

7. 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.

Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation

- 9.1 The general conditions in Table A of the Seventh Schedule of the Transfer of Land Act 1958 apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the Property Law Act 1958 apply if the land is not under the operation of the Transfer of Land Act 1958.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

10. In case of a conflict between the conditions the order of priority is:-
 - (a) any special conditions in this contract;
 - (b) general conditions in this contract;
 - (c) general conditions in legislation.

Conditions

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The Purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the Vendor or the Vendor's Solicitor at least 10 days prior to the settlement date.
- 13.2 The Vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the Vendor for settlement.

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a Solicitor representing them, the dispute cannot be heard until that party instructs a Solicitor.
2. An **agreed** Statement of Facts must be signed by all parties and referring Solicitors and must include:-
 - 2.1 A clear and concise statement of all the relevant **agreed** facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are **agreed** between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the **agreed** facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right:-
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring Solicitors within seven days of the dispute being decided.

PARTICULARS OF SALE

**VENDOR'S
REPRESENTATIVE**

DAVID WILKINSON & CO.
Suite 2, 30-32 Alchester Cres., Boronia
3155
DX: 15503 BORONIA

REF: /
FAX: 03 9761 2643
PH: 03 9761 2355

**PURCHASER'S
REPRESENTATIVE**

DX:

REF:
FAX:
PH:

VENDOR

NIEL McKECHNIE & MARGERY ELIZABETH McKECHNIE
Trading as **N & M McKECHNIE ENTERPRISES**
10 Dinsdale Street, Boronia 3155

PURCHASER

**STANLEY THOMAS THRUSH & ROBERT GORDON FAWKES &
BRENDA EUNICE FAWKES & HANNAH LOUISE THRUSH**
As Trustees for **BROST SUPERANNUATION FUND**
27 Bolan Street, Balmoral 4171

LAND

Lot No. 1 on Plan of Subdivision No. TP597387A and being the land more particularly described in Certificate of Title Volume 8965 Folio 984

PROPERTY ADDRESS

the land together with any improvements known as
9 Barry Street, Bayswater 3153

CHATELS

PRICE

\$380,000.00 Plus any GST

DEPOSIT

BALANCE

\$380,000.00 Plus any GST

PAYMENT OF BALANCE

SETTLEMENT DATE

Is the date upon which receipts of the rents and profits of the property and chattels shall be given, namely, upon acceptance of Title and payment of the whole of the purchase price.

DAY OF SALE

is the date of this Contract namely the day of 2007

SCHEDULE

ITEM 1
(GC1)

Encumbrances -

- * Any easements and covenants disclosed in the Vendor's Statement.
- * Leases -
- * Mortgage Nos.
(Include Schedule 1 particulars as specified in section 6(2) of the *Sale of Land Act 1962*).

ITEM 2 (GC 4) Interest%pa with *rests and payable*

SPECIAL CONDITIONS ("SC")

1 GST

- 1.1 and
- 1.2 If the price is expressed as a dollar amount "plus any GST", the purchaser must pay to the vendor at settlement, in addition to the dollar amount specified an amount equal to the GST payable by the vendor in respect of the sale. The vendor must notify the purchaser in writing of the amount payable on account of GST not less than three (3) business days before settlement.
- 1.3 If it is available the purchaser may notify the vendor in writing within ten (10) business days of the sale that the margin scheme must be applied to the sale failing which the vendor may elect whether or not the margin scheme will apply. The vendor will be bound by the election of the purchaser and must obtain any requisite valuation but the purchaser must bear the valuation fee.
- 1.4 The parties agree that this is a contract for the supply of a going concern and the price specified does not include GST
The purchaser therefore
 - 1.4.1 warrants that it is registered for GST purpose but
 - 1.4.2 agrees to pay to the vendor for the amount of GST (if any) payable by the vendor in respect of the sale upon delivery by the vendor of a valid tax invoice.
- 1.5
 - 1.5.1 The vendor warrants that the property is land on which a farming business has been carried on for at least the five (5) years) preceding this sale.
 - 1.5.2 The purchaser warrants that the purchaser intends that a farming business will be carried on, on the land, but agrees to pay to the vendor the amount of GST (if any) payable to the vendor in respect of the sale, upon delivery by the vendor of a valid tax invoice.
 - 1.5.3 "Farming business" has the meaning given to it by the GST law.

