

Brief Section  
~~not~~ transferred to

ORIGINALS TO  
BE TRANSFERRED  
(ON SUBPOENA)

CLS + JMR  
HAVE APPROVED

CONTENTS

- P.

23/8/96

Originals sent to  
Industrial Relations Unit  
under subpoena 26/8/96  
TAM

Brief Section  
transferred to

PART 1 OF 2

Originals sent to  
Industrial Relations

Ctr 26/8/96

under subpoena

Grady

[Note Jme + VW

Approved contents  
organised by P.T. 23/8/96

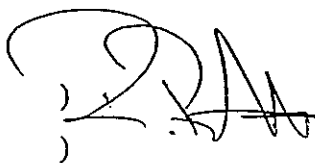
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## SPECIFIC POWER OF ATTORNEY

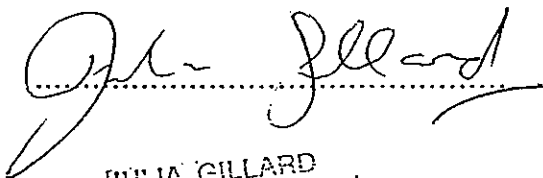
THIS SPECIFIC POWER OF ATTORNEY is made on the 4th day of February 1993 by me RALPH BLEWITT of 138 Warwick Road, Duncraig in the State of Western Australia.

1. I APPOINT BRUCE MORTON WILSON of 63-65 Drummond Street, Carlton in the State of Victoria to be my Attorney.
2. I AUTHORISE my Attorney to do on my behalf any thing that I may lawfully authorise an Attorney to do in relation to the purchase of property situate in the State of Victoria.

SIGNED SEALED AND DELIVERED by  
RALPH BLEWITT



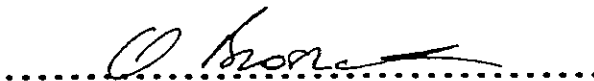
Witnessed by:



JULIA GILLARD  
A Solicitor holding a current  
practising certificate pursuant  
to the Legal Profession Practice  
Act 1978.  
562 Little Bourke Street  
Melbourne

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT  
COPY OF THE SPECIFIC POWER OF ATTORNEY OF THAT  
WHICH IT PURPORTS TO BE.

DATED: THE 23RD DAY OF FEBRUARY, 1993



OLIVE BROSNAHAN  
562 Little Bourke Street, Melbourne  
A Fellow of The Institute of  
Legal Executives (Vic.) holding  
a current Certificate

## SPECIFIC POWER OF ATTORNEY

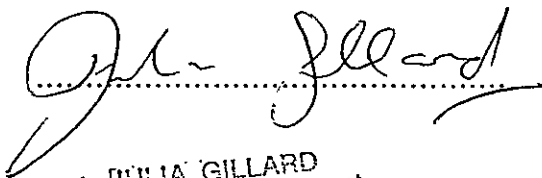
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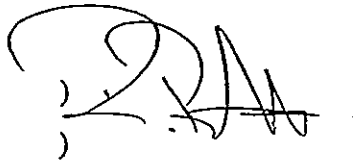


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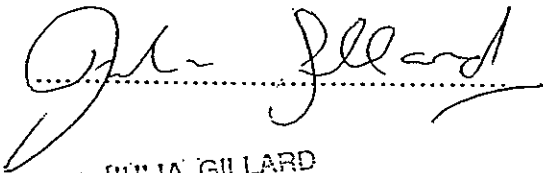
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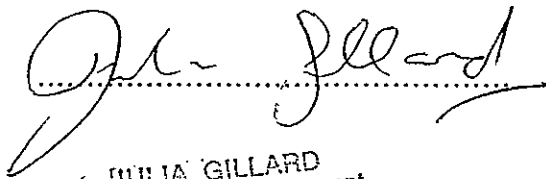
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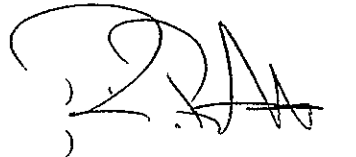
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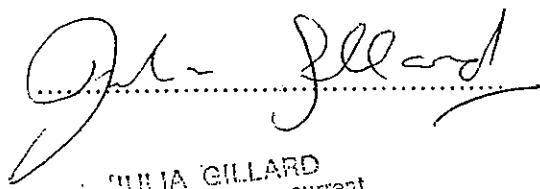
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562 Little Bourke Street  
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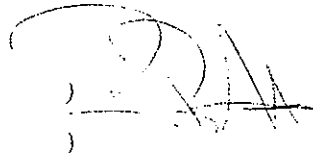
~~CONFIDENTIAL~~

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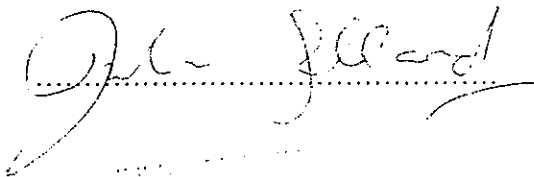
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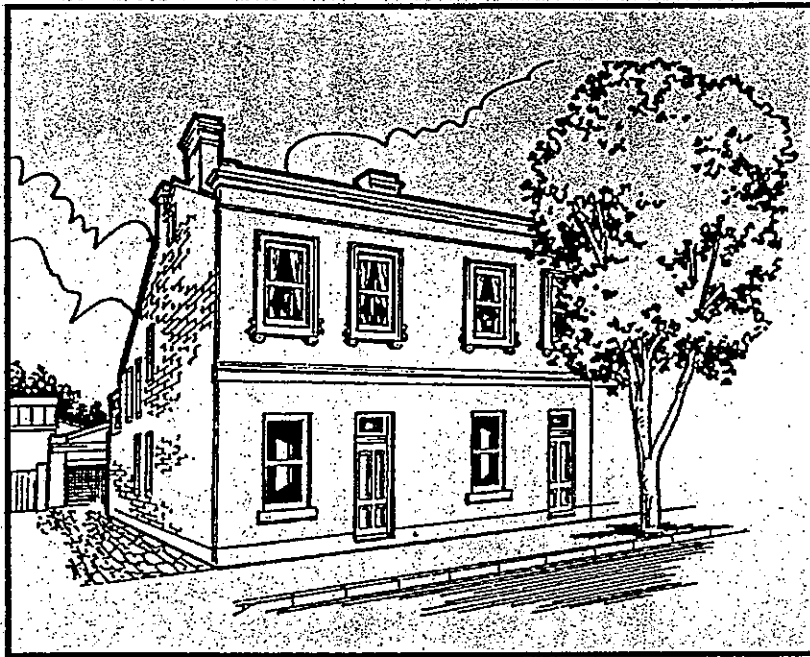
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SLATER & GORDON  
Solicitors,  
562 Little Bourke Street,  
MELBOURNE VIC 3000  
AUSDOC D.X. 229

Tel: 602-4855  
Solicitors Code 339  
Ref: IU:JEG:LH:

# AUCTION

FITZROY  
85 KERR STREET  
SATURDAY 13TH FEBRUARY AT 11.00 AM



**THIS THREE STOREY THREE BEDROOM VICTORIAN TERRACE HAS BEEN TOTALLY RENOVATED TO MAXIMISE SPACE, LIGHT & STYLE WITHOUT COMPROMISING ITS TRADITIONAL FEATURES. SITUATED CLOSE TO COSMOPOLITAN BRUNSWICK STREET IT FEATURES ...**

**Ground Floor:** Formal living room (OFF), family room (OFF), kitchen/dining area overlooking charming courtyard garden, laundry/toilet.

**First Floor:** Stylish master bedroom (BIR) with north facing sundeck, superb central bathroom, second double bedroom (OFF & WIR).

**Second Floor:** Attic bedroom and storage areas.

**Additional Features:** Central heating, European appliances.

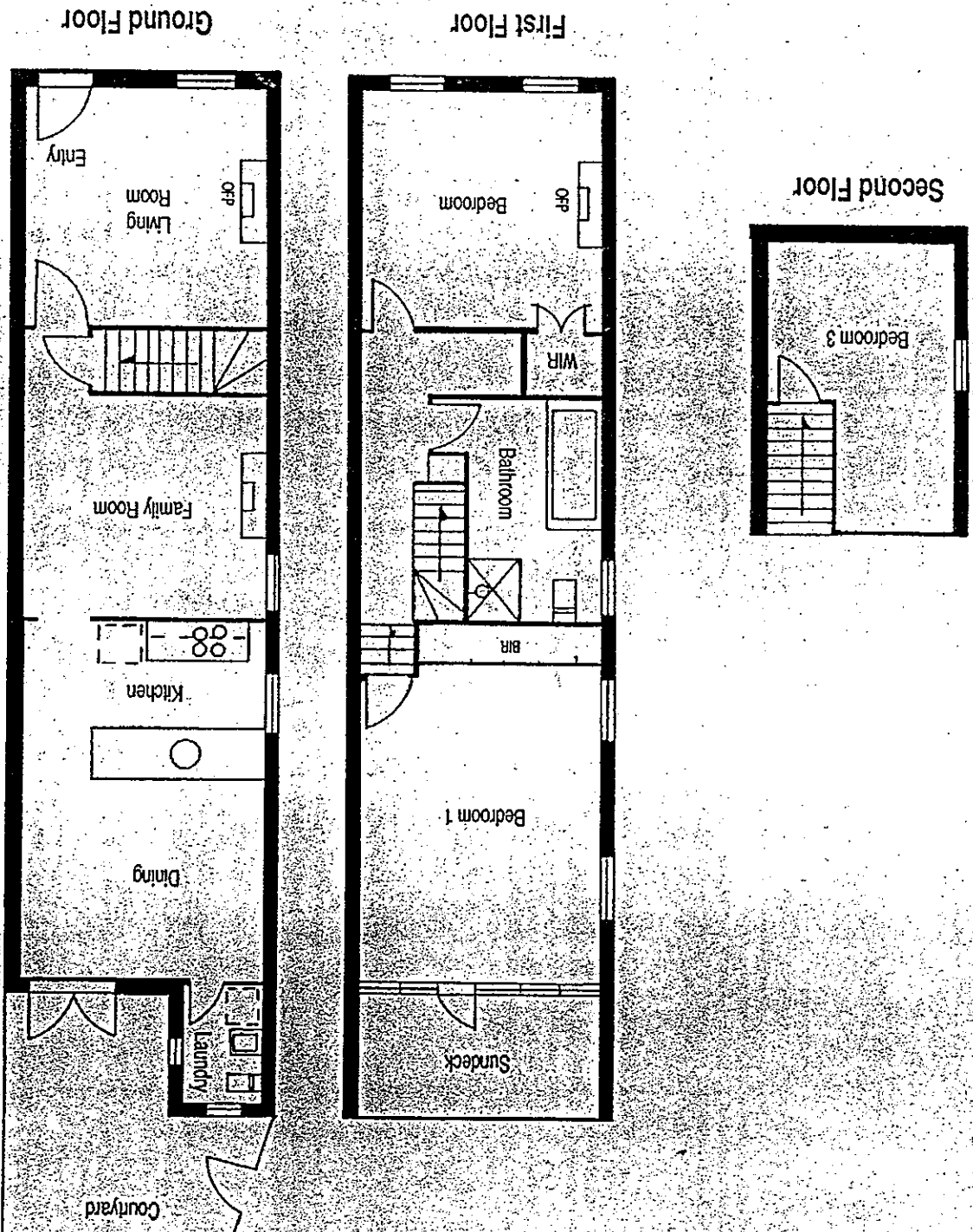
**After Hours:** Peter Stephens 419 4358    **Auctioneer:** Ross Hedditch

**NOTE:** It is important that all prospective purchasers leave their name and telephone number with our representative so that we may endeavour to contact them if the property is to be sold prior to the auction.  
Every precaution has been taken to verify the accuracy of the above details. However, prospective purchasers are advised to make their own inquiries.

# Thomson

G.A. Thomson & Co. Pty. Ltd., R.E.I.V.  
Licensed Estate Agents, Auctioneers, A.C.N.004 735 460  
202 Park Avenue Street, Carlton, 3052

**Floor Plan**  
**85 Kerr Street ♦ Fitzroy**

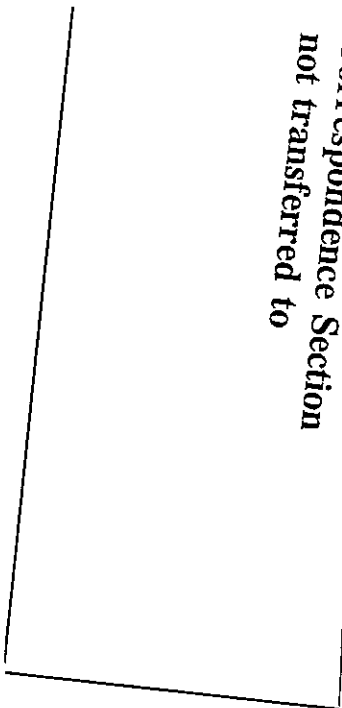


From our experience we believe it may be in your own interest to record your name and telephone number with our representative. If a sale prior to auction is imminent we will then make every effort to contact you. Should you be considering selling your present property and would like our professional opinion of current value without obligation do not hesitate to contact any of our offices at ~  
 Carlton 347 1755  Malvern 509 8244  Mentone 583 2308 or  Murrumbidgee 569 0718

Plan  
 not to scale



Correspondence Section  
not transferred to





ACCOUNTS USE ONLY

FIN MGT ACCT NO.

JOURNAL NO.

DATE

SLATER & GORDON

AUTHORITY TO WRITE OFF BAD DEBT

DATE ..... 23-6-94 .....

CLIENT NAME ..... R BLEWITT .....

MATTER NUMBER ..... NOB 931044 .....

	COSTS	CM NO.	DISBS.	CM NO.	CREDS.
UNRENDERED	\$		\$		\$
RENDERED	\$ 747-80		\$		\$
TOTAL	\$		\$		\$

REASON FOR WRITE OFF . NOB. free work - Union Official  
 1992 rate \$795-00 fees was declined.  
 Amount of W/O = bal outstanding after T/T  
 W/O against NOB-UNION

AUTHORISED BY: SOLICITOR \_\_\_\_\_

ACCOUNTS USE ONLY

FIN MGT ACCT NO.

JOURNAL NO.

DATE

## SLATER & GORDON

### AUTHORITY TO WRITE OFF BAD DEBT

DATE ..... 23-6-94 .....

CLIENT NAME ..... R. BLEWITT .....

MATTER NUMBER ..... NOB 933661 .....

	COSTS	CM NO.	DISBS.	CM NO.	CREDS.
UNRENDERED	\$		\$		\$
RENDERED	\$ 721		\$		\$
TOTAL	\$		\$		\$

REASON FOR WRITE OFF . NOB. . *free work - Union Official*  
*S.R.O. Scale fee = \$ 816.00 - fee declined*  
*Amount of W/O = bal outstanding after T/T.*  
*W/O against NOB-UNION*

AUTHORISED BY: SOLICITOR \_\_\_\_\_

Matter List for all selected

933661 Mr Ralph Blewitt Sol : NOB Contact :  
 1/85 KER 1/85 Kerr Street Fitzroy Resp Ptr: NSB 138 Warwick Road  
 Mortgage Clnt Mgr: NSB Duncraig WA 6023  
 Other Party : Jonathan Malcolm Rothfield

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
120593	T**4174	REC R E & J A Blewitt Disbursements		**Chq**		2,000.00-	130593	2,000.00-
180593	T116145	CHQ Herron Todd White Valuation Fee				500.00		1,500.00-
180593	T116146	CHQ SlaterGordon Financial Planning Pty Ltd Procuraction Fee				750.00		750.00-
190593	J*15784	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00-		889.00-
210593	T116199	CHQ Registrar Of Titles R/F on D/Mortgage x 2 R/F on Transfer R/F on Mortgage				779.00		110.00-
210693	O*27415	CHQ CASH Reimburse Melb Petty Cash - Reg Fee			15.00			
Totals			0.00	15.00	0.00	110.00-		110.00-
IIP :			0.00					
Interest calculated on Disbursements to date				0.00				

*Bowler \$ 816-00 fees*  
*Rander \$ 15-00 dis*  
  
*T/T \$ 15-00 dis*  
*T/T \$ 95-00 fees*  
  
*W/O \$ 721-00 against NOB-UNION*

1/85 KER Mr Ralph Blewitt Sol : NOB Contact :  
 933661 1/85 Kerr Street Fitzroy Resp Ptnr : NSB 138 Warwick Road  
 Mortgage Client Mgr: NSB Duncraig W.A. 6023  
 Other Party : Jonathan Malcolm Rothfield

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
120593	T**4174	REC R E & J A Blewitt Disbursements		**Chq**		2,000.00-	130593	2,000.00-
180593	T116145	CHQ Herron Todd White Valuation Fee				500.00		1,500.00-
180593	T116146	CHQ SlaterGordon Financial Planning Pty Ltd Procurator Fee				750.00		750.00-
190593	J*15784	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00-		889.00-
210593	T116199	CHQ Registrar Of Titles R/F on D/Mortgage x 2 R/F on Transfer R/F on Mortgage				779.00		110.00-
010693	O*27415	CHQ CASH Reimburse Melb Petty Cash - Reg Fee		15.00				
Totals			0.00	15.00	0.00	110.00-		110.00-
WIP :	0.00							
Interest calculated on Disbursements to date			0.00					

NORA  
 SRO - \$816.00  
 Cash.

93f Mr Ralph Blewitt Sol : NOB Contact :  
 1/85 Kerr Street Fitzroy Resp Ptnr : NSB 138 Warwick Road  
 Purchase Client Mgr: NSB Duncraig W.A. 6023  
 Other Party :

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
240293	0217677	CHQ Melbourne Water R/Cert		14.30				
240293	0217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee				500.00-	290393	500.00-
		Totals	0.00	34.30	0.00	500.00-		500.00-

WIP : 0.00

Interest calculated on Disbursements to date 0.00

COSTS Fee Declined (Julia)

DISBS

SEARCH	\$ 27-20	
R/CERT	\$ 34-30	
SUNDRIES	\$ 20-00	\$ 81-50
		<hr/>
		\$ 81-50
		<hr/> <hr/>

Fee  
 Declined  


---

 Julia

Mr Ralph Blewitt Sol : NOB Contact :  
 931044 1/85 Kerr Street Fitzroy Resp Ptnr : NSB 138 Warwick Road  
 Purchase Client Mgr: NSB Duncraig W.A. 6023  
 Other Party :

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
240293	O217677	CHQ Melbourne Water R/Cert		14.30				
240293	O217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee		**Chq**		500.00-	220393	500.00-
220393	T**2830	REC Mr Ralph Blewitt Balance of Purchase Money		**DDep**		67,722.30-		68,222.30-
220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan		**Chq**		150,000.00-	220393	218,222.30-
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27 ✓		217,766.03-
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00 ✓		90,219.03-
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70 ✓		44,248.33-
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83 ✓		10,784.50-
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2)				112.00 ✓		10,672.50-
		R/F on Transfer				611.00 ✓		10,061.50-
		R/F on Mortgage				56.00 ✓		10,005.50-
Totals			0.00	34.30	0.00	10,005.50-		10,005.50-

VIP : 0.00

Interest calculated on Disbursements to date 0.00

*Not enough money in trust*

*Handwritten calculation:*  
 207,437.00  
 150,000.00  
 -----  
 57,437.00  
 11,453.00  
 -----  
 868,890.00  
 67,722.30  
 -----  
 91,167.70

*Handwritten calculation:*  
 564.00  
 90.00  
 28.00  
 -----  
 500.00  
 1174.00  
 750.00  
 -----  
 1924.00



93. + Mr Ralph Blewitt  
1/85 Kerr Street Fitzroy  
Purchase  
Other Party :

Sol : NOB Contact :  
Resp Ptnr : NSB 138 Warwick Road  
Client Mgr: NSB Duncraig W.A. 6023

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240293	0217677	CHQ Melbourne Water R/Cert		14.30				
240293	0217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee	**Chq**			500.00-	220393	500.00-
220393	T**2830	REC Mr Ralph Blewitt Balance of Purchase Money	**DDep**			67,722.30-		68,222.30-
220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan	**Chq**			150,000.00-	220393	218,222.30-
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27		217,766.03-
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00		90,219.03-
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70		44,248.33-
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83		10,784.50-
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2) R/F on Transfer R/F on Mortgage				112.00 611.00 56.00		10,672.50- 10,061.50- 10,005.50-
240393	T115134	CHQ Cancelled - Registrar of Titles Cancd R/F on D/Mortgage (2) Wrong Amount Cancd R/F on Transfer Wrong Amount Cancd R/F on Mortgage Wrong Amount ** REVERSAL **				112.00- 611.00- 56.00-		10,117.50- 10,728.50- 10,784.50-
240393	T115141	CHQ State Revenue Office S/D on Transfer S/D on Mortgage				10,000.00 564.00		784.50- 220.50-
190593	J*15783	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00		81.50-
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 received on 26 Nov 93 from Commonwealth Bank Cheque						
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 paid on 26 Nov 93 to City Of Fitzroy						
Totals				0.00	34.30	0.00	81.50-	81.50-
WIP :	0.00							
Interest calculated on Disbursements to date				0.00				

Mr Ralph Blewitt Sol : NOB Contact :  
 1/85 Kerr Street Fitzroy Resp Ptnr : NSB 138 Warwick Road  
 Purchase Client Mgr: NSB Duncraig W.A. 6023  
 Other Party :