This special condition will not merge upon settlement. In this special condition GST includes any penalties and interest imposed under the GST law.

* **Delete or insert as appropriate wherever the asterisk (*) appears**

** If the GST will not apply to the sale, and no part of SC 1 is otherwise relevant, SC 1 may be deleted.

Note: In this contract, "GST" means the goods and services tax imposed by the new Tax System (Goods and Services Tax) Act 1999 (as amended),

SPECIAL CONDITIONS

1. "GST" means GST within the meaning of the GST Act
2. "GST Act" means *A New Tax System (Goods & Services Tax) Act 1999*
3. Expressions used in this special condition that are defined in the GST Act have the same meaning as given to them in the GST Act
4. The purchase price is exclusive of GST
5. The consideration payable for any taxable supply made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply
6. This Contract shall be read and construed so as to comply with all requirements of law, and anything in this Contract which might but for this condition be contrary thereto or not in accordance therewith shall be deemed amended to comply therewith.
7. The Purchaser acknowledges that the said Agent (or any employee or person acting on behalf of the Agent) has not made any promise to the Purchaser with respect to the obtaining of a loan of money to defray some or all of the cost of the purchase money in this matter, and further acknowledges having been given by the Vendor a Statement signed by the Vendor pursuant to Section 32 (2) of the Sale of Land Act 1962 as presently amended.
8. The deposit moneys, as defined in Division 3 of Part 1 of the Sale of Land Act 1962, shall be held in accordance with that Division.
9. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars aforesaid. He shall not make any requisition or objection or claim any compensation or damages for any alleged misdescription of the land or deficiency in its area or measurements or failure to give possession of any area or if there is any excess area or call upon the Vendor to amend Title, or to move any fence, or bear all or any part of the cost of doing so. Condition 3 of the said Table "A" shall not apply to this Contract. The description of the property address herein shall not be taken as describing the land sold or possessed or to be transferred.
10. The price of land has been agreed upon the basis of existing amenities and features and the Purchasers shall assume responsibility for and indemnify the Vendor against all charges or other liabilities and obligations in respect of any roadmaking, footpath construction, sewerage, fencing or other works whatsoever which have not actually been commenced at the date hereof notwithstanding that any notices or accounts in respect of any such works may have been issued but not yet received by the Vendor or not be addressed to the Vendor. The Vendor warrants that no notice or account in respect of any such works had been received by the Vendor at the time of signing this Contract of Sale, except as disclosed in the Vendor's Statement or these Special Conditions.
11. The Purchaser buys subject to any restrictions imposed by and to the provisions of any applicable Town Planning Act or Scheme.
12. The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the said price.

13. It is hereby agreed and declared that there are no conditions warranties or other terms affecting this sale other than those embodied in writing herein, and the Purchaser shall not be entitled to rely on any representations alleged to have been made by the Vendor or the Vendor's Agents except such as are made conditions in this written Contract, and in particular there is no warranty or condition express or implied by law or the Vendor as to the condition of or, fitness for any purpose or of merchantable quality or otherwise of any of the improvements or the said land or any of the chattels, fixtures and fittings included in the sale.
14. If any provision of this Contract remains to be performed or is capable of having purpose or effect after the final settlement date, this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land, and that provision shall not merge in the Instrument of Transfer of the Land.
15. If the Purchaser defaults in payment of any moneys due under this Contract then without prejudice to any other rights of the Vendor the Purchaser shall pay to the Vendor interest at a rate of Three per cent higher than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default. Condition 4 of the said Table A shall not apply to this Contract.
16. Notwithstanding General Condition 9 of Table A of the Transfer of Land Act 1958 (adjustment of outgoings), if any Water Board water rates are assessed to the property by the use of a meter in proportion to the quantity of water used then they shall be apportioned between the parties on the basis that the Vendor shall only bear the cost of water used to the date of possession hereunder. Any Water Board rate or part thereof not so assessed on a metered basis shall be adjusted in accordance with the said General Condition 9. The Purchaser shall just prior to settlement obtain any necessary meter reading.
17. The parties authorise the Vendor's Solicitors to invest the deposit moneys or any part of them in an interest-bearing bank account of the Vendor's Solicitors including an account for two or more persons with the Commonwealth Bank of Australia. The interest to accrue on such deposit moneys shall be paid to the Vendor unless the Purchaser shall be entitled to a refund of the deposit moneys, in which case the interest shall be paid to the Purchaser. If either the Vendor or Purchaser require such moneys to be so invested, that party shall first provide the Vendor's Solicitors with the Tax File Number of each Vendor and Purchaser with a written request for such investment.