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
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240293	0217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee	**Chq**			500.00-	220393	500.00
220393	T**2830	REC Mr Ralph Blewitt Balance of Purchase Money	**DDep**			67,722.30-		68,222.30
220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan	**Chq**			150,000.00-	220393	218,222.30
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27		217,766.03
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00		90,219.03
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70		44,248.33
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83		10,784.50
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2)				112.00		10,672.50
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		R/F on Mortgage				56.00		10,005.50
240393	T115134	CHQ Cancelled - Registrar of Titles Cancd R/F on D/Mortgage (2) Wrong Amount				112.00-		10,117.50
		Cancd R/F on Transfer Wrong Amount				611.00-		10,728.50
		Cancd R/F on Mortgage Wrong Amount				56.00-		10,784.50
		** REVERSAL **						
240393	T115141	CHQ State Revenue Office S/D on Transfer				10,000.00		784.50
		S/D on Mortgage				564.00		220.50
190593	J*15783	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00		81.50
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			Anticipated	Incurred			Date	Trust Bal
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220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan **Chq**				150,000.00-	220393	218,222.30-
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27		217,766.03-
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00		90,219.03-
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70		44,248.33-
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83		10,784.50-
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2)				112.00		10,672.50-
		R/F on Transfer				611.00		10,061.50-
		R/F on Mortgage				56.00		10,005.50-
240393	T115134	CHQ Cancelled - Registrar of Titles Cancd R/F on D/Mortgage (2) Wrong Amount				112.00-		10,117.50-
		Cancd R/F on Transfer Wrong Amount				611.00-		10,728.50-
		Cancd R/F on Mortgage Wrong Amount				56.00-		10,784.50-
		** REVERSAL **						
240393	T115141	CHQ State Revenue Office S/D on Transfer				10,000.00 ✓		784.50-
		S/D on Mortgage				564.00 ✓		220.50-
190593	J*15783	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00 ✓		81.50-
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 received on 26 Nov 93 from Commonwealth Bank Cheque						
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 paid on 26 Nov 93 to City Of Fitzroy						
Totals			0.00	34.30	0.00	81.50-		81.50-

WIP : 0.00

Interest calculated on Disbursements to date 0.00

- ① Render \$795 fees
- ② " \$34-30 disbursements
- ③ T/T \$34-30 dis
- ④ T/T \$47-20 fees

⑤ w/o \$777-80 against NOB-Union

Mr Ralph Blewitt  
1/85 Kerr Street Fitzroy  
Purchase  
Other Party :

Sol : NOB Contact :  
Resp Ptnr : NSB 138 Warwick Road  
Client Mgr: NSB Duncraig W.A. 6023

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
240293	0217677	CHQ Melbourne Water R/Cert		14.30				
240293	0217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee		**Chq**		500.00-	220393	500.00
220393	T**2830	REC Mr Ralph Blewitt Balance of Purchase Money		**DDep**		67,722.30-		68,222.30
220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan		**Chq**		150,000.00-	220393	218,222.30
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27		217,766.03
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00		90,219.03
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70		44,248.33
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83		10,784.50
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2)				112.00		10,672.50
						611.00		10,061.50
						56.00		10,005.50
240393	T115134	CHQ Cancelled - Registrar of Titles Cancd R/F on D/Mortgage (2) Wrong Amount				112.00-		10,117.50
						611.00-		10,728.50
						56.00-		10,784.50
		** REVERSAL **						
240393	T115141	CHQ State Revenue Office S/D on Transfer				10,000.00		784.50
						564.00		220.50
190593	J*15783	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00		81.50
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 received on 26 Nov 93 from Commonwealth Bank Cheque						
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 paid on 26 Nov 93 to City Of Fitzroy						
Totals			0.00	34.30	0.00	81.50-		81.50
WIP :	0.00							
Interest calculated on Disbursements to date			0.00					

Matter List for all selected

044 Mr Ralph Blewitt Sol : NOB Contact :  
 1/85 Kerr Street Fitzroy Resp Ptr: NSB 138 Warwick Road  
 Purchase Clnt Mgr: NSB Duncraig WA 6023  
 Other Party :

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
240293	0217677	CHQ Melbourne Water R/Cert		14.30				
240293	0217678	CHQ City of Fitzroy R/Cert		20.00				
150393	T**2684	REC RE & JA Blewitt On Account Valuation Fee	**Chq**			500.00-	220393	500.00-
220393	T**2830	REC Mr Ralph Blewitt Balance of Purchase Money	**DDep**			67,722.30-		68,222.30-
220393	T**2839	REC Slater & Gordon Trust Account Mtge Loan	**Chq**			150,000.00-	220393	218,222.30-
220393	T115076	CHQ B/C City of Fitzroy Settlement				456.27		217,766.03-
220393	T115077	CHQ B/C Westpac Banking Corporation Settlement Monies				127,547.00		90,219.03-
220393	T115078	CHQ B/C Australia Guarantee Corp Ltd Settlement				45,970.70		44,248.33-
220393	T115079	CHQ B/C HJ Onsman & N D'Emden Settlement				33,463.83		10,784.50-
240393	T115134	CHQ Registrar of Titles R/F on D/Mortgage (2) R/F on Transfer R/F on Mortgage				112.00 611.00 56.00		10,672.50- 10,061.50- 10,005.50-
240393	T115134	CHQ Cancelled - Registrar of Titles Cancd R/F on D/Mortgage (2) Wrong Amount Cancd R/F on Transfer Wrong Amount Cancd R/F on Mortgage Wrong Amount ** REVERSAL **				112.00- 611.00- 56.00-		10,117.50- 10,728.50- 10,784.50-
240393	T115141	CHQ State Revenue Office S/D on Transfer S/D on Mortgage				10,000.00 564.00		784.50- 220.50-
190593	J*15783	JNL Transfer trust funds from 931044 to NOB 933661 to mortgage file				139.00		81.50-
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 received on 26 Nov 93 from Commonwealth Bank Cheque						
261193	Transit 000811	Commonwealth Bank Cheque Settlement CBA 221 William Mel \$456.27 paid on 26 Nov 93 to City Of Fitzroy						
280694	B*22590	BLI Professional Costs & Disbursements Part Transfer to Office Fees billed		34.30-				
					34.30			
					795.00			
		Carried Forward Balance		0.00	0.00	829.30	81.50-	81.50-

Matter List for all selected

44 Mr Ralph Blewitt  
1/85 Kerr Street Fitzroy

Contact :  
138 Warwick Road

Date	Reference	Description	-----Disbursements-----		Debtors	Trust	Clear Date	Trust Bal
			Anticipated	Incurred				
		Brought Forward Balances	0.00	0.00	829.30	81.50-		81.50-
280694	J*22590	JNL Transfer to office on a/c Costs/Disbs Transfer from trust on a/c Costs/Disbs			81.50-	81.50		0.00
280694	J*43927	WOF W/Off Fees - Unrecoverable			747.80-			
Totals			0.00	0.00	0.00	0.00		0.00
WIP :	0.00							
		Interest calculated on Disbursements to date	0.00					



BLEWITT - R.

Correspondence to:

P O Box 253

North Bridge WA 6000

OH 29066

COPY

NOB 933661





COPY

NOB:TM

12 July 1993

The Registrar of Titles  
Land Titles Office  
283 Queen Street  
MELBOURNE 3000

Dear Sir

RE: J.M. ROTHFIELD MORTGAGE WITH R. BLEWITT  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

Please hand Control of Dealing No. S502948P to Nicholas O'Donohue & Co.,  
Solicitors, 180 Queen Street, Melbourne.

DATED: the 12th day of July, 1993.

SLATER & GORDON

per:

Olive Brosnahan





VICTORIA

**CERTIFICATE OF TITLE**

UNDER THE TRANSFER OF LAND ACT

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

-----  
Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 08431 Folio 007

Created by instrument G917015

REGISTERED PROPRIETOR

-----  
ESTATE FEE SIMPLE

SOLE PROPRIETOR

BLEWITT, RALPH; 138 WARWICK ROAD DUNCRAIG WA  
Registered S502947S 25/05/1993

ENCUMBRANCES, CAVEATS AND NOTICES

-----  
MORTGAGES AND CHARGES IN PRIORITY RANKING

1 S502948P MORTGAGE  
JONATHAN MALCOLM ROTHFIELD

Any easements created by Section 98 Transfer of Land Act 1958 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the registered plan.

END OF CERTIFICATE

# Mortgage Victoria

Copyright—Law Institute of Victoria  
Fifth Edition—June 1992



250593 1234 74

SS02948P

Lodged at the Titles Office by:

Name: SLATER & GORDON

Phone: 602 4855

Ref.: NOB Customer Code: 1585K

*CP*

Land Titles Office Use Only

MADE AVAILABLE / CHANGE CONTROL  
Land Titles Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee or the provision of other valuable consideration for better securing the payment of the moneys hereby secured mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged  
**Volume 9250 Folio 117**

Mortgagor—Full Names (Block Letters)

**RALPH BLEWITT**

Mortgagee—Full Names and Addresses including Postcode (Block Letters)

**JONATHAN MALCOLM ROTHFIELD**  
of 562 Little Bourke Street, Melbourne, 3000

Advance or other valuable consideration **\$150,000.00**

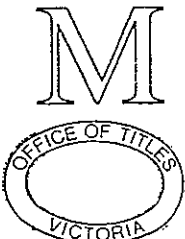
Due Date **The 22nd day of March 1996**

Guarantor—Full Names and Addresses (Block Letters)      Covenantor—Full Names and Addresses (Block Letters)

INSTALMENTS	INTEREST	Higher Rate	Lower Rate	Single Rate
Amount of Instalments (3.5.)		(2.4.5.)	(2.4.5.)	(3.)
Intervals for Payment of Instalments (3.5.)		<b>13.75 % p.a.</b>	<b>9.75 % p.a.</b>	% p.a.
Date of First Instalment (3.5.)	Rests for Calculation of Interest (2.3.4.5.)	<b>Quarterly</b>		
Date of this Mortgage	Commencing Date (2.3.4.5.)	<b>The 22nd day of March 1993</b>		
The provisions contained in the Memorandum of Common Provisions retained by the Registrar of Titles in No. AA342 are incorporated in this Mortgage.	Payment of Interest (2.4.)	<b>Quarterly in arrears</b>		
	Date of First Payment (2.4.)	<b>The 22nd day of June 1993</b>		

This Mortgage is a —	Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)	
*Tick box required	Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)	
(one only)	Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)	<input checked="" type="checkbox"/>
	Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)	

Land Titles Office Use Only



Trn 070196112 Oper PUB044-25/03/93  
COUNTERPART — ORIGINAL DULY STAMPED  
with \$ 564.00  
State Revenue Office Victoria



STAMP DUTIES AND TITLES OFFICE INSTRUCTIONS:

(2)

25 MAY 1993

24/5/93

REF: OB:

DATED: 29-4-93

CLIENT: J M ROTHFIELD

OTHER PARTY (if any): BLEWITT

DOCUMENTS:

STAMP DUTY

LODGING FEE

DEALING NO.

(1) <u>AGC-D/M S225734J</u>	<input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	<u>5502945<sup>y</sup></u>
(2) <u>WBC-D/M R312121J</u>	<input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	<u>946<sup>v</sup></u>
(3) <u>TRANSFER</u>	<input type="checkbox"/>	\$ <u>PAID</u>	\$ <u>611-00</u> <sup>626.</sup>	<u>947<sup>s</sup></u>
(4) <u>MORTGAGE</u>	<input type="checkbox"/>	\$ <u>PAID</u>	\$ <u>56-00</u>	<u>948<sup>p</sup></u>
(5) _____	<input type="checkbox"/>	\$ _____	\$ _____	_____
(6) _____	<input type="checkbox"/>	\$ _____	\$ _____	_____

\$ -                      \$ 779-00

ACCOMPANYING DOCUMENTS:

	ATTACHED	M/A	DEALING NUMBER
(1) <u>E/T V9250 F117</u>	<input checked="" type="checkbox"/>		
(2) <u>CERTIFIED COPY P/ATTORNEY</u>	<input checked="" type="checkbox"/>		
(3) _____			
(4) _____			
(5) _____			

CONTRACT OF SALE

S/OFFICE STAT. DECLARATION

DATE LODGED: 25/5/93

Registration fee on transfer was \$626.

LODGED BY: Judy

REMARKS: \_\_\_\_\_

\$150K

Transfer of Land Fees "Ready Reckoner"

If lodged by correspondence, an additional fee of \$4 applies

Maximum fee now \$1,260 = \$500,000+

Consideration	0+	1000+	2000+	3000+	4000+	5000+	6000+	7000+	8000+	9000+
0-9999	85	88	90	93	95	97	100	102	104	107
10,000-19,999	109	111	114	116	118	121	123	125	128	130
20,000-29,999	132	135	137	140	142	144	147	149	151	154
30,000-39,999	156	158	161	163	165	168	170	172	175	177
40,000-49,999	179	182	184	187	189	191	194	196	198	201
50,000-59,999	203	205	208	210	212	215	217	219	222	224
60,000-69,999	226	229	231	234	236	238	241	243	245	248
70,000-79,999	250	252	255	257	259	262	264	266	269	271
80,000-89,999	273	276	278	281	283	285	288	290	292	295
90,000-99,999	297	299	302	304	306	309	311	313	316	318
100,000-109,999	320	323	325	328	330	332	335	337	339	342
110,000-119,999	344	346	349	351	353	356	358	360	363	365
120,000-129,999	367	370	372	375	377	379	382	384	386	389
130,000-139,999	391	393	396	398	400	403	405	407	410	412
140,000-149,999	414	417	419	422	424	426	429	431	433	436
150,000-159,999	438	440	443	445	447	450	452	454	457	459
160,000-169,999	461	464	466	469	471	473	476	478	480	483
170,000-179,999	485	487	490	492	494	497	499	501	504	506
180,000-189,999	508	511	513	516	518	520	523	525	527	530
190,000-199,999	532	534	537	539	541	544	546	548	551	553
200,000-209,999	555	558	560	563	565	567	570	572	574	577
210,000-219,999	579	581	584	586	588	591	593	595	598	600
220,000-229,999	602	605	607	610	612	614	617	619	621	624
230,000-239,999	626	628	631	633	635	638	640	642	645	647
240,000-249,999	649	652	654	657	659	661	664	666	668	671
250,000-259,999	673	675	678	680	682	685	687	689	692	694
260,000-269,999	696	699	701	704	706	708	711	713	715	718
270,000-279,999	720	722	725	727	729	732	734	736	739	741
280,000-289,999	743	746	748	751	753	755	758	760	762	765
290,000-299,999	767	769	772	774	776	779	781	783	786	788
300,000-309,999	790	793	795	798	800	802	805	807	809	812
310,000-319,999	814	816	819	821	823	826	828	830	833	835
320,000-329,999	837	840	842	845	847	849	852	854	856	859
330,000-339,999	861	863	866	868	870	873	875	877	880	882
340,000-349,999	884	887	889	892	894	896	899	901	903	906
350,000-359,999	908	910	913	915	917	920	922	924	927	929
360,000-369,999	931	934	936	939	941	943	946	948	950	953
370,000-379,999	955	957	960	962	964	967	969	971	974	976
380,000-389,999	978	981	983	986	988	990	993	995	997	1000
390,000-399,999	1002	1004	1007	1009	1011	1014	1016	1018	1021	1023
400,000-409,999	1025	1028	1030	1033	1035	1037	1040	1042	1044	1047
410,000-419,999	1049	1051	1054	1056	1058	1061	1063	1065	1068	1070
420,000-429,999	1072	1075	1077	1080	1082	1084	1087	1089	1091	1094
430,000-439,999	1096	1098	1101	1103	1105	1108	1110	1112	1115	1117
440,000-449,999	1119	1122	1124	1127	1129	1131	1134	1136	1138	1141
450,000-459,999	1143	1145	1148	1150	1152	1155	1157	1159	1162	1164
460,000-469,999	1166	1169	1171	1174	1176	1178	1181	1183	1185	1188
470,000-479,999	1190	1192	1195	1197	1199	1202	1204	1206	1209	1211
480,000-489,999	1213	1216	1218	1221	1223	1225	1228	1230	1232	1235
490,000-499,999	1237	1239	1242	1244	1246	1249	1251	1253	1256	1258
500+	1260									

Plan "Ready Reckoner" (Subdivision Act Plans Only)

Lots	0	1	2	3	4	5	6	7	8	9
0-9		317	317	317	317	432	547	662	777	892
10-19	1007	1122	1237	1352	1467	1582	1697	1812	1927	2042
20-29	2157	2272	2387	2502	2617	2732	2847	2962	3077	3192
30-39	3307	3422	3537	3652	3767	3882	3997	4112	4227	4342
40-49	4457	4572	4687	4802	4917	5032	5147	5262	5377	5492
50-59	5607	5722	5837	5952	6067	6182	6297	6412	6527	6642

C O P Y

MEMORANDUM

TO: SYLVIA DICKSON

FROM: OLLY BROSNAHAN

RE: J.M. ROTHFIELD - MORTGAGE WITH BLEWITT

PPTY: 1/85 KERR STREET, FITZROY

DATE: 30 April 1993

---

Herewith cheque in the sum of \$750.00 representing your procuration fee herein.

Thanks

Olly



C O P Y

NOB:KW

60/19519:AR:IA

30 April 1993

Herron Todd White  
Valuers  
PO Box 190  
BALWYN VIC 3103

Dear Sirs

RE: J.M. ROTHFIELD - MORTGAGE WITH BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

We enclose our Trust Account Cheque in the sum of \$500.00, representing agreed Valuation fee with your Mr Rohan.

We apologise for the delay in payment.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

Encl.

P.O. Box 197  
Telephone: 836 233  
Facsimile: 836 4963

**Herron Todd White**

Valuers Victoria  
Prop. Thomson Maloney & P...  
A.C.N. 007

**ANY REASON?**  
FOR THIS OVERDUE ACCOUNT? 17 MAY 1993  
IF NOT PLEASE SEND US A CHEQUE



**VALUERS**

OUR REF: 60/19519:AR:ia

Your Reference: Sylvia Dickson

Slatergordon Financial Planning Pty Ltd  
and  
Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

**REMINDER**  
PAYMENT IS OVERDUE

16 APR 1993

RE: MORTGAGE APPLICATION  
PROPERTY ADDRESS

BLEWITT  
NO. 85 KERR STREET, FITZROY

TO: Fee for Valuation and Report in respect of the  
above-mentioned property.

15th March 1993

\$800.00

Terms: Nett Seven (7) Days

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

P.O. Box 1100 Balwyn, 3103  
Telephone: 86 0633  
Facsimile: 836 4963

**Herron Todd White**

Valuers Victoria  
Prop. Thomson Maloney & Partners Pty. Ltd  
A.C.N. 006 085 141

**RENTAL VALUERS**

OUR REF: 60/19519:AR:ia

Your Reference: Sylvia Dickson

Slatergordon Financial Planning Pty Ltd  
and  
Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000



16 APR 1993

RE: MORTGAGE APPLICATION  
PROPERTY ADDRESS  
BLEWITT  
NO. 85 KERR STREET, FITZROY

TO: Fee for Valuation and Report in respect of the  
abovementioned property.

500.00  
~~800.00~~

15th March 1993

Terms: Nett Seven (7) Days

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE

P.O. Box: 3, Balwyn, 3103  
Telephone: 836 0633  
Facsimile: 836 4963

**Herron Todd White**

Valuers Victoria  
Prop. Thomson Maloney & Partners Pty. Ltd.  
A.C.N. 006 085 141



OUR REF: 60/10510:AR:ia      Your Reference: Sylvia Dickson

Slattery Gordon Financial Planning Pty Ltd  
and  
Slater & Gordon  
Solicitors  
502 Little Bourke Street  
MELBOURNE VIC 3000

RE: MORTGAGE APPLICATION      BLEWITT  
PROPERTY ADDRESS      NO. 85 KERR STREET, FITZROY

TO: Fee for Valuation and Report in respect of the  
abovementioned property.

7 700.00  
~~880.00~~

15th March 1990

Terms: Nett Seven (7) Days

PLEASE RETURN DUPLICATE INVOICE WITH YOUR REMITTANCE



STAMP DUTIES AND TITLES OFFICE INSTRUCTIONS:

REF: OB:

DATED: 29-4-93

CLIENT: JM ROTHFIELD

OTHER PARTY (if any): BLEWITT

DOCUMENTS:

STAMP DUTY

LODGING FEE

DEALING NO.

(1) <u>AGC-D/M S225734J</u>	<input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	
(2) <u>WBC-D/M R312121J</u>	<input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	
(3) <u>TRANSFEX</u>	<input type="checkbox"/>	\$ <u>PAID</u>	\$ <u>611-00</u>	
(4) <u>MORTGAGE</u>	<input type="checkbox"/>	\$ <u>PAID</u>	\$ <u>56-00</u>	
(5) _____	<input type="checkbox"/>	\$ _____	\$ _____	
(6) _____	<input type="checkbox"/>	\$ _____	\$ _____	

\$ -                      \$ 779-00

ACCOMPANYING DOCUMENTS:

	<u>ATTACHED</u>	<u>M/A</u>	<u>DEALING NUMBER</u>
(1) <u>C/T V9250 F117</u>	<input checked="" type="checkbox"/>		
(2) <u>CERTIFIED COPY P/ATTORNEY</u>	<input checked="" type="checkbox"/>		
(3) _____			
(4) _____			
(5) _____			

CONTRACT OF SALE

S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_

LODGED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

**SLATERGORDON FINANCIAL PLANNING PTY LTD**

562 Little Bourke Street  
Melbourne 3000

**ACCOUNT**

Mr Ralph Blewitt  
138 Warwick Road  
DUNCRAIG WA 6023

---

REFERENCE: SD: 930034

---

RE: MTGE TO J M ROTHFIELD  
PPTY: 1/85 KERR STREET, FITZROY

To our procuration fee, \$750.00

AMOUNT DUE \$750.00

E & OE  
23 March 1993

# COPY

NOB:KW:931044

23 March 1993

Mr B Wilson  
1/85 Kerr Street  
FITZROY VIC 3065

Dear Mr Wilson

RE: BLEWITT FROM ONSMAN  
PPTY: 1/85 KERR STREET, FITZROY

We confirm that settlement of the above matter was effected on 22 March 1993.

The final Statement of Adjustments and Settlement Statement are enclosed for your records.

It is important to note the following rules which apply to the payment of rates and taxes after settlement.

1. When rates, taxes etc, are owing by the Vendor at settlement the amount owing is deducted by us from the purchase price. The purchaser therefore assumes responsibility for payment of all outstanding rates, taxes etc.
2. When rates, taxes etc, have been paid in advance by the Vendor these prepayments are added by us to the purchase price.
3. In both situations the purchaser is not disadvantaged by having to pay all outstanding and future rates and taxes.
4. In other words, the Purchaser and Vendor only pay rates for the period they occupy the property during the current rate year.

The Melbourne Water rates have been paid to 30 June 1993 and we have attended to payment of the City of Fitzroy rates.

.../2.



# C O P Y

Mr B Wilson

- 2 -

23 March 1993

---

At settlement all documents of title were handed to the Mortgagee and we will now proceed to pay duty on the Transfer and lodge same in the Titles Office for registration together with the Mortgage. The Title and duplicate Mortgage will issue to the Mortgagee and will be held by it until your loan is repaid. You should at that time consult us to arrange for a discharge of the Mortgage to be prepared and registered.

We are notifying the relevant authorities of the change in ownership of the property.

We enclose Epitome of Mortgage with J.M. Rothfield from which you will note the first interest payment is due on 22 June 1993.

We thank you for your instructions herein. If you have any queries please do not hesitate to contact our Miss Brosnahan.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

Encl.

C.C. Mr R Blewitt  
138 Warwick Road  
DUNCRAIG WA 6023

SETTLEMENT INSTRUCTIONS

PURCHASER: BLEWITT

VENDOR: ONSMAN & D'EMSON

DATE: 22-3-93

TIME: 2:30 PM

PLACE: WESTPAC BANKING CORP  
360 COLLINS STREET

PARTIES TO ATTEND:

S & G (BLEWITT / JMR)  
ROSEMARY BRONDOLINO & Co (Vendor)  
WBC (Vendor / Mgrs)  
AGC (" " )

WE HAND OVER TO:

ROSEMARY BRONDOLINO / WESTPAC B/C \$127547.00  
" / AGC B/C \$45970.70  
" / ONSMAN & D'EMSON B/C \$33463.83

WE RECEIVE FROM:

WESTPAC ✓ C/T V 9250 F117  
" ✓ M/TGE R31212J  
AGC ✓ D / M/TGE S225734J  
BRONDOLINO ✓ TRANSFER  
" ✓ STATE DEC

*[Handwritten signature]*  
22-3-93

DOCUMENTS TO BE SIGHTED:

B/C CITY OF FITZROY \$456.27

COMMENTS: Keys ?

STAMP DUTIES AND TITLES OFFICE INSTRUCTIONS:

REF: OB: 931044/ DATED: 23-3-93

CLIENT: J M ROTHFIELD

OTHER PARTY (if any): BLEWITT

<u>DOCUMENTS:</u>	<u>STAMP DUTY</u>	<u>LODGING FEE</u>	<u>DEALING NO.</u>
(1) <u>AGC</u> <u>D/MORTGAGE S225734J</u> <input type="checkbox"/>	<u>\$ N/D</u>	<u>\$ 56-00</u>	
(2) <u>WBC</u> <u>D/MORTGAGE R312121J</u> <input type="checkbox"/>	<u>\$ N/D</u>	<u>\$ 56-00</u>	
(3) <u>TRANSFER</u> <input type="checkbox"/>	<u>\$ 10,000-00</u>	<u>\$ 611-00</u>	
(4) <u>MORTGAGE</u> <input type="checkbox"/>	<u>\$ 564-00</u>	<u>\$ 56-00</u>	
(5) _____ <input type="checkbox"/>	<u>\$ _____</u>	<u>\$ _____</u>	
(6) _____ <input type="checkbox"/>	<u>\$ _____</u>	<u>\$ _____</u>	
	<u>\$10564-00</u>	<u>\$779-00</u>	

ACCOMPANYING DOCUMENTS:

	<u>ATTACHED</u>	<u>M/A</u>	<u>DEALING NUMBER</u>
(1) <u>C/T V 9250 F117</u>	<input checked="" type="checkbox"/>		
(2) <u>CERTIFIED COPY PLATONARY</u>	<input checked="" type="checkbox"/>		
(3) _____	<input type="checkbox"/>		
(4) _____	<input type="checkbox"/>		
(5) _____	<input type="checkbox"/>		

CONTRACT OF SALE

S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_

LODGED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

STAMP DUTIES AND TITLES OFFICE INSTRUCTIONS:

REF: OB: 931044/ DATED: 23-3-93

CLIENT: J M ROTHFIELD

OTHER PARTY (if any): BLEWITT

DOCUMENTS:	STAMP DUTY	LODGING FEE	DEALING NO.
(1) <u>AGC</u> <u>D/MORTGAGE S225734J</u> <input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	
(2) <u>WBC</u> <u>D/MORTGAGE R312121J</u> <input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	
(3) <u>TRANSFER</u> <input type="checkbox"/>	\$ <u>10,000-00</u>	\$ <u>611-00</u>	
(4) <u>MORTGAGE</u> <input type="checkbox"/>	\$ <u>564-00</u>	\$ <u>56-00</u>	
(5) <input type="checkbox"/>	\$ _____	\$ _____	
(6) <input type="checkbox"/>	\$ _____	\$ _____	
	<u>\$10564-00</u>	<u>\$ 779-00</u>	

ACCOMPANYING DOCUMENTS:

	ATTACHED	M/A	DEALING NUMBER
(1) <u>C/T V 9250 F117</u>	<input checked="" type="checkbox"/>		
(2) <u>CERTIFIED COPY PLATONNEY</u>	<input checked="" type="checkbox"/>		
(3)			
(4)			
(5)			

CONTRACT OF SALE  S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_

LODGED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

STAMP DUTIES ~~AND RELATED~~ INSTRUCTIONS:

REF: OTS' DATED: 24-3-93

CLIENT: J.M. ROTHFIELD

OTHER PARTY (if any): BLEWITT

<u>DOCUMENTS:</u>	<u>STAMP DUTY</u>	<u>LODGING FEE</u>	<u>DEALING NO.</u>
(1) <u>TRANSFER</u> <input type="checkbox"/>	\$ <u>10,000-00</u>	\$ <u>—</u>	
(2) <u>MORTGAGE</u> <input type="checkbox"/>	\$ <u>564-00</u>	\$ <u>—</u>	
(3) _____ <input type="checkbox"/>	\$ _____	\$ _____	
(4) _____ <input type="checkbox"/>	\$ _____	\$ _____	
(5) _____ <input type="checkbox"/>	\$ _____	\$ _____	
(6) _____ <input type="checkbox"/>	\$ _____	\$ _____	

\$10564-00\$ —

ACCOMPANYING DOCUMENTS:

	<u>ATTACHED</u>	<u>M/A</u>	<u>DEALING NUMBER</u>
(1) _____			
(2) _____			
(3) _____			
(4) _____			
(5) _____			

CONTRACT OF SALE

S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_

LODGED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

STAMP DUTIES ~~ADMINISTRATIVE OFFICE~~ INSTRUCTIONS:

25 MAR 1993

REF: OB' DATED: 24-3-93

CLIENT: J.M. ROTHEFIELD

OTHER PARTY (if any): BLEWITT

DOCUMENTS:		STAMP DUTY	LODGING FEE	DEALING NO.
(1) <u>TRANSFER</u>	<input type="checkbox"/>	\$ <u>10,000-00</u>	\$ <u>—</u>	
(2) <u>MORTGAGE</u>	<input type="checkbox"/>	\$ <u>564-00</u>	\$ <u>—</u>	
(3) _____	<input type="checkbox"/>	\$ _____	\$ _____	
(4) _____	<input type="checkbox"/>	\$ _____	\$ _____	
(5) _____	<input type="checkbox"/>	\$ _____	\$ _____	
(6) _____	<input type="checkbox"/>	\$ _____	\$ _____	
		<u>\$10564-00</u>	<u>—</u>	

ACCOMPANYING DOCUMENTS:

	ATTACHED	M/A	DEALING NUMBER
(1) _____			
(2) _____			
(3) _____			
(4) _____			
(5) _____			

CONTRACT OF SALE  S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_  
LODGED BY: \_\_\_\_\_  
REMARKS: \_\_\_\_\_

Stamped  
25/3/93.  
Judy

MEMORANDUM

TO: SYLVIA

FROM: OLLY

RE: J.M. ROTHFIELD - MORTGAGE WITH R. BLEWITT

PPTY: 1/85 KERR STREET, FITZROY

DATE: 23 March 1993

---

Please note that settlement of the above Mortgage was effected on 22 March 1993.

Herewith Epitome of Mortgage for your records.

As soon as the Mortgage has been registered, we will advise you of the dealing number.

Thanks,

Oly

## EPITOME OF MORTGAGE

REF NO.: NOB:

MORTGAGEE: JONATHAN MALCOLM ROTHFIELD  
562 Little Bourke Street, Melbourne 3000.

MORTGAGOR: RALPH BLEWITT  
of 138 Warwick Road, Duncraig WA 6023.

SECURITY: Unit 1, 85 Kerr Street, Fitzroy.

ADVANCE: ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00).

COMMENCEMENT DATE: 22 March 1993.

DUE DATE: 22 March 1996.

INTEREST: HIGHER RATE - 13.75% p.a.  
LOWER RATE - 9.75% p.a.

PAYMENTS: \$3,656.25 on the 22nd day of March, June, September and December in each year. The first payment due 22 June 1993.

PAYABLE TO: Slater & Gordon  
562 Little Bourke Street, Melbourne 3000.

CERTIFICATE OF TITLE: Volume 9250 Folio 117

INSURANCE: Name of Company: Commonwealth Bank of Australia Insurance Scheme.  
Policy No.: 376052300.  
Amount: \$200,000.00.  
Paid to: 18 March 1994.

MORTGAGE NO.:



VARIATION OF MORTGAGE NO.:

FURTHER PROVISIONS:

The Mortgagor covenants that all the information supplied by him in the application to the Mortgagee for the approval for the loan was correct in every particular. The Mortgagor acknowledges that the granting of the loan by the Mortgagee was on the condition that all such information was correct and that in the event of the Mortgagee being satisfied at any time during the term of the loan hereby created that any of the information supplied in the said application, which in the opinion of the Mortgagee was incorrect, the loan shall at the option of the Mortgagee become immediately repayable on written notice being given to the Mortgagor.

G - Green  
 BR - Brown  
 BL - Blue  
 R - Red  
 U - Uralinge  
 H - Hatched  
 CH - Cross Hatched  
 Transfer of Land Act 1924  
 DATE: 14 SEP 1995

# Mortgage Victoria

# ORIGINAL



Copyright—Law Institute of Victoria  
 Fifth Edition—June 1992

250593 1234 74  
 5502948P

Lodged at the Titles Office by:

Name: SLATER & GORDON

Phone: 602 4855

Ref.: NQB Customer Code: 1585K

Land Titles Office Use Only

MADE AVAILABLE / CHANGE CONTROL  
 Land Titles Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee or the provision of other valuable consideration for better securing the payment of the moneys hereby secured mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged  
 Volume 9250 Folio 117

Mortgagor—Full Names

RALPH BLEWITT

Mortgagee—Full Names and Addresses including Postcode

JONATHAN MALCOLM ROTHFIELD  
 of 562 Little Bourke Street, Melbourne, 3000

Advanced or other  
 valuable consideration \$150,000.00

Due Date

The 22nd day of March 1996

Guarantor—Full Names and Addresses

(Block Letters)

Covenantor—Full Names and Addresses

(Block Letters)

CODE: P1
DUP: S64
SERIES: 1
PAGE: 1
VAL: \$150,000.00

INSTALLMENTS

INTEREST

Higher Rate  
 Lower Rate  
 Single Rate

Intervals for Payment of Instalments (3.5)      Rests for Calculation of Interest (2.3.4.5.)      Quarterly

Date of First Instalment (3.5)      Commencing Date (2.3.4.5.)      The 22nd day of March 1993

Date of this Mortgage      Payment of Interest (2.4.)      Quarterly in arrears

The 22nd day of March 1993      Date of First Payment (2.4.)      The 22nd day of June 1993

This Mortgage is a —      Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)     

\*Tick box required      Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)     

(one only)      Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)     

Land Titles Office Use Only      Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)     



Approval No. 3926L

Stamp Duty, Victoria  
 TPN 070176111 RDC 55  
 R9H 23074 AMB  
 554 010  
 25/03/93

# Mortgage Victoria

Copyright—Law Institute of Victoria  
Fifth Edition—June 1992



Lodged at the Titles Office by:

Name: SLATER & GORDON

Phone: 602 4855

Ref.: NOB Customer Code: 1585K

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee or the provision of other valuable consideration for better securing the payment of the moneys hereby secured mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged  
**Volume 9250 Folio 117**

Mortgagor—Full Names (Block Letters)

**RALPH BLEWITT**

Mortgagee—Full Names and Addresses including Postcode (Block Letters)

**JONATHAN MALCOLM ROTHFIELD**  
of 562 Little Bourke Street, Melbourne, 3000

Advance or other valuable consideration \$150,000.00

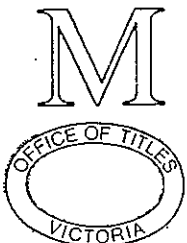
Due Date The 22nd day of March 1996

Guarantor—Full Names and Addresses (Block Letters) Covenantor—Full Names and Addresses (Block Letters)

INSTALMENTS	INTEREST	Higher Rate	Lower Rate	Single Rate
Amount of Instalments (3.5.)		(2.4.5.)	(2.4.5.)	(3.)
Intervals for Payment of Instalments (3.5.)		13.75 % p.a.	9.75 % p.a.	% p.a.
Date of First Instalment (3.5.)	Rests for Calculation of Interest (2.3.4.5.)		Quarterly	
Date of this Mortgage	Commencing Date (2.3.4.5.)		The <u>22nd</u> day of <u>March</u> 1993	
The provisions contained in the Memorandum of Common Provisions retained by the Registrar of Titles in No. AA342 are incorporated in this Mortgage.	Payment of Interest (2.4.)		Quarterly in arrears	
	Date of First Payment (2.4.)		The <u>22nd</u> day of <u>June</u> 1993	


This Mortgage is a —	Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)	<input type="checkbox"/>
*Tick box required (one only)	Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)	<input type="checkbox"/>
	Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)	<input checked="" type="checkbox"/>
	Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)	<input type="checkbox"/>

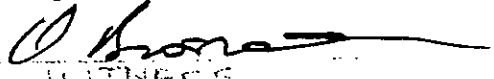
Land Titles Office Use Only



Sealing Clause for Mortgagor

SIGNED SEALED AND DELIVERED  
by the Mortgagor by his  
Attorney BRUCE MORTON WILSON  
pursuant to a Specific Power  
of Attorney dated 4th  
February, 1993 in the presence of: )

  
X-----  
B M WILSON

  
WITNESS

Sealing Clause for Mortgagee

SIGNED SEALED AND DELIVERED  
by the Mortgagee in the presence of: )



Initials  


Witness 

FURTHER PROVISION

The Mortgagor covenants that all the information supplied by him in the application to the Mortgagee for the approval for the loan was correct in every particular. The Mortgagor acknowledges that the granting of the loan by the Mortgagee was on the condition that all such information was correct and that in the event of the Mortgagee being satisfied at any time during the term of the loan hereby created that any of the information supplied in the said application, which in the opinion of the Mortgagee was incorrect, the loan shall at the option of the Mortgagee become immediately repayable on written notice being given to the Mortgagor.

Initials  


NOTES

- This mortgage must be typed or completed in ink and all signatures must be in ink.
- If there is insufficient space in any panel to accommodate the required information use the above space or an annexure sheet (Form A1). Insert only the words "See Annexure A" (or as the case may be) in the appropriate panel and enter the information above or on the annexure sheet under the appropriate heading.
- Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
- Information in relation to more than one panel may appear on the same annexure sheet but it must be included under the appropriate panel heading.
- All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
- Volume and Folio references must be given. If the Mortgage affects part only of the land in a title the lot and plan number or Crown description must also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form A1).
- Set out the amount of the advance (in figures) or the nature of the consideration.
- Full name and after settlement address (including Postcode) of the mortgagee must be given.
- A Mortgage type must be selected and indicated by a tick in the appropriate box. This determines which one of clauses 2, 3, 4 and 5 of the Memorandum of Common Provisions applies. These clauses relate to interest or instalments. The clause numbers are set out beside each mortgage type. Once a mortgage type is selected one of the clauses 2, 3, 4 or 5 applies to the exclusion of the others. Clause reference numbers have been included in the interest and instalment panels to indicate which of the interest and instalment panels are applicable and which are inapplicable.
- Examples for completion of the "payment of interest" panel are as follows:
 

"monthly in arrears"	for monthly payments
"quarterly in arrears"	for quarterly payments
"on the _____ days of _____ and _____ in each year."	for interest on fixed days
monthly in arrears after the due date or such earlier date as the moneys hereby secured become immediately due and payable."	for interest free loans where interest will commence if repayment is not made or upon default.

Care should be taken to make sure that all information necessary to complete the selected mortgage is included. If an executing party is a natural person execution should read "Signed Sealed and delivered by the Mortgagee/Guarantor/Covenantor in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

# VICTORIAN LAND TITLES OFFICE

## Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: .....

Phone: .....

Ref: ..... Customer Code .....

NEED HELP ?  
See  
"Your Guide to the T1 Form"

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer .

Land (Title)

Volume 9250 Folio 117

Estate and Interest (e.g. "all my estate in fee simple")  
All our estate in fee simple

Consideration  
\$230,000.00

Transferor (Full name)  
HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Transferee (Full name and address for future notices including postcode)  
RALPH BLEWITT of 138 Warwick Road, Duncraig, Western Australia, 6023

Directing Party (Full name)

Dated: 22 / 3 / 1993

Execution and Attestation

SIGNED by the Transferors )

in the presence of: )

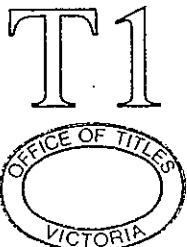
*[Signature]*

SIGNED by the said RALPH BLEWITT )  
by his Attorney BRUCE MORTON WILSON )  
pursuant to a Specific Power of Attorney dated )  
4th day of February, 1993 in the presence of: )

*[Signatures]*

*[Signature]*  
WITNESSED

Land Titles Office Use Only



IN THE MATTER of the Stamps Act and of a Transfer of real property BETWEEN HARRY JULIAN ONSMAN and NIKKI D'EMDEN -to- RALPH BLEWITT in respect of the land described in Certificate of Title Volume 9250 Folio 117.

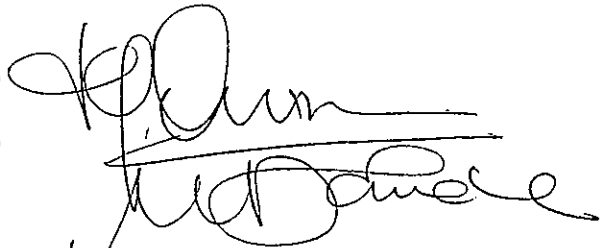
WE, HARRY JULIAN ONSMAN and NIKKI D'EMDEN both of 1/85 Kerr Street Fitzroy do solemnly and sincerely declare:-

1. THAT we are the Transferers of the real property described in the Transfer referred to above.
2. THAT the total purchase price for the real property and chattels sold by us to the purchasers was \$230,000.00
3. THAT the date of making of the Contract or Contracts relevant to the sale was the 13th February 1993.
4. THAT the consideration paid for the real property and chattels is considered by us to be adequate for the property transferred.

AND WE MAKE THIS SOLEMN declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

DECLARED at ~~the office of the Registrar~~ )  
by the said HARRY JULIAN ONSMAN )  
and NIKKI D'EMDEN in the State )  
of Victoria this 21<sup>st</sup> day )  
of February 1993 )

Before me



PATEL'S PHARMACY  
151 FRUNSWICK STREET, FITZROY  
Approval No. 2005T

M. PATEL,  
PHARMACIST

Lodged at the Titles Office by

Titles Office Use Only

Code \_\_\_\_\_

**VICTORIA**

**DISCHARGE OF MORTGAGE**

The Mortgagee discharges the land described from the moneys secured by the mortgage specified but without prejudice to the rights powers and remedies of the Mortgagee against the mortgagor personally either under the said mortgage or under any other security or securities held by the Mortgagee from the mortgagor and against any surety or sureties for the mortgagor all of which rights powers and remedies are hereby expressly reserved and left enforceable.

Land

VOLUME 9250 FOLIO 117

Mortgage Number

R312121J

Mortgagee

**WESTPAC BANKING CORPORATION** ARBN 007 457 141

Dated the 18th day of FEBRUARY One thousand nine hundred and NINETY THREE

Executed by the **WESTPAC BANKING CORPORATION**  
by being Signed, Sealed and Delivered in Victoria  
by its Attorneys:

Desmond Gerald CURTIS  
.....  
HARRY RONALD KEENAN  
.....