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

VENDOR(S) : NIEL MCKECHNIE & MARGERY ELIZABETH MCKECHNIE

PROPERTY : 9 BARRY STREET, BAYSWATER 3153

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or 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. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected with the property. Details must be attached where necessary, if insufficient space is available.

1. RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the property (registered or unregistered) –

1.1 Description -

There are no registered easements, covenants, leases or other similar restrictions affecting the property nor any caveats lodged other than the restrictions (if any) as set out in the attached copies of title documents, save that any pipes, sewers or drains may be laid outside the registered easement(s).

1.2 Particulars of any existing failure to comply with their terms are as follows -
The vendor is not aware of any existing failure to comply.

2 PLANNING & ROAD ACCESS

Information concerning any planning instrument -

Is as follows -

2.1	Name	Knox Planning Scheme
2.2	Responsible Authority	City of Knox
2.3	Zoning and/or Reservation	Industrial 1 Zone

**The property is in the Melbourne metropolitan area (as defined by the Act).
There is access to the property by road.**

Important notice to purchasers:

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

3 OUTGOINGS & STATUTORY CHARGES

Information concerning any rates, taxes, charges or other similar outgoings (including and Body Corporate charges) AND any interest payable on any part of them -

3.1 Their amounts are as follows -

Any amounts (including any proposed Body Corporate levy) for which the purchaser may become liable in consequence of the purchase of the property, are as follows -
Usual adjustments of rates at settlement.

3.2 Their total does not exceed \$1,600.00

**3.3 The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is -
None to the vendors knowledge.**

4. **SERVICES**

Information concerning the supply of the following services -

SERVICE	CONNECTED	NAME OF AUTHORITY
Electricity	Yes	
Gas	No	
Water	Yes	South East Water
Sewerage	Yes	South East Water
Telephone	Yes	

The Vendor reserves the right to have some of the services listed above disconnected prior to settlement. Any costs of reconnection will be paid for by the Purchaser. Pursuant to general condition 16.2 of the Contract of Sale the Purchaser assumes responsibility for the Transfer of services into the name of the Purchaser and the Vendor makes no representation in relation to the status of the services after the day of sale.

5. **BUILDING APPROVALS AND INSURANCE**

Particulars of any building approval granted during the past seven years under the *Building Control Act 1981* or the *Building Act 1993* (required only where property includes a residence) -

No such approvals have been granted.

Particulars of any required **guarantee** issued in the past seven years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner-builder) -

Not applicable

Particulars of any required **insurance** effected in the past six years and six months under the *Building Act 1993* (required where the property includes a residence to which s.137B *Building Act 1993* applies) -

No such insurance has been effected

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as it otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvement to the property sold.

6. **NOTICES**

Particulars of 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, including any -

- 6.1 Affecting the Body Corporate and any other liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the property -
- 6.2 Quarantine or stock order imposed under the *Stock Diseases Act 1968* (whether or not the quarantine or order is still in force) -
- 6.3 Notice pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986* -

None to the vendors knowledge.

The vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

7. GOODS AND SERVICES TAX

The sale price in any contract for this property is exclusive of Goods and Services Tax ("GST"). Should GST be or become payable on the sale of this property the price will be increased by the amount of GST so payable.