**WESTPAC BANKING CORPORATION**

by its Attorneys

*[Signature]*  
**MANAGER DOMESTIC BUSINESS MELBOURNE OFFICE**  
Manager Legal, Legal Administration **MELBOURNE OFFICE**

Under Power of Attorney dated the  
26th day of NOVEMBER  
19 82 and certified copy of which  
is filed in the Permanent Order Book No. 276  
Page 291 (each of whom declares that he  
holds the Office in the Bank indicated under his signature  
and has had no notice of the revocation of the said Power  
of Attorney)

in the Presence of:  
*[Signature]*  
.....  
Bank Officer  
Westpac Banking Corporation, Melbourne

**DM**

Office Use Only





Lodged at the Titles Office by \_\_\_\_\_

Titles Office Use Only

Code \_\_\_\_\_

**VICTORIA**

**DISCHARGE OF MORTGAGE**

The Mortgagee in consideration of the receipt of certain moneys and/or being satisfied of the Security remaining to it hereby discharges from the mortgage specified the land described (but without prejudice to the rights remedies and recourse of the Mortgagee) against the Mortgagor or against any other person firm or corporation arising under Guarantee or Security (other than the said mortgage) held by the Mortgagee. (Notes 1-3)

Land *9250 A.* (Note 4)

CERTIFICATE OF TITLE VOLUME ~~2950~~ FOLIO 117

Mortgage Number

S225734J

Mortgagee

(Note 5)

AUSTRALIAN GUARANTEE CORPORATION LIMITED A.C.N. 000 015 485  
of 277 WILLIAM STREET, MELBOURNE

Stamp  
Duty

Dated the *22nd* day of *March* 1993

Execution by the Mortgagee

(Note 6)

EXECUTED in Victoria by AUSTRALIAN GUARANTEE CORPORATION LIMITED LIMITED A.C.N. 000 015 485 by being SIGNED  
SEALED AND DELIVERED by CLAUDIO ALOISE  
(who certifies that he/she is the

STATE SENIOR EXECUTIVE (VICTORIA)  
for the time being of the said Company)  
under Power of Attorney dated 18th October  
1990 a certified copy of which is filed  
in Permanent Order Book 277 Page 3 in  
the presence of: *M. Bergin.*



DM

Office Use Only



# Mortgage Victoria

Copyright—Law Institute of Victoria  
 4th Edition—June 1992



Lodged at the Titles Office by:

Name: SLATER & GORDON

Phone: 602 4855

Ref.: NOB Customer Code: 1585K

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee or the provision of other valuable consideration for better securing the payment of the moneys hereby secured mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged  
**Volume 9250 Folio 117**

Mortgagor—Full Names (Block Letters)

**RALPH BLEWITT**

Mortgagee—Full Names and Addresses including Postcode (Block Letters)

**JONATHAN MALCOLM ROTHFIELD**  
 of 562 Little Bourke Street, Melbourne, 3000

Advance or other valuable consideration **\$150,000.00**

Due Date ~~DO NOT~~ The DATE day of March 1996

Guarantor—Full Names and Addresses (Block Letters)      Covenantor—Full Names and Addresses (Block Letters)

INSTALMENTS	INTEREST	Higher Rate	Lower Rate	Single Rate
Amount of Instalments (3.5.)		(2.4.5.)	(2.4.5.)	(3.)
		13.75 % p.a.	9.75 % p.a.	% p.a.

Intervals for Payment of Instalments (3.5.)	Rests for Calculation of Interest (2.3.4.5.)	Quarterly
---	--	-----------

Date of First Instalment (3.5.)	Commencing Date (2.3.4.5.)	The <u>10</u> day of <u>March</u> 1993
---------------------------------	----------------------------	--

Date of this Mortgage	Payment of Interest (2.4.)	Quarterly in arrears
-----------------------	----------------------------	----------------------

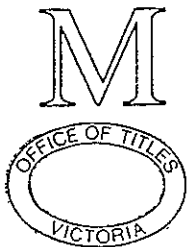
The provisions contained in the Memorandum of Common Provisions retained by the Registrar of Titles in No. AA342 are incorporated in this Mortgage.	Date of First Payment (2.4.)	The <u>10</u> day of <u>June</u> 1993
---	------------------------------	---------------------------------------

This Mortgage is a —

<input type="checkbox"/> Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)
<input type="checkbox"/> Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)
<input checked="" type="checkbox"/> Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)
<input type="checkbox"/> Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)

\*Tick box required (one only)

Land Titles Office Use Only



Sealing Clause  
for Mortgagor

SIGNED SEALED AND DELIVERED )  
by the Mortgagor by his )  
Attorney BRUCE MORTON WILSON )  
pursuant to a Specific Power )  
of Attorney dated 4th )  
February, 1993 in the presence of: )

*(Handwritten Signature)*  
X \_\_\_\_\_  
B M WILSON

*(Handwritten Signature)*  
WITNESS

Sealing Clause  
for Mortgagee

SIGNED SEALED AND DELIVERED )  
by the Mortgagee in the presence of: )

*Initials*  
*(Handwritten Signature)*  
Sealing Clause  
for Guarantor

FURTHER PROVISION

The Mortgagor covenants that all the information supplied by him in the application to the Mortgagee for the approval for the loan was correct in every particular. The Mortgagor acknowledges that the granting of the loan by the Mortgagee was on the condition that all such information was correct and that in the event of the Mortgagee being satisfied at any time during the term of the loan hereby created that any of the information supplied in the said application, which in the opinion of the Mortgagee was incorrect, the loan shall at the option of the Mortgagee become immediately repayable on written notice being given to the Mortgagor.

*Initials*  
*(Handwritten Signature)*  
Sealing Clause  
for Covenantor

NOTES

- This mortgage must be typed or completed in ink and all signatures must be in ink.
- If there is insufficient space in any panel to accommodate the required information use the above space or an annexure sheet (Form A1). Insert only the words "See Annexure A" (or as the case may be) in the appropriate panel and enter the information above or on the annexure sheet under the appropriate heading.
- Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
- Information in relation to more than one panel may appear on the same annexure sheet but it must be included under the appropriate panel heading.
- All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
- Volume and Folio references must be given. If the Mortgage affects part only of the land in a title the lot and plan number or Crown description must also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form A1).
- Set out the amount of the advance (in figures) or the nature of the consideration.
- Full name and after settlement address (including Postcode) of the mortgagee must be given.
- A Mortgage type must be selected and indicated by a tick in the appropriate box. This determines which one of clauses 2, 3, 4 and 5 of the Memorandum of Common Provisions applies. These clauses relate to interest or instalments. The clause numbers are set out beside each mortgage type. Once a mortgage type is selected one of the clauses 2, 3, 4 or 5 applies to the exclusion of the others. Clause reference numbers have been included in the interest and instalment panels to indicate which of the interest and instalment panels are applicable and which are inapplicable.
- Examples for completion of the "payment of interest" panel are as follows:
 

"monthly in arrears"			for monthly payments
"quarterly in arrears"			for quarterly payments
"on the	days of	and	for interest on fixed days
	in each year.		
monthly in arrears after the due date or such earlier date as the moneys hereby secured become immediately due and payable."			for interest free loans where interest will commence if repayment is not made or upon default.

Care should be taken to make sure that all information necessary to complete the selected mortgage is included. If an executing party is a natural person execution should read "Signed Sealed and delivered by the Mortgagee/Guarantor/Covenantor in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

# Mortgage Victoria

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 1st Edition—June 1992



Lodged at the Titles Office by:

Name: .....

Phone: .....

Ref.: ..... Customer Code: .....

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Mortgagor hereinafter described being registered as the proprietor of an estate and interest in fee simple in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument and duly registered in consideration of the advance hereinafter described lent or agreed to be lent to the Mortgagor or the Covenantor or both of them by the Mortgagee or the provision of other valuable consideration for better securing the payment of the moneys hereby secured mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles referred to below and set out in any further provisions endorsed hereon or annexed hereto. A reference in the said Memorandum to an item in "the Schedule" is a reference to the applicable item hereunder. The Guarantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 28 of the said Memorandum. The Covenantor hereinafter described hereby covenants and agrees with the Mortgagee as set out in Clause 29 of the said Memorandum.

Land being Mortgaged

V9250 F117

Mortgagor—Full Names

(Block Letters)

RALPH BLEWITT

Mortgagee—Full Names and Addresses including Postcode

(Block Letters)

JONATHAN MALCOLM ROTHFIELD  
 of 562 Little Bourne Street, Melbourne 3000

Advance or other valuable consideration

\$ 150,000.00

Due Date

The day of March 1996

Guarantor—Full Names and Addresses

(Block Letters)

Covenantor—Full Names and Addresses

(Block Letters)

**INSTALMENTS**

Amount of Instalments (3.5.)

Intervals for Payment of Instalments (3.5.)

Date of First Instalment (3.5.)

Date of this Mortgage

The provisions contained in the Memorandum of Common Provisions retained by the Registrar of Titles in No. AA342 are incorporated in this Mortgage.

**INTEREST**

Higher Rate (2.4.5.)	Lower Rate (2.4.5.)	Single Rate (3.)
13.75% p.a.	9.75% p.a.	% p.a.

Rests for Calculation of Interest (2.3.4.5.)

Quarterly

Commencing Date (2.3.4.5.)

The day of March 1993

Payment of Interest (2.4.)

Quarterly in arrears

Date of First Payment (2.4.)

The day of June 1993

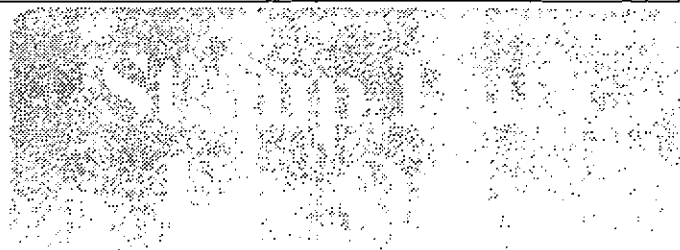
This Mortgage is a —

\*Tick box required (one only)

- Law Institute of Victoria Standard Variable Mortgage (Interest Only) (2.)
- Law Institute of Victoria Standard Single Rate Variable Mortgage (Instalments) (3.)
- Law Institute of Victoria Standard Fixed Mortgage (Interest Only) (4.)
- Law Institute of Victoria Standard Higher & Lower Rate Variable Mortgage (Instalments) (5.)

Land Titles Office Use Only

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ACKNOWLEDGEMENT

I, RALPH BLEWITT the Mortgagor herein in relation to this Mortgage given to JONATHAN MALCOLM ROTHFIELD HEREBY ACKNOWLEDGE:

1. Having received a copy of this Memorandum of Common Provisions which accompanies the Mortgage Schedule Form;
2. Having read the Memorandum and understood the contents of same;
3. That the terms of the Mortgage are contained in BOTH the Schedule Form and the within Mortgage, which together constitute the Mortgage given to the Mortgagee.

DATED: the

15<sup>th</sup>

day of

MARCH.

1993



.....  
RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a  
Specific Power of Attorney dated  
4th February, 1993.

SIGNED SEALED AND DELIVERED

by the Mortgagor (in the presence of: )

WITNESS

GR PEEL

LJ PEEL

by Attorney etc.

Sealing Clause  
for Mortgagee

SIGNED SEALED AND DELIVERED

by the Mortgagee in the presence of: )

[Signature]

INITIALS

Sealing Clause  
for Guarantor

FURTHER PROVISION

The Mortgagor covenants that all the information supplied by them in the application to the Mortgagee for the approval for the loan was correct in every particular. The Mortgagor acknowledges that the granting of the loan by the Mortgagee was on the condition that all such information was correct and that in the event of the Mortgagee being satisfied at any time during the term of the loan hereby created that any of the information supplied in the said application, which in the opinion of the Mortgagee was incorrect, the loan shall at the option of the Mortgagee become immediately repayable on written notice being given to the Mortgagor.

NOTES

- This mortgage must be typed or completed in ink and all signatures must be in ink.
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- Full name and after settlement address (including Postcode) of the mortgagee must be given.
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"quarterly in arrears"		for quarterly payments
"on the	days of	and
	in each year.	
monthly in arrears after the due date or such earlier date as the moneys hereby secured become immediately due and payable."		for interest free loans where interest will commence if repayment is not made or upon default.

Care should be taken to make sure that all information necessary to complete the selected mortgage is included. If an executing party is a natural person execution should read "Signed Sealed and delivered by the Mortgagee/Guarantor/Covenantor in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

MEMO TO: SYLVIA DICKSON  
FROM: TERRY  
DATE: 18TH MARCH 1993  
RE: BLEWITT

Bank Cheques required for settlement on Monday are as follows:

1.	City of Fitzroy	\$ 456.27
2.	Australian Guarantee Corporation Ltd.	\$45,970.70
3.	H.J. Onsmen & N. D'Emden	\$33,463.83
4.	Westpac Banking Corporation	\$57,906.62

Thanks

# AUTHORITY

Messrs Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

RE: J.M. ROTHFIELD  
MORTGAGE WITH R. BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

I, RALPH BLEWITT of 138 Warwick Road, Duncraig in the State of Western Australia as Mortgagor authorise you to complete the Mortgage documents at or following settlement by writing in the commencement date, the date for first payment of interest, the due date and the date of the Mortgage in both the original and duplicate.

DATED the 18<sup>th</sup> day of March 1993.



.....  
Signed by the said RALPH BLEWITT by  
his Attorney BRUCE MORTON WILSON  
pursuant to a Specific Power of Attorney  
dated 4th day of February 1993.



C O P Y  
AUTHORITY

Messrs Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

RE: J.M. ROTHFIELD  
MORTGAGE WITH R. BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

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DATED the \_\_\_\_\_ day of \_\_\_\_\_ 1993.

.....  
Signed by the said RALPH BLEWITT by  
his Attorney BRUCE MORTON WILSON  
pursuant to a Specific Power of Attorney  
dated 4th day of February 1993.

Messrs Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000


DISBURSEMENT ORDER

RE: J.M. ROTHFIELD - MORTGAGE WITH R. BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

I, RALPH BLEWITT hereby authorise and direct Messrs. Slater & Gordon to disburse the Mortgage Advance in the following manner:-

Principal sum under Mortgage		\$150,000.00
<u>Less:</u>		
To: SlaterGordon Financial Planning Pty. Ltd.		
- procuration fee	\$750.00	
To: Slater & Gordon in payment of their costs and disbursements	\$11,453.00	
To: Balance to be applied towards purchase of property 1/85 Kerr Street Fitzroy	\$137,797.00	
		<hr/>
	\$150,000.00	\$150,000.00
		<hr/>

DATED the 18<sup>th</sup> day of March 1993.

  
.....  
Signed by the said RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to a Specific Power of Attorney dated 4th day of February 1993.



IN THE MATTER of the Sale of Land Act  
1962

- and -

IN THE MATTER of an instrument of  
Mortgage from RALPH BLEWITT to  
JONATHAN MALCOLM ROTHFIELD over  
all that piece of land being the land more  
particularly described in Certificate of Title  
Volume 9250 Folio 117


I, BRUCE MORTON WILSON of 63-65 Drummond Street, Carlton in the State of  
Victoria do solemnly and sincerely declare:-

1. I am the Attorney pursuant to a Specific Power of Attorney dated 4th February 1993 of the Mortgagor ("the Mortgagor") named and described in the said Instrument of Mortgage.
2. That the Mortgagor has not sold, agreed to sell, offered to sell or given any option to purchase the land described in the said Instrument of Mortgage ("Land") or any part thereof either for cash or under a terms Contract of Sale as defined by the Sale of Land Act 1962.
3. That the Mortgagor has not given and does not intend to give notice of intention to subdivide the Land or any part thereof under the provisions of the Local Government Act 1958 or the Subdivision Act 1988, or any other Act.
4. That the Mortgagor has not except for the said Instrument of Mortgage charged or encumbered the Land or pledged the Certificate of Title thereto in any manner whatsoever.
5. That no person or corporation is in adverse possession of the land or any part thereof and no person or corporation has acquired a title by adverse possession or otherwise to the Land or any part thereof.
6. That except as disclosed in writing to the Mortgagee no part of the Land has been leased to any person and that there are no leases or tenancies which affect or relate to the Land.

7. That the Mortgagor has not personally or through agents received or been made aware of any notice, declaration or order relating to the Land or the estate or interest of the Mortgagor therein or to the improvements thereon or any part thereof save and except rate notices.
  
8. That the Mortgagor has not been notified, been made aware or have any other reason to believe that:-
  - (i) The property is included or steps have been taken to include the property in the Contaminated Sites Register published by the Environmental Protection Authority;
  
  - (ii) The property is currently being audited by the Environmental Protection Authority as to the environmental health of the Land, air or water;
  
  - (iii) The property is the subject of any pollution or contamination by industrial or other waste, pollutant or any other similar substance.
  
9. That there are no monies owing for rates and taxes or on any other account in respect of the land or any part thereof to the local council, Melbourne Water or the Commissioner of Land Tax of the State of Victoria save only the rates and taxes owing in respect of the new current year.

I ACKNOWLEDGE that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

DECLARED at )  
in the State of Victoria this )  
day of )  
One thousand nine hundred )  
and )

  
.....

Before me:  
Signature of  
Witness:

  
.....

Print FULL Name:

**OLIVE BROSNAHAN**  
562 Little Bourke Street, Melbourne.  
A Fellow of The Institute of  
Legal Executives (Vic.) holding  
a current Certificate

Address:

.....  
.....

\*Qualification:

.....  
(Refer below)

\* The persons before whom this Statutory Declaration may be made include:

THE PERSON MUST LEGIBLY WRITE, TYPE OR STAMP HIS/HER FULL NAME, ADDRESS AND QUALIFICATION BELOW THE SIGNATURE.

- A Justice of the Peace or Bail Justice
- A Barrister or Solicitor
- A Fellow Member of the Institute of Legal Executives
- A Member or former Member of either House of the Victorian or Commonwealth Parliament
- A Town Clerk or Shire Secretary
- A Dentist
- A Pharmacist
- A Principal in the Teaching service
- A Member of the Institute of Chartered Accountants, the Australian Society of Accountants or the National Institute of Accountants
- A Notary Public
- A Patent Attorney

A Police Officer

The Secretary of a Building Society

A Sheriff or Deputy Sheriff

A Councillor of a Municipality

A Doctor

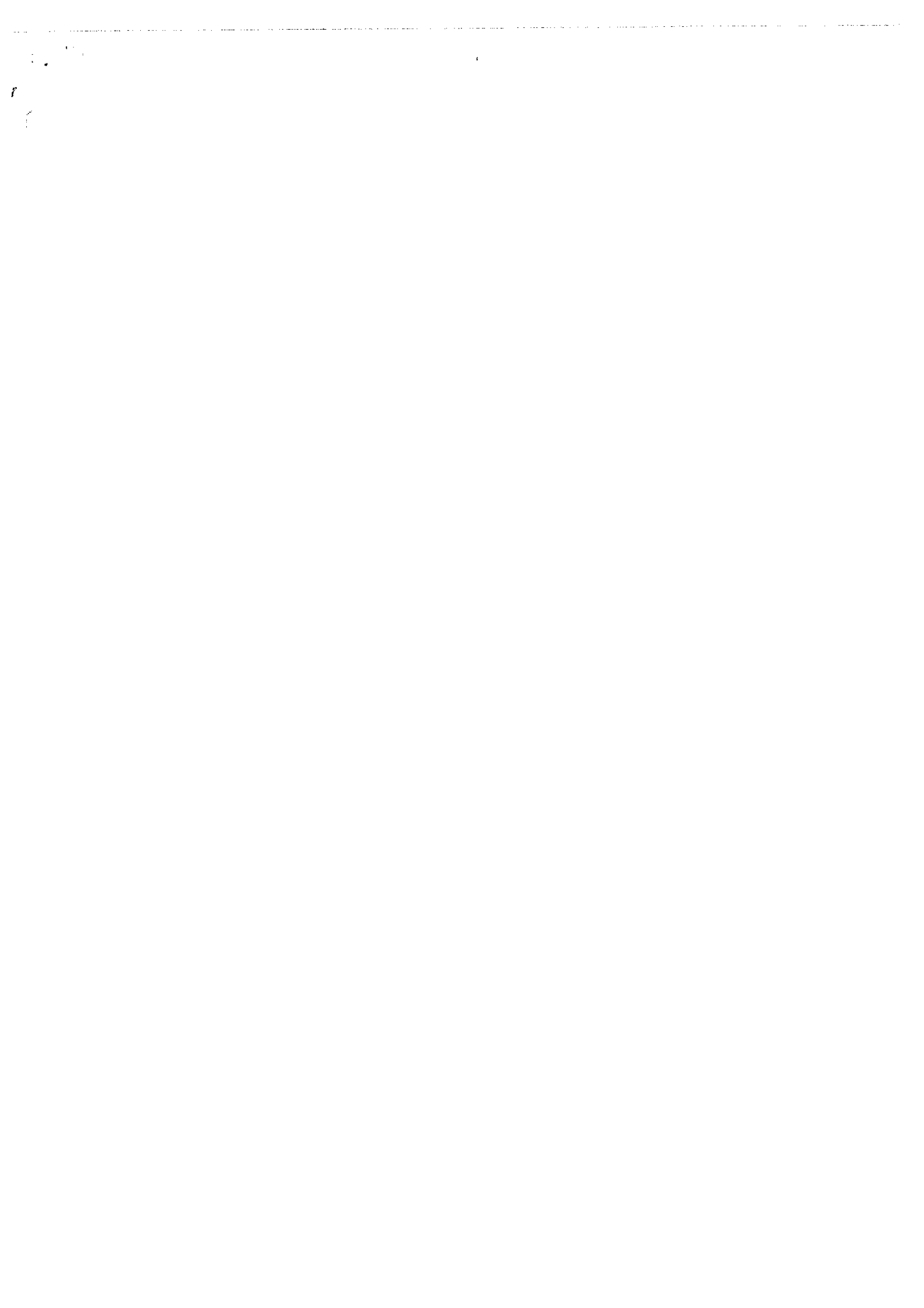
A Veterinary Surgeon

A Bank Manager

A Prescribed State Public Servant

A Minister of Religion authorised to celebrate marriages

Registrars of Magistrates' Courts and various other Court  
Officials.





IN THE MATTER of the Sale of Land Act  
1962

- and -

IN THE MATTER of an instrument of  
Mortgage from RALPH BLEWITT to  
JONATHAN MALCOLM ROTHFIELD over  
all that piece of land being the land more  
particularly described in Certificate of Title  
Volume 9250 Folio 117

I, BRUCE MORTON WILSON of 63-65 Drummond Street, Carlton in the State of  
Victoria do solemnly and sincerely declare:-

1. I am the Attorney pursuant to a Specific Power of Attorney dated 4th February  
1993 of the Mortgagor ("the Mortgagor") named and described in the said  
Instrument of Mortgage.
2. That the Mortgagor has not sold, agreed to sell, offered to sell or given any  
option to purchase the land described in the said Instrument of Mortgage  
("Land") or any part thereof either for cash or under a terms Contract of Sale as  
defined by the Sale of Land Act 1962.
3. That the Mortgagor has not given and does not intend to give notice of intention  
to subdivide the Land or any part thereof under the provisions of the Local  
Government Act 1958 or the Subdivision Act 1988, or any other Act.
4. That the Mortgagor has not except for the said Instrument of Mortgage charged  
or encumbered the Land or pledged the Certificate of Title thereto in any  
manner whatsoever.
5. That no person or corporation is in adverse possession of the land or any part  
thereof and no person or corporation has acquired a title by adverse possession  
or otherwise to the Land or any part thereof.
6. That except as disclosed in writing to the Mortgagee no part of the Land has  
been leased to any person and that there are no leases or tenancies which affect  
or relate to the Land.

7. That the Mortgagor has not personally or through agents received or been made aware of any notice, declaration or order relating to the Land or the estate or interest of the Mortgagor therein or to the improvements thereon or any part thereof save and except rate notices.
  
8. That the Mortgagor has not been notified, been made aware or have any other reason to believe that:-
  - (i) The property is included or steps have been taken to include the property in the Contaminated Sites Register published by the Environmental Protection Authority;
  
  - (ii) The property is currently being audited by the Environmental Protection Authority as to the environmental health of the Land, air or water;
  
  - (iii) The property is the subject of any pollution or contamination by industrial or other waste, pollutant or any other similar substance.
  
9. That there are no monies owing for rates and taxes or on any other account in respect of the land or any part thereof to the local council, Melbourne Water or the Commissioner of Land Tax of the State of Victoria save only the rates and taxes owing in respect of the new current year.

I ACKNOWLEDGE that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

DECLARED at )  
in the State of Victoria this )  
day of )  
One thousand nine hundred ) .....  
and )

Before me:  
Signature of  
Witness: .....

Print FULL Name: .....

Address: .....  
.....

\*Qualification: .....  
(Refer below)

\* The persons before whom this Statutory Declaration may be made include:

THE PERSON MUST LEGIBLY WRITE, TYPE OR STAMP HIS/HER FULL NAME, ADDRESS AND QUALIFICATION BELOW THE SIGNATURE.

- A Justice of the Peace or Bail Justice
- A Barrister or Solicitor
- A Fellow Member of the Institute of Legal Executives
- A Member or former Member of either House of the Victorian or Commonwealth Parliament
- A Town Clerk or Shire Secretary
- A Dentist
- A Pharmacist
- A Principal in the Teaching service
- A Member of the Institute of Chartered Accountants, the Australian Society of Accountants or the National Institute of Accountants
- A Notary Public
- A Patent Attorney

A Police Officer

The Secretary of a Building Society

A Sheriff or Deputy Sheriff

A Councillor of a Municipality

A Doctor

A Veterinary Surgeon

A Bank Manager

A Prescribed State Public Servant

A Minister of Religion authorised to celebrate marriages

Registrars of Magistrates' Courts and various other Court

Officials.

IN THE MATTER of the Sale of Land Act 1962

- and -

IN THE MATTER of an Instrument of Mortgage from  
RALPH BLEWITT to JONATHAN MALCOLM  
ROTHFIELD over all that piece of land being the land  
more particularly described in Certificate of Title  
Volume 9250 Folio 117.

---

STATUTORY DECLARATION

---

SLATER & GORDON  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000  
AUSDOC D.X. 229

Ref: NOB:LJ  
Tel: 602-4855

**ACKNOWLEDGMENT IN ACCORDANCE WITH RULE 10(2)**

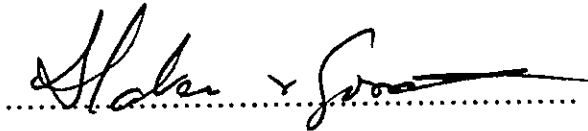
TO: JONATHAN MALCOLM ROTHFIELD  
562 Little Bourke Street  
MELBOURNE VIC 3000

RE: MORTGAGE WITH RALPH BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

**ADVICE**

Please note that SLATER & GORDON has been requested to act for RALPH BLEWITT who is a party to the above transaction in respect of which we also act on your behalf.

We owe a duty to act in the best interests of each client involved in the transaction and, in the event of a conflict of interests arising, we are bound to cease to act for each party to the transaction unless all clients agree for which of them we may continue to act.



SLATER & GORDON

**ACKNOWLEDGEMENT**

I, RALPH BLEWITT acknowledge that I have read and understood the above advice.



.....  
Signed by the said RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific Power of  
Attorney dated 4th day of February 1993.

**ACKNOWLEDGMENT IN ACCORDANCE WITH RULE 10(2)**

TO: JONATHAN MALCOLM ROTHFIELD  
562 Little Bourke Street  
MELBOURNE VIC 3000

RE: MORTGAGE WITH RALPH BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

**ADVICE**

Please note that SLATER & GORDON has been requested to act for RALPH BLEWITT who is a party to the above transaction in respect of which we also act on your behalf.

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.....  
SLATER & GORDON

**ACKNOWLEDGEMENT**

I, RALPH BLEWITT acknowledge that I have read and understood the above advice.

.....  
Signed by the said RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific Power of  
Attorney dated 4th day of February 1993.

**ACKNOWLEDGMENT IN ACCORDANCE WITH RULE 10(2)**

TO: RALPH BLEWITT  
138 Warwick Road  
DUNCRAIG WA 6023

RE: J.M. ROTHFIELD  
PPTY: 1/85 KERR STREET, FITZROY

**ADVICE**

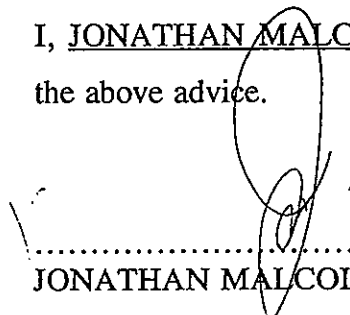
Please note that SLATER & GORDON has been requested to act for JONATHAN MALCOLM ROTHFIELD who is a party to the above transaction in respect of which we also act on your behalf.

We owe a duty to act in the best interests of each client involved in the transaction and, in the event of a conflict of interests arising, we are bound to cease to act for each party to the transaction unless all clients agree for which of them we may continue to act.

  
.....  
SLATER & GORDON

**ACKNOWLEDGEMENT**

I, JONATHAN MALCOLM ROTHFIELD acknowledge that I have read and understood the above advice.

  
.....  
JONATHAN MALCOLM ROTHFIELD



**ACKNOWLEDGMENT IN ACCORDANCE WITH RULE 10(2)**

TO: RALPH BLEWITT  
138 Warwick Road  
DUNCRAIG WA 6023

RE: J.M. ROTHFIELD  
PPTY: 1/85 KERR STREET, FITZROY

**ADVICE**

Please note that SLATER & GORDON has been requested to act for JONATHAN MALCOLM ROTHFIELD who is a party to the above transaction in respect of which we also act on your behalf.

We owe a duty to act in the best interests of each client involved in the transaction and, in the event of a conflict of interests arising, we are bound to cease to act for each party to the transaction unless all clients agree for which of them we may continue to act.

.....  
SLATER & GORDON

**ACKNOWLEDGEMENT**

I, JONATHAN MALCOLM ROTHFIELD acknowledge that I have read and understood the above advice.

.....  
JONATHAN MALCOLM ROTHFIELD

**ACKNOWLEDGMENT IN ACCORDANCE WITH RULE 10(2)**

TO: JONATHAN MALCOLM ROTHFIELD  
562 Little Bourke Street  
MELBOURNE VIC 3000

RE: MORTGAGE WITH RALPH BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

**ADVICE**

Please note that SLATER & GORDON has been requested to act for RALPH BLEWITT who is a party to the above transaction in respect of which we also act on your behalf.

We owe a duty to act in the best interests of each client involved in the transaction and, in the event of a conflict of interests arising, we are bound to cease to act for each party to the transaction unless all clients agree for which of them we may continue to act.

.....

SLATER & GORDON

**ACKNOWLEDGEMENT**

I, JONATHAN MALCOLM ROTHFIELD acknowledge that I have read and understood the above advice.

.....

JONATHAN MALCOLM ROTHFIELD

URGENT

17/3/93

Nick

Due to Prof Negligence Insurance  
could you please check these docs  
for me in particular Certification  
of Witness.

No

Is it also necessary to prepare  
Requisition in Title, when I have  
satisfied myself on our purchase  
file and I think the Stat Dec probably  
covers most situations?

Yes

Bruce Wilson calling in tomorrow  
to sign at 9.00 am.

Thank You  
Olly.

Have to go promptly as I  
have already made arrangements  
for this evening.

17/3/93

Geoff Wilson

He will come in at 11-00 tomorrow.



# C O P Y

NOB:LJ

17 March 1993

Mr Bruce M Wilson  
63-65 Drummond Street  
CARLTON VIC 3053

Dear Mr Wilson

RE: J.M. ROTHFIELD - MORTGAGE WITH RALPH BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

We enclose for your perusal Mortgage documents which you will note are in two parts:-

- (1) Schedule Form;
- (2) Memorandum of Common Provisions.

These documents should be studied carefully by you.

Please note that the terms of the Mortgage contained in the Letter of Offer, Schedule Form and the Memorandum of Common Provisions and that these documents form the basis of the Mortgage.

If you agree with the terms and conditions of the documents you should sign the Mortgage Forms in the presence of an independent adult witness and return both copies to this office.

You should also sign the Acknowledgment endorsed on the Memorandum of Common Provisions Document and return it to us.

The Acknowledgment indicates that you have understood the contents of the enclosures and that you understand and acknowledge that the terms of the Mortgage are contained in the documents referred to above.

You will notice that the principal sum advanced under the Mortgage is \$150,000.00 and that you are required to observe the covenants contained in the Schedule Form and Memorandum of Common Provisions.

../2

Providing the covenants and provisions of the Mortgage are complied with you are required to pay interest at the rate of 9.75% per centum per annum. However, if you do not comply with the covenants and provisions of the Mortgage the Mortgagee is empowered to charge interest at the higher rate of 13.75% per centum per annum.

Interest is calculated quarterly and will be calculated from the commencement date of the Mortgage. The first quarter's interest will be three months from the date of settlement and thereafter quarterly in arrears.

Providing you observe the covenants and provisions contained in the Mortgage the Mortgagee will not require the principal sum to be repaid within three years from the commencement date of the Mortgage.

All payments due pursuant to the Mortgage are to be paid to Slater & Gordon at 562 Little Bourke Street, Melbourne.

Clause 9(2) requires that the Insurance on the property is to be effected with a Company authorised by the Australian Insurance Commission and you are required to pay the Mortgagee all insurance premiums paid by the Mortgagee to the Insurance Company.

You are required to pay all rates and taxes in respect of the property and to observe the statutes and regulations and by-laws affecting the property.

You are required to maintain and protect the improvements on the property in a good and substantial and tenable state of repair and condition and you are not to make any structural alterations to the improvements without the consent of the Society.

The Mortgage provides that you may not lease, sell or further mortgage the property without the prior consent of the Mortgagee.

The Transfer of Land Act provides that if you default in complying with the terms and conditions of the Mortgage, the Society may, if you do not comply with a notice served on you requiring you to remedy the default, sell the property and apply the proceeds of the sale in discharging the Mortgage and the costs occasioned by the default.

The extent of your liability is not limited to the security. If you were to default under the Mortgage, then the Mortgagee would claim all the monies both principal and interest, owed under the Mortgage. If the property was sold and there was still money owing to the Mortgagee, then the Mortgagee would proceed with action against you until the amount was recovered.

.../3

We also enclose:-

- (a) Statutory Declaration to be signed where indicated in the presence of one of the persons listed on page 3 and return to us.
- (b) Authority to be signed where indicated and return to us.
- (c) Our account, the amount of which will be deducted from the advance.
- (d) Disbursement Order to be signed, completed and return to us.
- (e) Our Requisitions on Title. You will notice that we have attached suggested answers and if you agree with same, you should sign at the foot of the page, where indicated and return to us.
- (f) Acknowledgment in relation to Slater & Gordon acting for yourself and the Mortgagee for signature by you and return to us.

The Mortgagee requires prior to settlement an original Insurance Policy or Certificate of Currency with an approved insurer noting the interest of "Jonathan Malcolm Rothfield" as First Mortgagee for not less than \$200,000.00 is not acceptable. The Mortgagee has advised in view of the zoning of the property would require a planning permit to reinstate the existing residence it requires the Insurance Policy to provide for a "cash payout" in the event of substantial damage of complete destruction. Would you please make the necessary arrangements with your Insurance Company.

Please return all the completed and executed documents to us as soon as possible. If you have any queries, please do not hesitate to contact us.

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

Encl.

# SLATER & GORDON

562 LITTLE BOURKE STREET, MELBOURNE

## BILL OF COSTS

J M Rothfield  
562 Little Bourke Street  
MELBOURNE VIC 3000

---

Ref: NOB	Disbursements	Charges
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---

RE: MORTGAGE WITH R. BLEWITT  
PPTY: 1/85 KERR STREET, FITZROY

To our professional costs for acting in connection with the above matter as fixed by the Supreme Court Solicitors' Remuneration Order.

FEE DECLINED

Disbursements:-

Financial Institutions Duty	\$90.00	
Postage, telephone calls & Bank charges	\$20.00	
Registration fee on Discharge of Mortgage(2)	\$112.00 -	
Stamp Duty on Transfer	\$10,000.00	
Registration fee on Transfer	\$611.00 -	
Stamp Duty on Mortgage	\$564.00	
Registration fee on Mortgage	\$56.00 -	\$11,453.00
		<hr/>
		\$11,453.00
		=====

E. & O.E.  
17 March 1993



16-3-93  
2-25

To: Anthony Rohan - 836 0633

On the phone -

left message to ring me.

To: Anthony Rohan -

2-40.

Advised original quote for Valued  
\$500 - rec ATC for \$800?

Misprint - should be \$500 - Amend  
our copy he will amend his.

(his '5' looks a bit like an '8')

15/3/93

BLOTT/SYLVIA  
Valuation being considered today.  
Valuation: 20%?

Now confining use.  
"light industrial"

Ins. - Policy proceeds  
for work out.

→

Approval -

Assume - going ahead.

\$150,000 or 66%

\$225,000 66.67% ok.

11/3/93

houssa

Rosemary Bondelino

Blewitt.

11.00 am on 22/3

at Westpac 360 Collins St

1. Westpac	\$ 127,547-00
2. A.G.C. Ltd.	\$ 45,970-70
3. Vendors	Balance

ANSWERS TO REQUISITIONS ON TITLE  
RE: MORTGAGE WITH J.M. ROTHFIELD  
PPTY: 1/85 KERR STREET, FITZROY

1. Westpac Bank as First Mortgagee to the Vendor.
2. The Vendors as owners.  
*To be let to tenant upon settlement*
3. Not to the Mortgagor's knowledge.
4. There are none to the Mortgagor's knowledge.
5. Not to the Mortgagor's knowledge.
6. (a)-(b) Other than those disclosed by the usual Certificates supplied, not to the Mortgagor's knowledge.
7. (a)-(b) Other than the usual rate notices, not to the Mortgagor's knowledge.
8. Not to the Mortgagor's knowledge.
9. Not to the Mortgagor's knowledge.
10. Not to the Mortgagor's knowledge.
11. (a) Noted.  
(b)-(c) Not to the Mortgagor's knowledge.
12. Not to the Mortgagor's knowledge.

- 13. (a)-(c) Not to the Mortgagor's knowledge.
- 14. Not to the Mortgagor's knowledge.
- 15. No.
- 16. (a) Not to the Mortgagor's knowledge.  
(b) Not applicable.  
(c) Not applicable.  
(d)-(e) Not to the Mortgagor's knowledge.  
(f) Not applicable.
- 17. No.
- 18. Not to the Mortgagor's knowledge.
- 19. No.
- 20. (a) Company:  
Sum Insured: \$  
Due Date:  
Premium: \$  
(b) Not applicable
- 21. Not applicable.
- 22. No.

23. (a) Not to the Mortgagor's knowledge.  
(b) As far as the Mortgagor is aware, yes.
24. The Mortgagee is referred to the search of title supplied.
25. No.
26. (a)-(b) Not to the Mortgagor's knowledge.
27. Noted.
28. Noted.
29. Mortgagor to be registered as proprietor upon settlement.
30. Copy attached.
31. (a)-(c) None to the Mortgagor's knowledge.
32. Not to the Mortgagor's knowledge.
33. No.
- 34-35 Not to the Mortgagor's knowledge.
36. The dwelling is one of a pair. The owners have effected their insurance.
- 37-38 Not to the Mortgagor's knowledge.

- 39-41 Not applicable.
- 42. So far as the Mortgagor is aware, yes.
- 43. Not to the Mortgagor's knowledge.
- 44. Copy attached.
- 45. Noted.
- 46. This will be done.
- 47. Noted.
- 48. Noted.

The alleged right is denied.

I certify that these Answers are to the best of my knowledge true and correct.

DATED the 18<sup>th</sup> day of March, 1993.



.....  
Signed by the said RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific Power  
of Attorney dated 4th day of February 1993.

**ANSWERS TO REQUISITIONS ON TITLE**  
**RE: MORTGAGE WITH J.M. ROTHFIELD**  
**PPTY: 1/85 KERR STREET, FITZROY**

1. Westpac Bank as First Mortgagee to the Vendor.
2. The Vendors as owners.
3. Not to the Mortgagor's knowledge.
4. There are none to the Mortgagor's knowledge.
5. Not to the Mortgagor's knowledge.
6. (a)-(b) Other than those disclosed by the usual Certificate supplied, not to the Mortgagor's knowledge.
7. (a)-(b) Other than the usual rate notices, not to the Mortgagor's knowledge.
8. Not to the Mortgagor's knowledge.
9. Not to the Mortgagor's knowledge.
10. Not to the Mortgagor's knowledge.
11. (a) Noted.  
(b)-(c) Not to the Mortgagor's knowledge.
12. Not to the Mortgagor's knowledge.



13. (a)-(c) Not to the Mortgagor's knowledge.
14. Not to the Mortgagor's knowledge.
15. No.
16. (a) Not to the Mortgagor's knowledge.  
(b) Not applicable.  
(c) Not applicable.  
(d)-(e) Not to the Mortgagor's knowledge.  
(f) Not applicable.
17. No.
18. Not to the Mortgagor's knowledge.
19. No.
20. (a) Company:  
Sum Insured: \$  
Due Date:  
Premium: \$
- (b) Not applicable
21. Not applicable.
22. No.

23. (a) Not to the Mortgagor's knowledge.  
(b) As far as the Mortgagor is aware, yes.
24. The Mortgagee is referred to the search of title supplied.
25. No.
26. (a)-(b) Not to the Mortgagor's knowledge.
27. Noted.
28. Noted.
29. Mortgagor to be registered as proprietor upon settlement.
30. Copy attached.
31. (a)-(c) None to the Mortgagor's knowledge.
32. Not to the Mortgagor's knowledge.
33. No.
- 34-35 Not to the Mortgagor's knowledge.
36. The dwelling is one of a pair. The owners have effected their insurance.
- 37-38 Not to the Mortgagor's knowledge.

- 39-41 Not applicable.
- 42. So far as the Mortgagor is aware, yes.
- 43. Not to the Mortgagor's knowledge.
- 44. Copy attached.
- 45. Noted.
- 46. This will be done.
- 47. Noted.
- 48. Noted.

The alleged right is denied.

I certify that these Answers are to the best of my knowledge true and correct.

DATED the                      day of                      1993.

.....  
Signed by the said RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific Power  
of Attorney dated 4th day of February 1993.

# BODY CORPORATE CERTIFICATE

Body Corporate Number 011174

HARRY JULIAN ONSMAN & NIKKI D'EMDEN

Vendor  
Purchaser  
Reference

This certificate is issued for ~~EXX~~ /Unit 1 on Plan No. 011174

the postal address of which is UNIT 1/85 KERR STREET FITZROY

1. The present fees for the above ~~XX&~~ /Unit 1 are \$ Nil  
/quarter (or other period)

2. The fees are paid up until / / NOT APPLICABLE

3. Unpaid fees including interest now total \$ NIL

Insert  
details

4. The following special fees or levies have been struck and are due and payable on the dates indicated—  
Nil

5. The body corporate has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above—

Nil

6. The body corporate has the following insurance cover—

Name of Company

No. of Policy

Kind of Policy

Building Amount

Public Liability Amount

Buildings Covered

Renewal Date

or

The members must arrange their own insurance in accordance with Regulation 706 of the Subdivision (Body Corporate) Regulations 1989.

7. The body corporate ~~has~~/has not submitted any special rules to the Office of Titles.
8. The body corporate ~~has~~/has not resolved that the by-laws cease to apply to it (applicable only to strata and cluster plans).
9. The body corporate ~~has~~/has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5 (*attach details*)
10. The body corporate has not granted any lease licence or special privilege affecting the common property except the following—

Not Applicable

11. The body corporate has not made any agreement to provide services to members and occupants for a fee except the following—

Not Applicable

12. The body corporate is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following—

Not Applicable

13. No proposal has been made for the appointment of an administrator except as follows—

Not Applicable

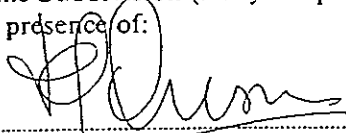
Dated this 1<sup>st</sup> day of February 1993

THE COMMON SEAL of BODY CORPORATE

\*STRATA ~~XXXXXXXXXX~~ CLUSTER No.

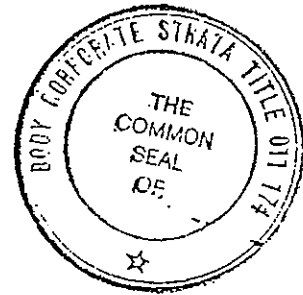
PLAN No. 011174

was hereunto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

 (H. J. ONSMAN)

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer



Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.

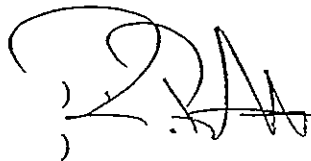
\*Delete if inapplicable

## SPECIFIC POWER OF ATTORNEY

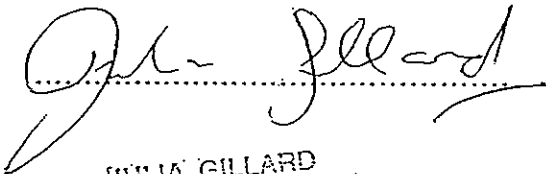
THIS SPECIFIC POWER OF ATTORNEY is made on the 4th day of February 1993 by me RALPH BLEWITT of 138 Warwick Road, Duncraig in the State of Western Australia.