8. REPRESENTATIONS AND WARRANTIES

The contract between the Vendor and the Purchaser shall not include Condition 1 of Table A of the Seventh Schedule of the Transfer of Land Act. The Purchaser shall not be entitled to deliver any further requisitions or enquires to the Vendor in relation to the Title to the property or the subject matter of the Contract. The Vendor makes the following warranties in relation to the Title and the property:

- 8.1 The Vendor will be entitled/will be in possession of the property on or before the settlement date;
- 8.2 If the property is affected by a Body Corporate the Purchaser should obtain a Form 3 Certificate from the Secretary/Manager of the Body Corporate prior to the settlement date;
- 8.3 The Vendor warrants that he owns all fixtures and chattels listed in the Contract;
- 8.4 The property is not subject to or affected by any legal proceedings;
- 8.5 The property is not subject to any encumbrances not disclosed in the Vendor Statement or any encumbrances not disclosed will be discharged on or before the settlement date;
- 8.6 The Vendor will be in a position to deliver the Title to the property to the Purchaser on the settlement date;
- 8.7 The Vendor is not under any legal disability;
- 8.8 The Vendor will provide a Statutory Declaration or Statement for Goods Transferred with Residential Land as required by the Comptroller of Stamps at settlement;
- 8.9 The Vendor has not received any notices affecting the property other than those, if any, disclosed in the Vendors Statement and will provide any notices served after the date of the Contract to the Purchaser prior to settlement;
- 8.10 The Vendor makes no representation in relation to the condition of the property and the Purchaser relies upon the Purchaser's own enquires and inspections;
- 8.11 The Vendor makes no representation that the services referred to in the Vendor Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make appropriate enquires of service providers. The provision of services may change between Day of Sale or Date of Contract and the Settlement Date or payment of the balance of the price and the Vendor makes no representation that the provision of the services will remain the same between the Date of Sale or Date of Contract and the Settlement Date or payment of the balance of the price;
- 10.12 The Purchaser will be responsible for the connection and/or transfer of all services to the property and will bear all costs associated with such connection and/or transfer.

11. TITLE

Attached are copies of the following document/s concerning the title -

- 11.1 Certificate of Title Volume 8965 Folio 984.

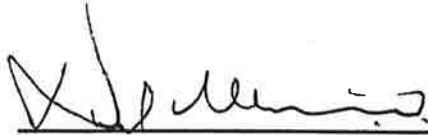
PLEASE NOTE: THAT WHERE THE PROPERTY IS TO BE SOLD ON TERMS PURSUANT TO SECTION 32(2)(F) OF THE ACT AND/OR SOLD SUBJECT TO A MORTGAGE THAT IS NOT TO BE DISCHARGED BY THE DATE OF POSSESSION (OR RECEIPT OF THE RENTS AND PROFITS) OF THE PROPERTY PURSUANT TO SECTION 32(2)(A) OF THE ACT - then the vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

DATE OF THIS STATEMENT

day of

20

Signature/s of Vendor/s





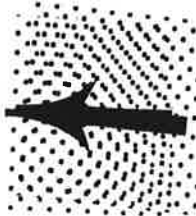
The Purchaser(s) acknowledge(s) being given a duplicate of this statement signed by the Vendor(s) before the Purchaser signed any Contract.

DATE OF THIS STATEMENT

day of

20

Signature/s of Purchaser/s

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REGISTER SEARCH STATEMENT

Land Victoria

Security no : 124023256895U

Volume 08965 Folio 984

Produced 06/09/2007 04:13 pm

LAND DESCRIPTION

Lot 1 on Title Plan 597387A (formerly known as part of Lot 5 on Plan of Subdivision 058498).

PARENT TITLE Volume 08486 Folio 985

Created by instrument E591796 06/11/1972

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

NIEL MCKECHNIE

MARGERY ELIZABETH MCKECHNIE both of 10 DINSDALE ROAD BORONIA VIC 3155
AB839056N 29/01/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE142910J 30/01/2006

SOUTHERN EDUCATION MANAGEMENT PTY

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP597387A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

The following information is provided for customer information only.