1. I APPOINT BRUCE MORTON WILSON of 63-65 Drummond Street, Carlton in the State of Victoria to be my Attorney.
2. I AUTHORISE my Attorney to do on my behalf any thing that I may lawfully authorise an Attorney to do in relation to the purchase of property situate in the State of Victoria.

SIGNED SEALED AND DELIVERED by  
RALPH BLEWITT



Witnessed by:



JULIA GILLARD  
A Solicitor holding a current  
practising certificate pursuant  
to the Legal Profession Practice  
Act 1953.  
562 Little Bourke Street  
Melbourne

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT  
COPY OF THE SPECIFIC POWER OF ATTORNEY OF THAT  
WHICH IT PURPORTS TO BE.

DATED: THE 23RD DAY OF FEBRUARY, 1993



OLIVE BROSNAHAN  
562 Little Bourke Street, Melbourne  
A Fellow of The Institute of  
Legal Executives (Vic.) holding  
a current Certificate

SLATER & GORDON

562 Little Bourke Street, Melbourne

SUBDIVISION REQUISITIONS ON TITLE

DATE: 18 March 1993

RE: J.M. ROTHFIELD - MORTGAGE WITH BLEWITT

PPTY: 1/85 KERR STREET, FITZROY

1. Who has custody of the duplicate Certificate of Title or the Title Deeds to the Lot and by what right?
2. (a) Who is in possession or occupation of the Lot sold and by what right? Full particulars of any tenancy must be given, and a copy of any lease, agreement for a lease or tenancy agreement must be supplied?  
  
(b) Is any dwelling on the property prescribed premises within the meaning of Part V of the Landlord and Tenant Act 1958?
3. Is any person in adverse possession of the Lot or any part thereof or exercising any adverse rights thereover? If so, particulars are required and any such rights must be extinguished and the adverse possessor removed before settlement.
4. The Mortgagor is required to give full particulars of all breaches and/or infringements of all restrictive covenants easements and the like affecting the Lot and is required to rectify same prior to settlement.
5. Is the Title to the Lot or the Common Property subject to any unregistered mortgage, lien, charge, easement, covenant, public right or way, option to purchase, contract of sale, or other right or encumbrance not disclosed by the usual searches? If so, particulars must be supplied and, if required by the Mortgagee, it must be removed at or before settlement.
6. Do any:-
  - (a) Melbourne & Metropolitan Board of Works or other sewerage or other authorities' encumbrances encumber the land; or

- (b) public or private authorities' pipes, sewers, conduits, wires, meters, fixtures or fittings affixed to or run through or under the land which are the property of such authority whether by statute or otherwise?

If so, they must, at the Mortgagee's option, be removed prior to the due date for settlement.

7. (a) Has any notice, or any order or determination, relating to the property been given or made under any Act regulation or by-law or by the Body Corporate in respect of the Lot or the Common Property or any buildings or improvements thereon? If so, particulars must be supplied and, if required by the Mortgagee, the notice, order or determination must be disposed of or complied with at the Mortgagor's expense before settlement.
- (b) Has the Body Corporate to the Mortgagor's knowledge received any notice or order from any competent or local authority in respect of the Lot or the Common Property or any buildings or improvements thereon?
8. Is the Lot or the Common Property or any part thereof now used for any purpose which is not in conformity with or is in contravention of any Interim Development Order or Planning Scheme made by the Melbourne & Metropolitan Board of Works or by the Municipal Council or Shire or other responsible authority or by-law or regulation made under the Town & Country Planning Acts or the Local Government Act? If so, full particulars are required.
9. Has any permit in relation to the Lot or the Common Property been issued under the Town & Country Planning Act 1961? If so, particulars must be supplied.
10. Is the land within any area which is subject to any authority (other than the municipality and Melbourne & Metropolitan Board of Works) having power to levy rates or execute works of which the cost is chargeable on land, in relation to water supply, sewerage, drainage, railway construction, flood protection or other matter? If so, the name of the authority and particulars of any amounts payable in respect of the land are required.
11. (a) All rates, taxes (including Land Tax and Body Corporate Charges) and municipal and other charges owing on the land must be paid by the Mortgagor up to the date of settlement, and receipts thereof produced to us.



- (b) Is the land non-rateable, exempt, or has it only recently become rateable or non-exempt pursuant to the Local Government Act, Land Tax Act or other rating or taxing Acts? If so, details are required and the Mortgagor shall be responsible for the rates, taxes and moneys that may be payable for periods prior to settlement.
  - (c) Have any extra or separate rates been levied or are any about to be levied?
- 12. Has any and if so, what person the right to remove any and which buildings, improvements, fixtures and fittings now upon the Lot or the Common Property? If so, particulars are required.
- 13.
  - (a) Is the land filled land?
  - (b) Is the land flood prone or designated as flood prone on any plan of subdivision of which the land forms part or pursuant to the Drainage Act?
  - (c) Is the land designated a drainage course pursuant to the Drainage Act? If so, what requirements, if any, have been made by the Drainage Board and what reimbursement has been intimated will be paid?
  - (d) If "yes" to any of the above, the Mortgagee reserves the right to withdraw from the Mortgage.
- 14. Have any buildings or appliances or fittings on the land been constructed or altered or installed without the proper permit from the local Municipal Council, Health Department, or other constituted authority where such permit is required by law? If any such building, appliance or fittings does not comply with any Act, Regulation or By-law and the Mortgagor may be required to expend money to comply therewith, the Mortgagee requires details and also requires that sufficient money is withheld at settlement to ensure such compliance.
- 15. Has any building on the property been designated pursuant to the Historic Building Act 1974 or has any Interim Preservation Order been served in respect of any such building or is the Mortgagor aware of any proposal to make any such Order? If so, particulars are required.
- 16.
  - (a) Does the property include a dwelling-house as defined in Part XLIV of the Local Government Act 1958 (as amended) or in the House Contracts Guarantee Act 1987 (as amended)?

- (b) If yes to 16(a) is there in force an approved indemnity under Part XLIX of the Local Government Act or a guarantee under the House Contracts Guarantee Act? If yes full particulars are required together with a certificate issued pursuant to Section 918E(3)(b) and (3A) of the Local Government Act and/or a certificate issued pursuant to Section 25(3)(c) and 25(4) of the House Contracts Guarantee Act. If no please provide reasons.
  - (c) Production is required of a copy of Certificate of Occupancy issued in respect of each dwelling-house on the property. If in respect of any such dwelling-house a Certificate of Occupancy has not been issued provide reasons.
  - (d) Do the provisions of Section 9 and 10 of the House Contracts Guarantee Act apply in respect of any dwelling-house on the property. If yes give reasons and provide (if not already provided) the report required to be given pursuant to Section 9(1)(a) and/or Section 9(2)(a) and/or Section 10(1) of that Act.
  - (e) Is the Mortgagor aware of any and if so what:-
    - (i) defects; or
    - (ii) major defects; or
    - (iii) bad workmanshipin the construction of any dwelling-house on the property? If yes full particulars are required.
  - (f) If there is in force an approved indemnity under the Local Government Act or a guarantee under the House Contracts Guarantee Act in respect of any dwelling-house on the property, has any claim been made thereunder or is there any ground for a claim thereunder? If yes full details are required.
17. Are there any Unused Road, Waterfrontage, Grazing, Water Diversions, Environment Protection Act or other licences appurtenant to the land? If so, they must, if the Mortgagee so requires, be transferred to the Mortgagor at settlement.
18. Have any proceedings been commenced (or threatened to be commenced) by any person to obtain an order or has any order been made by any Court (inclusive of Family Law Court) or any Tribunal or Arbitrator in respect of

the Lot? If so, full details are required, and:-

- (a) such proceedings if commenced must be discontinued, or
  - (b) proof is required that the person making such order or threatening such proceedings or in favour of whom such order was made has consented to the present Mortgage.
19. Is the Mortgagor under any legal disability that may effect its power to mortgage and/or transfer real estate or is the Mortgagor or has it at any time been bankrupt or in liquidation receivership or under Official Management or has same been threatened or proposed or has the Mortgagor made an arrangement or composition with creditors or are there any current lites pendentas, judgments, orders, decrees or executions against the Mortgagor? If yes to any part of the above particulars and proof that this Mortgage is not prejudiced or affected thereby are required.
20. (a) What are the particulars of fire insurance of the buildings on the property including the name of the Company, the sum insured, the due date, the premium payable and the date to which the premium is paid.
- (b) Particulars of any other insurances in respect of the property are required.
21. If the Mortgagor is a company and has given any registered or unregistered charge or debenture or the like in respect of any of its assets, particulars and a coy of same are required. If the same affects the land mortgaged a satisfaction piece or release or discharge insofar as it affects the property mortgaged is to be produced at or before settlement.
22. Has the Mortgagor or anyone on his behalf granted any option to purchase or entered into a contract of sale in regard to the property or any part thereof which is still subsisting? Particulars are required.
23. (a) Has any notice been served or agreement made relating to the land in the Plan of Subdivision under the Fences Act 1968 or otherwise in respect of fences erected on the property? If so, particulars are required and the Mortgagor is to comply with same before settlement.
- (b) Are all fences and party walls erected on the land hereby mortgaged on title boundaries? If not, details are required.

24. Are any walls on the Lot party walls? If so, particulars are required.
25. Has the Mortgagor or any person on the Mortgagor's behalf knowledge of any discrepancy between actual and title measurements and boundaries in the Plan of Subdivision? If so, or should such a discrepancy be discovered, the Mortgagor is required to amend the title.
26.
  - (a) Is there any activity carried on in the Lot which creates or constitutes pollution of the environment?
  - (b) Is any sewerage or waste discharged from the Lot other than into a sewer provided by the M.M.B.W. or other statutory authority?
  - (c) If yes to 26(a) or 26(b) above, has a licence under the Environment Protection Act been issued? If so, particulars thereof and a copy of same are required.
27. The Mortgagor shall, subsequent to the settlement of the Mortgage, comply with all requisitions and provide all necessary assistance to enable compliance with requisition from Registrar of Titles to enable registration of the Mortgagee as registered proprietor of Mortgage over the land secured.
28. Any Mortgages, Caveats or charges affecting the property must be discharged at or prior to settlement.
29. Is the Mortgagor registered as the proprietor of an estate in fee simple in the land? If not, proof as to what power or authority the Mortgagor has to mortgage and verification of any document relied upon by the Mortgagor in support of his title is required.
30. If any document produced by the Mortgagor pursuant to the Mortgage or in response hereto (including any Instrument of Transfer) is executed by an Attorney the Mortgagor is to produce with that document a photocopy of the relevant power which photocopy is certified in accordance with the provisions of the Instruments Act.
31. What, if any, agreements exist with regard to:-
  - (a) The enjoyment of light and air through any of the windows in the buildings on the Lot or the Common Property?
  - (b) Any wires or cables attached to or laid under or over the Lot or the Common Property?

- (c) The underpinning of the foundation of any building erected on the Lot or the Common Property, or insofar as it affects the Lot or the Common Property, the foundation of any building or neighbouring properties?
32. Is there any proposal by any authority to acquire the property compulsorily or which may adversely affect the use or enjoyment of the property? If so, particulars must be supplied.
33. (a) Have there been any additions to, or amendments or repeal of the Rules of the Subdivision (Body Corporate) Regulations 1989.
- (b) Is the Mortgagor aware of the proposed alteration to the Rules? If so, particulars are required.
- (c) Has any amendment been made to by-law 5(f) of the First Schedule under the Strata Titles Act 1967.
34. Is the Mortgagor aware of any default made by the Body Corporate in complying with any requirements of or duty imposed on it by the said Act or the regulations made thereunder.
35. Has the Body Corporate, to the Mortgagor's knowledge, granted to any member or other person any special right or privilege in relation to the common property? If so, particulars are required.
36. Full particulars together with copies of all insurances effected by the Body Corporate are required. Does the reinstatement insurance cover all events set out in Schedule 2 of the Subdivision (Body Corporate) Regulations 1989?
37. Has there been any resolution of the Body Corporate under Regulation 706 of the Subdivision (Body Corporate) Regulations 1989 relating to insurance?
38. Are there any proceedings pending in which the Body Corporate is suing or being sued? If so, particulars are required.
39. What is the name and address of the person who is the Secretary of the Committee of the Body Corporate?
40. What contributions are currently being made by the Mortgagor to the Body Corporate and when are they payable?
41. Has the Body Corporate continuously displayed a notice and caused to be continuously available a receptacle suitable for the purposes of postal delivery

pursuant to Regulation 202 of the Subdivision (Body Corporate) Regulations 1989.

42. To the Mortgagor's knowledge, does the land in the Subdivision as occupied or fenced accord with the land as described in the Certificates of Title relating thereto? If not, particulars are required.
43. Have any proceedings been contemplated or commenced by any person to obtain an Order pursuant to the Family Law Act 1975 (as amended) or has any such order been made by the Family Court of Australia or any other Court in respect of the property? If so such proceedings must be discontinued.
44. The Mortgagor shall, prior to settlement, produce to the Mortgagee a Section 4 Certificate showing that (save as to adjustable current contributions) that there are no monies owing by the Mortgagor to the Body Corporate.
45. The Mortgagor is required to advise the whereabouts and if required produce the Certificate of Title to the Common Property.
46. Searches at the Titles Office reveal that the property being Mortgaged stands in the name of Harry Julian Onsmann and Nikki D'Emden. A registerable Transfer transferring the property into the names of the Mortgagors must be produced at settlement.
47. A Certificate of Currency or Policy of Insurance with J.M. Rothfield included as Mortgagee thereon must be produced at settlement. Such Policy or Certificate to be with a Company approved by the Insurance Commissioner for at least \$200,000.00 with provision for "CASH PAYOUT".
48. The Mortgagor is required to advise the Mortgagee of any change to any answers to any of these requisitions or enquiries from the time of answer to settlement.

The Mortgagee reserves the right to make further inquiries or further requisitions on or objections to the Title arising out of any answers to the above or on production of documents hereby required to be produced or otherwise.

Yours faithfully

SLATER AND GORDON

per:

Olive Brosnahan

MEMORANDUM

**TO:** OLLY BROSNAHAN  
**FROM:** SYLVIA DICKSON  
**RE:** R BLEWITT - PPTY: 1/85 Kerr St, Fitzroy  
**DATE:** 16TH MARCH 1993

We enclose copy of the Valuation Report for the above property as well as an account from Herron Todd White. Please note the account is for \$800.00 and the amount you are holding is \$500.00. You may need to contact the valuer regarding this.

Thanks

A handwritten signature in cursive script, appearing to read 'Sylvia', written in black ink.

Herron Todd White

# VALUATION REPORT

original  
transferred.

**VALUERS**



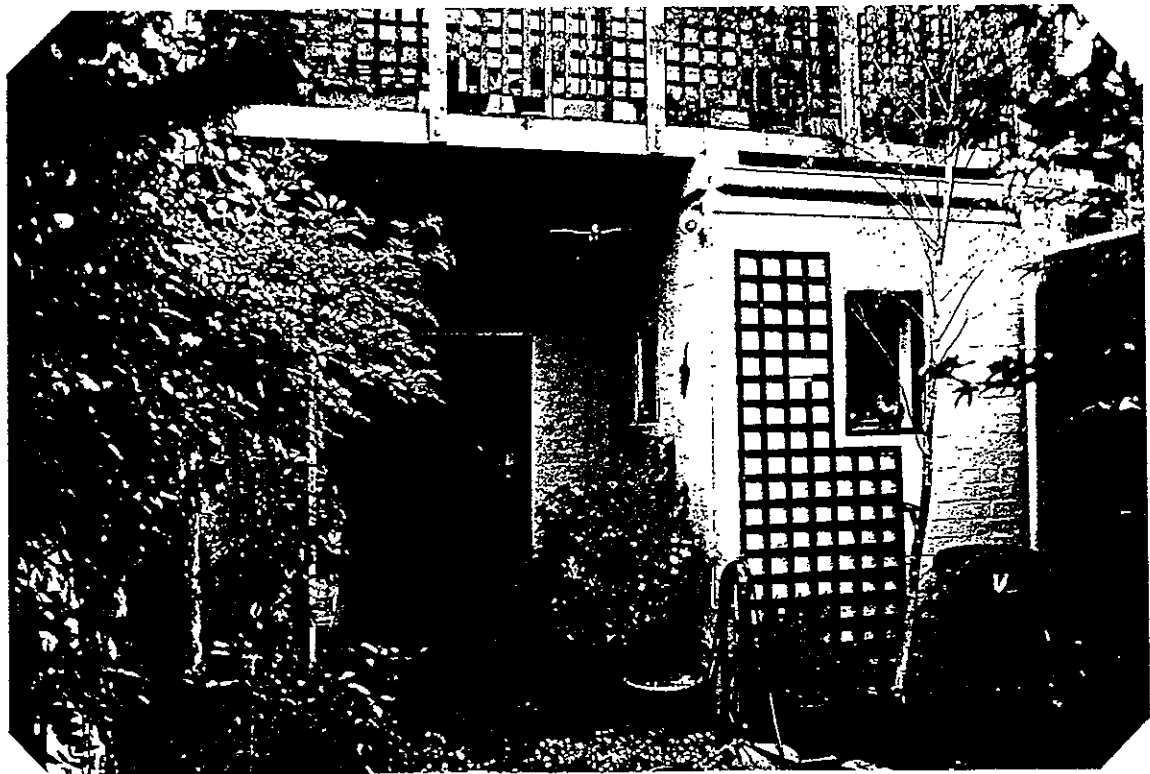
**VALUATION REPORT**

**NO. 85 KERR STREET  
FITZROY**

**LATERGORDON FINANCIAL PLANNING PTY LTD**

**11TH MARCH 1993**

**WALTON & TOWERS VALUERS**



## TABLE OF CONTENTS

Valuation Certificate	1
Terms of Reference	2
Relevant Date	2
Synopsis	2
Recommendation	3
Insurance	3
Title	4
Town Planning	4
Measurements and Occupation	5
Services	5
Locality	5
Topography	6
Environmental Issues	6
Improvements	
Description	7
Construction	7
Accommodation	8
Secondary Improvements	9
Rental Value	9
Market Commentary	9
Valuation Rationale	
Direct Comparison	10
Summary	11

Partners  
John F.V.L.E. (Val & Econ), A.R.E.I.  
Jrmer A.V.L.E. (Val)  
F.V.L.E. (Econ), A.R.E.I.  
Graham Peters A.V.L.E. (Val)  
Gavan Bourke F.V.L.E. (Val)  
Shane Close A.V.L.E. (Val)

Consultants  
John Thomson F.V.L.E. (Val)  
Michael Maloney F.V.L.E. (Val)  
Graham Orr F.V.L.E. (Val), A.R.E.I.

## Herron Todd White

Valuers Victoria  
Prop. Thomson Maloney & Partners Pty. Ltd.  
A.C.N. 006 085 141

**HTW VALUERS**

Reply to  
Our Ref  
Your Ref

Surrey Hills  
19519:AR:ia  
Sylvia Dickson

Registered Valuers throughout Australia

11th March 1993

Slatergordon Financial Planning Pty Ltd  
and  
Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

Dear Sir,

RE: MORTGAGE APPLICATION - BLEWITT  
PROPERTY ADDRESS - NO. 85 KERR STREET, FITZROY


Further to recent instructions, I have inspected the abovementioned property to assess fair market value, in Terms of Reference.

### VALUATION

In accordance with the accompanying report, I assess value as at the relevant date, to be

TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS  
(\$225,000)

Furthermore, I consider the property to represent a suitable security for mortgage purposes, as subsequently detailed.

  
ANTHONY P. ROHAN A.V.L.E. (Val)  
Registered Valuer for Victoria No. 1737.

Surrey Hills  
1st Floor  
140-148 Union Road  
Surrey Hills 3127  
(PO Box 190 Balwyn 3103)  
Telephone: 836 0633  
Facsimile: 836 4233 836 4963  
Audoc: DX 31203 Balwyn

Melbourne  
1st Floor  
121 Flinders Lane  
Melbourne 3000  
Telephone: 654 8388  
Facsimile: 654 2031

Sydney (02) 261 5677  
Parramatta (02) 635 6888  
Dubbo (068) 84 2999  
Perth (09) 481 3491  
Adelaide (08) 212 5650  
Brisbane (07) 229 6122  
Gold Coast (075) 97 3200

Sunshine Coast (074) 44 7277  
Cairns/Pt. Douglas (070) 51 7533  
Townsville (077) 72 2722  
Mackay (079) 57 7348  
Rockhampton (079) 27 4655  
Gladstone (079) 72 3833  
Toowoomba (076) 32 1861

## REPORT

### PROPERTY

No. 85 Kerr Street, Fitzroy - Municipality of Fitzroy.

### TERMS OF REFERENCE

To assess the current market value of the freehold only, exclusive of chattels, for first mortgage purposes.

Value is therefore assessed at the instruction of Slatergordon Financial Planning Pty Ltd, and Slater & Gordon, Solicitors, as intending mortgagee/s.

### RELEVANT DATE

The relevant date, being the date of my inspection, is the 10th March 1993.

### SYNOPSIS

The subject property consists of a semi-attached Victorian style brick terrace incorporating a small attic, and a paved rear courtyard.

The value of the property has been assessed by direct reference to recent comparable sales, as subsequently detailed.

## RECOMMENDATION

I consider the subject property to represent a suitable security for first mortgage purposes, for up to two thirds of my valuation. In accordance with prudent lending policy, I also recommend your firm give due consideration to my comments and recommendation made under the headings "Insurance" and "Town Planning" in the body of this report.

Furthermore, I advise that a copy of this Valuation and Report may be made available to and relied upon by any mortgage insurer which proposes to insure or actually insures a loan advanced against the security of the subject property, although as is required by the terms of my company's professional indemnity insurance policy, any such party wishing to rely upon this report must seek my formal authorisation in writing.

## INSURANCE

In regard to a strata title development of this nature, I advise that it is usual for the Body Corporate to arrange adequate insurance to protect the proprietors interest in the event of damage or complete destruction. Accordingly, I recommend details of the relevant policy be sought to ensure that the building is adequately insured on an individual basis.

However, by way of guidance, I suggest a minimum cover in respect of the subject unit, to be \$200,000. In accordance with the comments under the heading "Town Planning", I recommend the Insurance Policy have an appropriate clause providing for a cash payout in the event of substantial damage or complete destruction.



## MEASUREMENTS AND OCCUPATION

In accordance with the Plan of Strata Subdivision, the parent site is irregular in shape, having a frontage of 9.14 metres to the northern side of Kerr Street, and commences 36.09 metres west from Brunswick Street. The balance of the site is irregular in shape and is best described by reference to the attached Plan of Strata Subdivision.

All land measurements pertaining to the parent site are accepted as shown on the Plan of Strata Subdivision, as the property was surveyed by Mr John M. Paul, licensed surveyor, of Heathmont, on 12th October 1977, as a necessary condition for the implementation of a strata subdivision.

## SERVICES

Kerr Street is fully constructed in the usual manner for the area with a centre bitumen seal, bluestone kerbs and channels, and asphalt paved footpaths.

All usual utilities such as electricity, gas, sewer and water are connected to the property.

## LOCALITY

Within the municipality of, and within the area known as Fitzroy, Post Code 3065, the subject property is situated on the northern side of Kerr Street, just west from Brunswick Street, at Melway Map Ref. 2C B6, as shown on the attached locality plan.













Having considered the evidence of the various sales transacted, and analysed to indicate land value, I am satisfied that in respect of the subject site, a land value of \$110,000 is currently applicable, with the improvements having an added value of \$115,000, indicating a current value of \$225,000, as is well supported by the direct evidence of comparable sales.

### SUMMARY

The proposed security consists of a well presented and maintained, semi-attached two storey Victorian style brick terrace dwelling. The house has been internally upgraded, retains many original period style features, is centrally heated, and represents in my opinion, a totally appropriate improvement both to the particular allotment of land and locality generally.

The property forms part of the established inner suburb of Fitzroy. The immediate area is of mixed utility comprising a number of land uses, including residential, commercial and industrial premises. The location is extremely convenient, close to a full range of complementary services and facilities, including the Melbourne Central Business District.

For your information, I disclose that the subject property was recently purchased by the mortgage applicant, at public auction, for \$230,000, a figure which includes usual attached chattels.

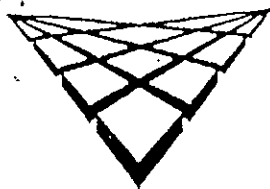
For the purpose of this assessment, I have had regard to the evidence of a number of recent sales, to some of which I have referred and have also discussed the

property with the areas most active local agents. In conclusion, I am satisfied having regard to current market conditions, that the subject property would meet with demand if it were offered for sale and that on normal reasonable terms and conditions, could be sold at the assessed value without undue delay. Accordingly, I believe the property to represent a suitable security for mortgage purposes, as recommended.

This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. It should be noted that any subsequent amendments or changes in any form to the valuation and report would only be notified to and known by the party to whom it is addressed.



ANTHONY P. ROHAN A.V.L.E. (Val)  
Registered Valuer for Victoria No. 1737.



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 1

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Register Search 40410753590L      Volume 09250 Folio 117  
 Customer 1585K      Printed 17/02/1993 09:51 am

LAND

---

Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 08431 Folio 007

Created by instrument G917015

REGISTERED PROPRIETOR

---

ESTATE FEE SIMPLE

Tenants in common

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON

Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

---

MORTGAGES AND CHARGES IN PRIORITY RANKING

1 R312121J MORTGAGE

WESTPAC BANKING CORPORATION

2 S225734J MORTGAGE

AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.

Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

OB

BLEWITT

TO FOLLOW:- EAS.

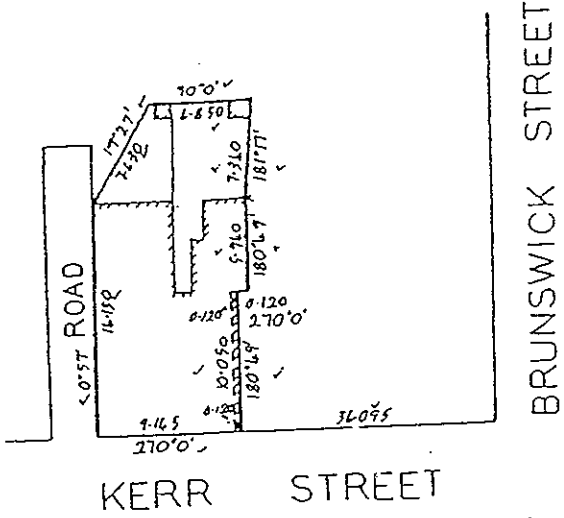


B

PLAN OF STRATA SUBDIVISION

THE PARCEL - The whole of the land described in Certificate of Title Volume 8131 Folio 007 being part of Crown Portion 83 at Fitzroy Parish of Jika Jika County of Bourke  
 POSTAL ADDRESS OF BUILDINGS - 85 & 87 Kerr Street, Fitzroy, 3065  
 ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS - 85 & 87 Kerr Street, Fitzroy, 3065

REGISTERED 11174  
 TIME 8-55  
 DATE 16 JAN 1978



The land shown to us is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.

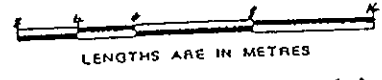


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYOR'S CERTIFICATE

I, John M. PAUL of 111 Ford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 12th day of October 1977 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

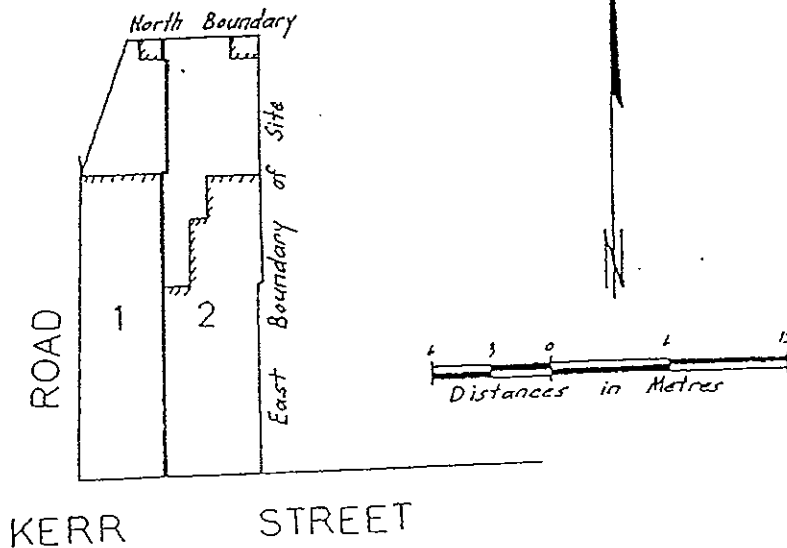
Signature: *John M. Paul* Date: 18-10-77

SEAL OF MUNICIPAL ENDORSEMENT  
 Sealed pursuant to Section 6 (1) of the Strata Title Act  
 ... WITNESS WHEREOF I, THE CORPORATION OF THE MAYOR, AND CITIZENS OF THE CITY OF FITZROY ARE HERE-UNTO AFFIXED THIS Twentysecond DAY OF November, ONE THOUSAND NINE HUNDRED AND Seventyseven  
*William J. Peterson* MAYOR  
*Derryn* COUNCILLOR  
*John James* TOWN CLERK

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability
			1	10	10
			2	10	10
			TOTAL	20	20

*John M. Paul*  
 Licensed Surveyor.



LEGEND

(relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building; The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 hereof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

No unit on this Plan is an accessory unit.

*J. Paul*  
 Licensed Surveyor

RP11174

6-9-10

# PLANNING CERTIFICATE

AIL

Number

100173

Vendor

ONSMAN AND D'EMDEN

Purchaser

ROSE MARY BRONDOLINO AND CO  
261 BRUNSWICK STREET  
FITZROY 3065

Reference

RMB LI

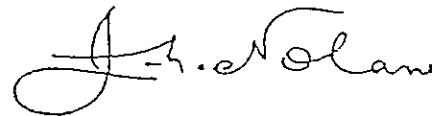
This certificate is issued for :  
Unit 1 85 KERR STREET  
City of FITZROY

The land is covered by the :  
FITZROY PLANNING SCHEME.

The Minister for Planning is the Responsible  
Authority issuing the Certificate.

The land :  
- is included in a GENERAL INDUSTRIAL ZONE  
- is within an URBAN CONSERVATION AREA 1

14 Jan 1993



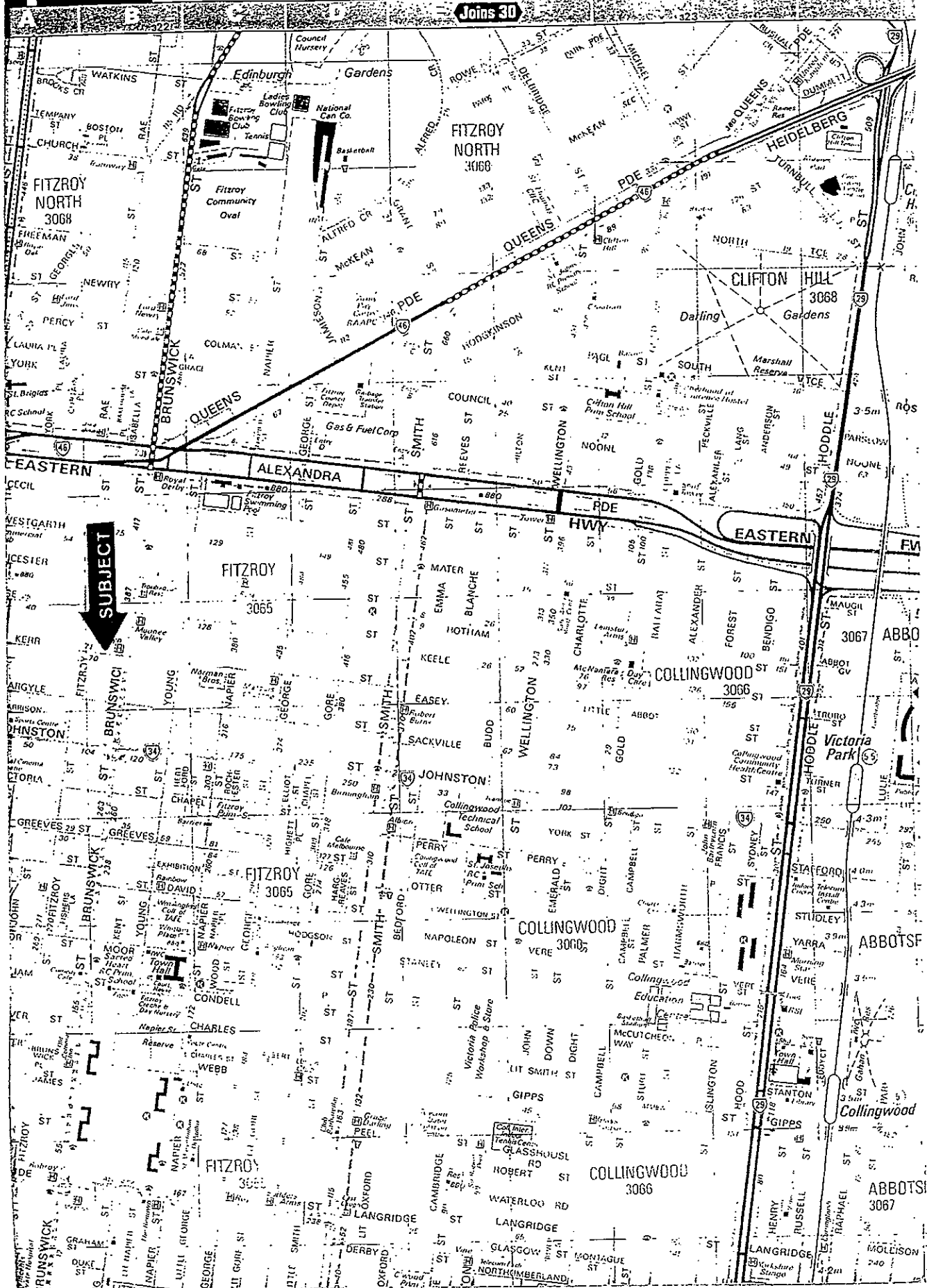
*"Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.  
Copies are available from offices of the Department of Planning & Housing and the municipality shown above."*

The above information includes all amendments, schemes and orders placed on public exhibition up  
to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the Department of Planning and Housing and  
relevant Municipal Offices.

DEPARTMENT OF PLANNING AND HOUSING

Joins 30



**SUBJECT**

LOCALITY PLAN

# BODY CORPORATE CERTIFICATE

Body Corporate Number 011174

HARRY JULIAN ONSMAN & NIKKI D'EMDEN

Vendor

Purchaser

Reference

This certificate is issued for ~~XX~~ /Unit 1 on Plan No. 011174

the postal address of which is UNIT 1/85 KERR STREET FITZROY

1. The present fees for the above ~~XX~~ /Unit 1 are \$ Nil  
/quarter (or other period)

2. The fees are paid up until / / NOT APPLICABLE

3. Unpaid fees including interest now total \$ NIL

Insert  
details

4. The following special fees or levies have been struck and are due and payable on the dates indicated—

Nil

5. The body corporate has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above—

Nil

6. The body corporate has the following insurance cover—

Name of Company

No. of Policy

Kind of Policy

Building Amount

Public Liability Amount

Buildings Covered

Renewal Date

or

The members must arrange their own insurance in accordance with Regulation 706 of the Subdivision (Body Corporate) Regulations 1989.

7. The body corporate ~~has~~/has not submitted any special rules to the Office of Titles.
8. The body corporate ~~has~~/has not resolved that the by-laws cease to apply to it (applicable only to strata and cluster plans).
9. The body corporate ~~has~~/has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5 (*attach details*)
10. The body corporate has not granted any lease licence or special privilege affecting the common property except the following—

Not Applicable

11. The body corporate has not made any agreement to provide services to members and occupants for a fee except the following—

Not Applicable

12. The body corporate is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following—

Not Applicable

13. No proposal has been made for the appointment of an administrator except as follows—

Not Applicable

Dated this 1<sup>st</sup> day of February 1993

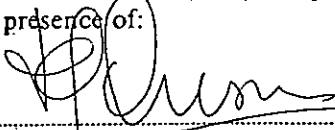
THE COMMON SEAL of BODY CORPORATE

\*Delete if inapplicable

\*STRATA ~~XXXXXXXXXX~~

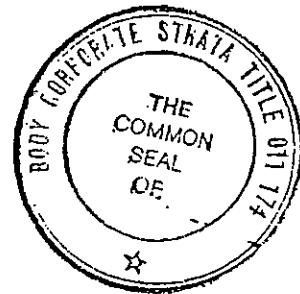
PLAN No. 011174

was hereunto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

 (H. J. ONSMAN)

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer



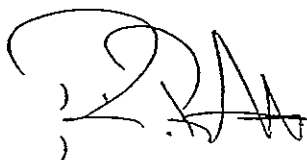
Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.

## SPECIFIC POWER OF ATTORNEY

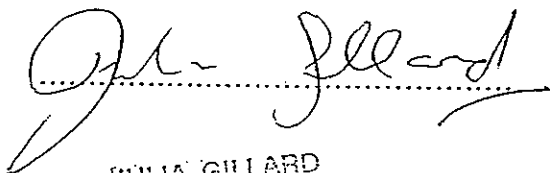
THIS SPECIFIC POWER OF ATTORNEY is made on the 4th day of February 1993 by me RALPH BLEWITT of 138 Warwick Road, Duncraig in the State of Western Australia.

1. I APPOINT BRUCE MORTON WILSON of 63-65 Drummond Street, Carlton in the State of Victoria to be my Attorney.
2. I AUTHORISE my Attorney to do on my behalf any thing that I may lawfully authorise an Attorney to do in relation to the purchase of property situate in the State of Victoria.

SIGNED SEALED AND DELIVERED by  
RALPH BLEWITT



Witnessed by:



JULIA GILLARD  
A Solicitor holding a current  
practising certificate pursuant  
to the Legal Profession Practice  
Act 1978.  
562 Little Bourke Street  
Melbourne

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT  
COPY OF THE SPECIFIC POWER OF ATTORNEY OF THAT  
WHICH IT PURPORTS TO BE.

DATED: THE 23RD DAY OF FEBRUARY, 1993



OLIVE BROSNAHAN  
562 Little Bourke Street, Melbourne  
A Fellow of The Institute of  
Legal Executives (Vic.) holding  
a current Certificate

MEMO TO: JULIA  
FROM: OLLY  
DATE: 12 MARCH 1993  
RE: MORTGAGE - PENALTY INTEREST

---

Higher Rate of Interest is charged:

1. If interest payments are not paid on the due date or within 7 days thereafter
2. If Insurance Premium is not paid and Mortgagee pays it. This amount is added to the principal sum and interest charged
3. Council or Water Rates etc. as above
4. Any costs and/or disbursements expended by the Mortgagee as above



Memo: Julia

From: Olly

mortgage - penalty Interest:

Higher Rate of interest is charged

- ① If <sup>interest</sup> payments are not paid on the due date or within 2 days thereafter
- ② If insurance premium <sup>is</sup> not paid and Mortgagee pays it. This ~~to~~ amount is added to the principal sum and interest charged
- ③ Council or Water rates etc as above
- ④ Any costs or disbursements expended by the mortgagee as above.

# SLATER & GORDON

BARRISTERS & SOLICITORS

Reply to:

OUR REF:

YOUR REF: SD:SMW:930034

2 LITTLE BOURKE STREET  
MELBOURNE, 3000  
P.O. BOX 4864, 3001  
VIC 3001 D.X. 229  
PHONE (03) 602 4855

FAX (03) 600 0290

10 March 1993

Original signed letter of Offer  
handed to Sylvia 10/3/93.

John Rothfield  
Richard Murphy  
Peter Gordon  
Stephen Plunkett  
Robert Stary  
Thomas Styant-Browne  
Wyatt  
Gillard  
Henderson

Mr. R. Blewitt,  
138 Warwick Road,  
DUNCRAIG. W.A. 6023.

Dear Mr. Blewitt,

Consultants  
Trey Llewellyn Jones  
Michael Maplestone  
Peter Lush  
John Lawson

RE: PROPOSED MORTGAGE LOAN TO J.M. ROTHFIELD  
PPTY: 1/85 KERR ST., FITZROY

Associates

William Laher  
Peter Lang  
Hoisted  
Francis Coates  
David Clarke  
Anne Sandford  
John Myall  
John Wheeler  
John Weir

Subject to satisfactory valuation and copy documents requested below, we advise that your Loan Application has been approved subject to the following terms and conditions:-

Amount of Advance:	\$150,000.00 or an amount which does not exceed 66% of valuation obtained, whichever is the lesser.
Term:	Three (3) years.
Interest:	
Lower Rate	9.75% per annum fixed with no right to repay;
Higher Rate:	13.75% per annum.
Interest Payable:	Quarterly in arrears.
Procuration Fee Payable:	0.5% payable to SlaterGordon Financial Planning Pty. Ltd.
Security:	Registered First Mortgage over the land and buildings contained in the subject property.
Mortgagor:	<u>Ralph Blewitt.</u>

Insurance: A Policy of Insurance with J.M. Rothfield noted as First Mortgagee. The relevant Policy is to be issued by an Insurance Company approved by the Australian Insurance Commissioner for an amount as recommended by our Valuer.

Settlement Date: 22nd March, 1993.

Fees Payable by Mortgagor: The Mortgagor will be responsible for payment Slater & Gordon's legal costs involved in the preparation of the Mortgage documentation together with out of pocket expenses, irrespective of whether the loan proceeds to settlement.

Valuation Fee Payable: Approximately \$500.00. If this fee is in excess of the amount paid by this office, then the balance held on account of the valuation fee will be attributed to the Mortgage costs.

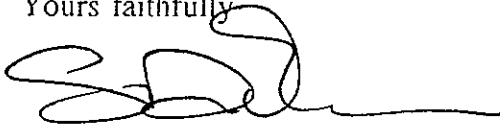
Out of Pocket Expenses: \$200.00.

So that we may obtain a valuation, searches etc. would you kindly let us have a cheque in the sum of \$700 being the total of the estimated valuation fee and out of pocket expenses. Until we are in receipt of this amount this matter cannot proceed further.

Acceptance of Loan: Kindly indicate your acceptance of this loan on the terms and conditions set out herein by signing the duplicate copy of this Letter of Offer where indicated and return to us together with cheque for valuation and out of pocket expenses no later than 4.00 p.m. on Friday 12th March, 1993, otherwise we may allocate the funds to other Mortgage proposals.

We reserve the right to vary, amend or withdraw this offer if in the opinion of the Mortgagee circumstances arise which are detrimental to granting the advance.

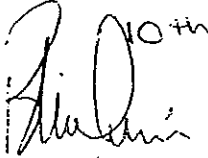
Yours faithfully



Sylvia Dickson  
SLATER & GORDON

P.S. We confirm that you have paid  
\$500.00 towards valuation and  
search fees.

We accept the abovementioned terms and conditions.

DATED the  10<sup>th</sup> day of March 1993.

.....  
SIGNED by RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific  
Power of Attorney dated 4th February, 1993.  
.....

# SLATER & GORDON

BARRISTERS & SOLICITORS

62 LITTLE BOURKE STREET  
MELBOURNE, 3000  
P.O. BOX 4864, 3001  
AUSTRALIA  
PHONE (03) 602 4855

FAX: (03) 600 0290

Reply to:

OUR REF:

YOUR REF: SD:SMW:930034

10 March 1993

Original signed letter of Offer  
handed to Sylvia 10/3/93.