Street Address: 9 BARRY STREET BAYSWATER VIC 3153

STATEMENT END

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STATEMENT END

TITLE PLAN	EDITION 1	TP 597387A						
Location of Land Parish: SCORESBY Township: Section: Crown Allotment: Crown Portion:		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN						
Description of Land / Easement Information ENCUMBRANCES REFERRED TO As to the land coloured blue -- the area by virtue of Section 8A of the Transfer of Land Act -- COLOUR CODE BL = BLUE		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY LAND VICTORIA FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 06/09/2000 VERIFIED: HG						
<table border="1" style="width: 100%;"> <tr> <th colspan="2">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2">PARCEL 1 = LOT 5 (PT) ON LP58498</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 5 (PT) ON LP58498	
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PARCEL 1 = LOT 5 (PT) ON LP58498								
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201166 x Links	Sheet 1 of 1 sheets						

Property Report from www.land.vic.gov.au on 06 September 2007 11:13 AM**Address:** 9 BARRY STREET BAYSWATER 3153**Lot / Plan:** Lot 1 TP597387**SPI (Standard Parcel Identifier):** 1\TP597387**Local Government (Council):** KNOX **Council Property Number:** 121839**Directory Reference:** Melway 64 H5**Parcel Details**

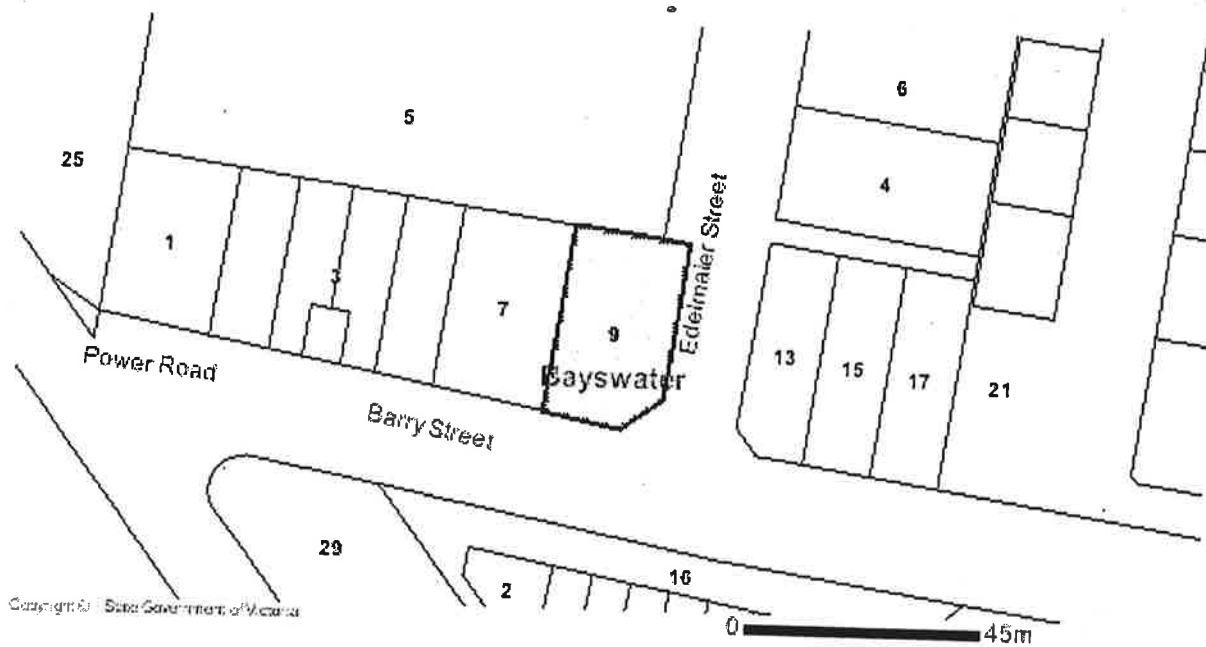
Lot/Plan or Crown Description	SPI
Lot 1 TP597387	1\TP597387

State Electorates**Legislative Council:** EASTERN METROPOLITAN (2005)**Legislative Assembly:** BAYSWATER (2001)**Utilities****Metro Water Business:** South East Water Limited**Rural Water Business:** Southern Rural Water**Melbourne Water:** inside drainage boundary**Power Distributor:** SP AusNet (Information about [choosing an electricity retailer](#))**Planning Zone Summary****Planning Zone:** INDUSTRIAL 1 ZONE (IN1Z)
SCHEDULE TO THE INDUSTRIAL 1 ZONE**Planning Overlay:** None

Planning scheme data last updated on 30 August 2007.

This report is not a substitute for a Planning Certificate.

For a **Planning Certificate** go to Titles and Property CertificatesFor complete **Planning Scheme Provisions** go to [Planning Schemes Online](#)**Area Map**



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