Jonathan Rothfield  
Bernard Murphy  
Peter Gordon  
Stephen Plunkett  
Robert Stary  
Nicholas Styant-Browne  
Iain Wyatt  
Julia Gillard  
Paul Henderson

Mr. R. Blewitt,  
138 Warwick Road,  
DUNCRAIG. W.A. 6023.

Consultants

Goffrey Llewellyn Jones  
Michael Maplestone  
Jennifer Lush  
Gene Lawson

Associates

Colin Maher  
Tony Lang  
Nick Hoysted  
Geoff Coates  
David Clarke  
Zanne Sandford  
Stephen Myall  
Robyn Wheeler  
Simon Weir

Dear Mr. Blewitt,

RE: PROPOSED MORTGAGE LOAN TO J.M. ROTHFIELD  
PPTY: 1/85 KERR ST., FITZROY

Subject to satisfactory valuation and copy documents requested below, we advise that your Loan Application has been approved subject to the following terms and conditions:-

Amount of Advance:	\$150,000.00 or an amount which does not exceed 66% of valuation obtained, whichever is the lesser.
Term:	Three (3) years.
Interest:	
Lower Rate	9.75% per annum fixed with no right to repay;
Higher Rate:	13.75% per annum.
Interest Payable:	Quarterly in arrears.
Procurator Fee Payable:	0.5% payable to SlaterGordon Financial Planning Pty. Ltd.
Security:	Registered First Mortgage over the land and buildings contained in the subject property.
Mortgagor:	<u>Ralph Blewitt.</u>

Insurance: A Policy of Insurance with J.M. Rothfield noted as First Mortgagee. The relevant Policy is to be issued by an Insurance Company approved by the Australian Insurance Commissioner for an amount as recommended by our Valuer.

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Yours faithfully

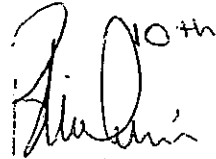


Sylvia Dickson  
SLATER & GORDON

P.S. We confirm that you have paid \$500.00 towards valuation and search fees.

We accept the abovementioned terms and conditions.

DATED the  day of March 1993.



.....  
SIGNED by RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific  
Power of Attorney dated 4th February, 1993.  
.....

10/3/93

Julia

Would like a memo from NOB  
under what circumstances is  
higher interest rate charged.



MEMO TO: OLIVE BROSNAHAN  
FROM: SYLVIA DICKSON  
RE: BLEWITT  
DATE: 9 March 1993

=====


Herewith Loan Approval letter. I assume you are dealing with someone locally and will pass this on.

I have today instructed the Valuers.

I return the cheque for \$500 valuation fee as it has been made payable to S&G. Please receipt onto your Trust ledger and I will let you know when and how much I require to pay the Valuer.

Unless you tell me otherwise, I will assume you have received monies on account of out of pockets.

Thanks,

A handwritten signature in black ink, appearing to be 'Sylvia Dickson', written in a cursive style.

# SLATER & GORDON

BARRISTERS & SOLICITORS

52 LITTLE BOURKE STREET  
MELBOURNE, 3000  
P.O. BOX 4864, 3001  
USDOC D.X. 229  
PHONE (03) 602 4855

FAX: (03) 600 0290

Reply to:

OUR REF:

YOUR REF: SD:SMW:930034

10 March 1993

*nathan Rothfield  
Bernard Murphy  
Peter Gordon  
Stephen Plunkett  
Robert Stary  
Nicholas Styant-Browne  
John Wyatt  
Lia Gillard  
Julie Henderson*

Consultants

*Colin Llewellyn Jones  
Michael Maplestone  
Annifer Lush  
Jane Lawson*

Associates

*Colin Maher  
Amy Lang  
Nick Hoysted  
Jeff Coates  
David Clarke  
Zanne Sandford  
Stephen Myall  
Robyn Wheeler  
Bron Weir*

Mr. R. Blewitt,  
138 Warwick Road,  
DUNCRAIG. W.A. 6023.

Dear Mr. Blewitt,

RE: PROPOSED MORTGAGE LOAN TO J.M. ROTHFIELD  
PPTY: 1/85 KERR ST., FITZROY

Subject to satisfactory valuation and copy documents requested below, we advise that your Loan Application has been approved subject to the following terms and conditions:-

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Yours faithfully



Sylvia Dickson  
SLATER & GORDON

P.S. We confirm that you have paid \$500.00 towards valuation and search fees.

We accept the abovementioned terms and conditions.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 1993.

.....  
SIGNED by RALPH BLEWITT by his Attorney  
BRUCE MORTON WILSON pursuant to a Specific  
Power of Attorney dated 4th February, 1993.  
.....

C O P Y

MEMORANDUM

TO: SYLVIA DICKSON

FROM: OLLY BROSNAHAN

RE: RALPH BLEWITT - LOAN APPLICATION

PPTY: 1/85 KERR STREET, FITZROY

DATE: 9 March 1993

---

As requested herewith facsimile received from Hewitt & Co., Chartered Accountants confirming Mr Blewitt's current income.

We have requested a cheque for \$500.00 representing valuation fee payable and expect to be in receipt of same within the next few days.

Please advise if you have any further requirements.

Thanks,

Olly

ATTN: MS. O. BROSHALAN.

Please find enclosed cheque  
# 1006900 for Rainy Mountain  
Care. (85 West St. Newport)

D. Bennett  
P.O. Box 253

North Bridge . 6003.  
PERRY WA VA.

MEMORANDUM

TO: SYLVIA DICKSON

FROM: OLLY BROSNAHAN

RE: RALPH BLEWITT - LOAN APPLICATION  
PPTY: 1/85 KERR STREET, FITZROY

DATE: 9 March 1993

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We have requested a cheque for \$500.00 representing valuation fee payable and expect to be in receipt of same within the next few days.

Please advise if you have any further requirements.

Thanks,

Olly

*p.s. Cheque herewith*

To AUSTRALIA AND NEW ZEALAND  
BANKING GROUP LIMITED  
198 Adelaide Tce., Perth.

**HOME** HOME BUILDING SOCIETY

WA STAMP  
DUTY PAID  
SECTION  
112V

PAY STATE & GUY OFF BEARER 4-3-93

THE SUM OF FIVE HUNDRED DOLLARS \$ 500.00

DRAWER R E & J A BLEWITT DRAWER'S SIGNATURE [Signature]

⑈000318 ⑈016⑈995⑈ 0053⑈22520⑈

# Hewitt & Company

Chartered Accountants

Suite 43, Piccadilly Square  
Cnr. Lord and Short Streets, Perth, W.A. 6000  
Postal Address: P.O. Box 8355, Perth, Stirling Street, W.A. 6849

Telephone: 325 6466  
Fax: 221 4062

### FACSIMILE TRANSMISSION

FAX NO: 03...6000290... TIME: ...2:40 PM...  
 TO: OLIVE BROSNATHAN FROM: CHARLES SONDERGAARD  
 COMPANY: SLATER & GORDON NO OF PAGES INC COVER: 2  
 DATE: 4-3-93.....

MESSAGE:

The hard copy of the letter will be mailed to your office tonight.

Regards  
Charles



# Hewitt & Company

Chartered Accountants

Suite 43, Piccadilly Square  
Cnr. Lord and Short Streets, Perth, W.A. 6000  
Postal Address: P.O. Box 8355, Perth, Stirling Street, W.A. 6849  
4 March 1993

Telephone: 325 6466  
Fax: 221 4062

Our Ref: VB/CS:AWU100

Slater & Gordon  
Solicitors  
562 Little Bourke St  
MELBOURNE VIC 3000

Attention: Olive Brosnahan

Dear Sirs

At the request of Mr Ralph Blewitt we confirm the following details:

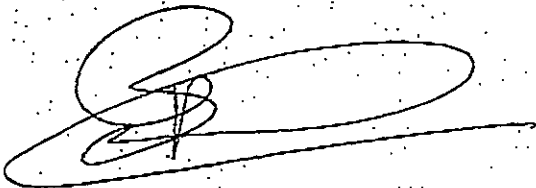
Gross salary received from the Australian Workers Union (West Australian Branch)

1 July 1991 to 30 June 1992 \$47418

Current gross salary \$51801p.a.

Should you have any queries concerning the above please do not hesitate to phone.

Yours faithfully



V. BOROVARAC  
PARTNER

# Hewitt & Company

Chartered Accountants

Suite 43, Piccadilly Square  
Cnr. Lord and Short Streets, Perth, W.A. 6000  
Postal Address: P.O. Box 8355, Perth, Stirling Street, W.A. 6849

Telephone: 325 6466  
Fax: 221 4062

4 March 1993

Our Ref: VB/CS:AWU100

Slater & Gordon  
Solicitors  
562 Little Bourke St  
MELBOURNE VIC 3000

Attention: Olive Brosnahan

Dear Sirs

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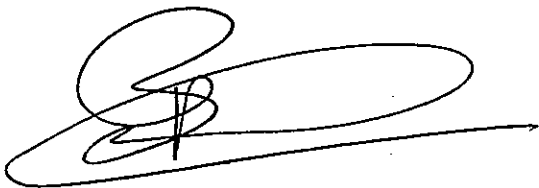
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1 July 1991 to 30 June 1992 \$47418

Current gross salary \$51801p.a.

Should you have any queries concerning the above please do not hesitate to phone.

Yours faithfully



V BOROVAC  
PARTNER

MEMORANDUM

URGENT

TO: SYLVIA DICKSON

FROM: OLLY BROSNAHAN

RE: RALPH BLEWITT - LOAN APPLICATION  
PPTY: 1/85 KERR STREET, FITZROY.

DATE: 3 March 1993

---

We act for Mr Ralph Blewitt who is purchasing the above property for \$230,000.00, settlement of which is to be effected on the 22nd March 1993.

Mr Blewitt requires to borrow \$150,000.00 for a term of three years, interest only.

I refer to our previous discussions and note that interest will be at 9.75%, your procuration fee will be \$750.00.

I have spoken to Anthony Rowan of Herron Todd White who has advised that the valuation fee will be \$500.00.

I enclose copies of the following to assist you in this application:-

1. Contract of Sale.
2. Section 32 Statement.
3. Transfer of Land.
4. Search of Title.
5. Specific Power of Attorney in favour of Bruce Wilson.

Your early advice as to loan approval would be appreciated.

Please advise if you have any further requirements.

Thanks.

OLLY.

3/3/93

Sheryl Financial Planning

BLEWITT

PROOF OF INCOME - ABLE TO SERVICE  
LOAN

COPY OF TAX RETURN 1991-1992/Accountant.

GROUP CERTIFICATES -

Required before loan can be  
approved.

Val Fee \$500 -

Adkins Mr Wilson re  
done 4/3/93 - He will be  
we have proof of ~~income~~ by fax  
for ~~approval~~ - also all we have done

2/3/93

Herron Todd - 836 0633  
White - ~~654 8388~~

Anthony Powa. -

Valuation Fee -  $\frac{\$500-00}{750-00}$   
\$1250-00

Nick OK to proceed 2/3/93

(2/3/93)

Hannon Todd - 836 0633  
White - ~~654 8388~~

---

Anthony Rawa . -

Valuation Fee -  $\frac{\$500.00}{750.00}$   
\$1250.00

Nick OK to proceed 2/3/93

Bel of Math

9.95%  
is only 340.

JMR -

? 66%

Borrow

65.2%

\$150,000.

\$1200  
upfront

9.75%

Sylvia Proc Fee (1/3)

.5%

= \$ 750

Nick - the proceed JMR  
N/A

**BLEWITT - R.**

COPY

OH 29065

**NOR 931044**

North Bridge WA 6000

P O Box 253

Correspondence to:

COMMENCED: 16TH FEBRUARY, 1993

DUE DATE: 22ND MARCH, 1993

PPTY: UNIT 1, 85 KEER STREET, FITZROY

RE: PURCHASE FROM ONSMAN

Pager: 016 983 860

663 6122

Ph: 663 3477 (Direct)

Bruce Wilson

Attorney:

DUNGRAIG W.A. 6023

138 Watwick Road

BLEWITT - Ralph

Tel:



NOBA

Costs - \$795.

Payment to B/C HJ Onsmann & N D'Emden  
Settlement

22 Mar 1993  
33,463.83

Mr Ralph Blewitt  
NOB 931044 Paid by Trust Cheque No. T115079

\$33,463.83

SLATER & GORDON  
BARRISTERS & SOLICITORS  
562 Little Bourke Street, Melbourne 3000  
Telephone: 602 4855 Fax: 600 0290 DX 229 Melbourne

MELBOURNE  
TRUST ACCOUNT

PLEASE DETACH BEFORE BANKING  
PAYMENT ADVICE

Payment to B/C Australia Guarantee Corp Ltd  
Settlement

22 Mar 1993  
45,970.70

Mr Ralph Blewitt  
NOB 931044 Paid by Trust Cheque No. T115078

\$45,970.70

SLATER & GORDON  
BARRISTERS & SOLICITORS  
562 Little Bourke Street, Melbourne 3000  
Telephone: 602 4855 Fax: 600 0290 DX 229 Melbourne

MELBOURNE  
TRUST ACCOUNT

PLEASE DETACH BEFORE BANKING  
PAYMENT ADVICE

Payment to B/C Westpac Banking Corporation  
Settlement Monies

22 Mar 1993  
127,547.00

Mr Ralph Blewitt  
NOB 931044 Paid by Trust Cheque No. T115077

\$127,547.00

SLATER & GORDON  
BARRISTERS & SOLICITORS  
562 Little Bourke Street, Melbourne 3000  
Telephone: 602 4855 Fax: 600 0290 DX 229 Melbourne

MELBOURNE  
TRUST ACCOUNT

PLEASE DETACH BEFORE BANKING  
PAYMENT ADVICE

Payment to B/C City of Fitzroy  
Settlement

22 Mar 1993  
456.27

Mr Ralph Blewitt  
NOB 931044 Paid by Trust Cheque No. T115076

\$456.27

SLATER & GORDON  
BARRISTERS & SOLICITORS

MELBOURNE

**Customer's Record of Bank Cheque**

Please detach this portion before forwarding cheque to payee

DATE : 22 MARCH 1993  
PAYEE : CITY OF FITZROY  
AMOUNT : \$456.27

010770

Branch Number 3009  
Branch Stamp

**Customer's Record of Bank Cheque**

Please detach this portion before forwarding cheque to payee

DATE : 22 MARCH 1993  
PAYEE : WESTPAC BANKING CORPORATION  
AMOUNT : \$127547.00

010771

Branch Number 3009  
Branch Stamp

**Customer's Record of Bank Cheque**

Please detach this portion before forwarding cheque to payee

DATE : 22 MARCH 1993  
PAYEE : AUSTRALIA GUARANTEE CORPORATION LIMITED  
AMOUNT : \$45970.70

010772

Branch Number 3009  
Branch Stamp

**Customer's Record of Bank Cheque**

Please detach this portion before forwarding cheque to payee

DATE : 22 MARCH 1993  
PAYEE : H J ONSMAN AND N D'EMDEN  
AMOUNT : \$33463.83

010773

Branch Number 3009  
Branch Stamp

Land Titles Office

SEARCH RECEIPT

ENQUIRY NUMBER: 369792

SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
REGISTER	INSTR. S502948P	1585K	1014	13/09/95

COPY OF DOCUMENT TO BE SUPPLIED.

DEALINGS AFFECTING		LOCATION				
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	FILED WITH
	NIL					

## Notice of Acquisition of an Interest in Land

Section 15(2) and (3) of the *Land Tax Act 1958* and Regulation 11 of the *Land Tax Regulations 1988* together require every person who acquires any land in Victoria to give notice to the Registrar of Titles in the prescribed form containing the prescribed particulars within one month of the acquisition of that land.

As from 1 July 1993 a Notice of Acquisition must be lodged with the Registrar of Titles instead of the Commissioner of Land Tax and the lodgement of a separate Notice of Disposition for land tax purposes is not required (due to the revoking of Regulation 12 and Schedule C and the amendment of Regulation 11 of the *Land Tax Regulations 1988*).

VENDOR/TRANSFEROR Surname <b>CNSMAN + D'EMDEN</b> <i>If a joint ownership, estate, trust, corporation or company, state full names thereof.</i>		† PURCHASER/TRANSFEEE Surname <b>BLEWITT</b> <i>If a joint ownership, estate, trust, corporation or company, state full names thereof.</i>	
Given names (in full) <b>HARRY JULIAN + NIKKI</b>		Given names (in full) <b>RALPH</b>	
Occupation		Occupation	
Address <b>1/85 KERR STREET FITZROY</b> Postcode		Address <b>13A WARWICK ROAD DUNCRAIG WA 6023</b> Postcode	
Rent (if known) \$		If purchaser will not occupy property state name of occupier (if known)	
Address for service of future notices (if known) <b>UNKNOWN</b> Postcode		Address for service of future notices (if known) <b>1/85 KERR STREET FITZROY</b> Postcode	

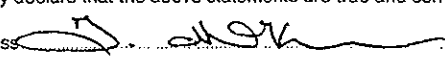
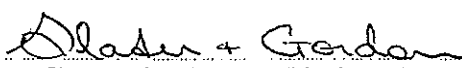
### DETAILS OF TITLE AND TRANSACTION

Area or dimensions <b>9.14 M x 16.13 M (area)</b>	Flat/Unit No. <b>1</b>	Street No. <b>85</b>	Street, road, etc. <b>KERR STREET</b>	Town or suburb <b>FITZROY</b>
Municipal property No. <b>2/300/2702</b>	Allotment	Section or portion	Parish <b>JIKA JIKA</b>	
	Lot No.	Plan No. <b>11174</b>	Volume <b>9250</b>	Folio <b>117</b>
Municipality <b>CITY OF FITZROY</b>	Ward or riding	For Office Use	Date of transfer Contract <b>13/2/1993</b>	Date possession given <b>22/3/1993</b>
Total sale price \$ <b>230,000</b>	Less chattels \$ <b>—</b>	Net sale price \$ <b>230,000</b>		
Terms of sale <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Terms	Deposit \$ <b>23,000</b>	Balance <b>\$ 207,000</b>		
extending over _____ years with interest at _____ per cent.		Balance due _____		

Note: Place X in boxes where applicable

### PROPERTY DETAILS

Are there any improvements to the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are there any items in the transaction additional to land and improvements? If so, show approximate value.	\$ _____ Plant and machinery \$ _____ Licence \$ _____ Chattels, crops, livestock, etc.
Was the purchaser, at the time of this transaction, in respect of this property, one (or more) of the following Occupier <input type="checkbox"/> Lessee <input type="checkbox"/>		
Construction of main structure (if applicable) Brick <input type="checkbox"/> Brick veneer <input type="checkbox"/> Timber <input type="checkbox"/> Fibro cement <input type="checkbox"/> Other <input type="checkbox"/>	Description of property (See reverse side of sheet for code) Code numbers <b>06</b> <input type="checkbox"/> <input type="checkbox"/>	

Name and address of solicitor or agent for vendor <b>ROSEMARY BRONDOCLINO + CO. 261 BRUNSWICK STREET, FITZROY</b> Telephone number <b>419 4011</b>	Name and address of solicitor or agent for purchaser <b>SLATER + GORDON 562 LITTLE BOURKE STREET, MELBOURNE</b> Telephone number <b>602 4855</b>
*I/We <b>SLATER + GORDON</b> of <b>AS ABOVE</b>	
hereby declare that the above statements are true and correct.	
Witness 	 Signature of purchaser or solicitor for purchaser
Date <b>24/11/1993</b>	This form was lodged by <b>SLATER + GORDON</b>

\* Delete as appropriate

This form was lodged by

† Where the Purchasers are joint owners or related corporations the attached form should be completed.

SHARPE & GORDON.  
ATTN: OLIVE BRASHANAN.

CHEQUE

POSTCODE

--	--	--	--	--

NOD

Cheque For  
costs for  
Blewitt conveyance.

JFG

Rec 29-4-93

~~A~~

COPY

NOB:TM 931044

20 April 1993

Mr R Blewitt  
138 Warwick Road  
DUNCRAIG WA 6023

Dear Mr Blewitt

RE: PURCHASE FROM ONSMAN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

We refer to our letter dated 31 March 1993 and would be pleased to receive a Bank Cheque for \$2,000.00 to enable us to lodge the Transfer of Land, transferring the property into your name without delay.

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

COPY

NOB:TM 931044

31 March 1993

Mr R Blewitt  
138 Warwick Road  
DUNCRAIG WA 6023

Dear Mr Blewitt

RE: PURCHASE FROM ONSMAN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

Further to our letter dated 23 March 1993 we enclose amended Account & Statement for your records. You will note that due to a typographical error in the original Statement there is a shortfall of \$2,000.00.

To enable us to complete registration of the Transfer and Mortgage at the Office of Titles, we would be pleased if you would let us have a Bank Cheque for this amount as soon as possible.

We apologise for any inconvenience caused:

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

enc.

ACCOUNT & STATEMENT

RE: BLEWITT PURCHASE FROM ONSMAN & D'EMDEN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

Amount owing under Contract of Sale \$207,000.00

Plus

Our Disbursements \$81.50

Adjustment of Rates \$437.80 \$519.30

---

\$207,519.30

Less

Net Mortgage Advance \$137,797.00

Amount received by way of  
telegraphic transfer from you \$67,722.30 \$205,519.30

---

Amount required from you \$2,000.00

=====

SLATER & GORDON  
Solicitors  
562 Little Bourke Street  
Melbourne 3000

31 March 1993



Amount Required to Settle \$ 207,519-30

less

Net Mortgage Advance

\$ 137,797-00

\$ 69,722-30

less

Amount received from client

\$ 67,722-30

Amt still required

\$ 2,000-00

---

Amount held in Trust

\$ 10,784-50

Plus

Amount due from client

\$ 2,000-00

\$ 12,784-50

less

Proc. fee

\$ 750-00

Valuation

\$ 500-00

R/F ON O/M (2)

\$ 112-00

S/D ON TFR

\$ 10000-00

R/F ON TFR

\$ 611-00

S/D ON MTGE

\$ 564-00

R/F ON MTGE

\$ 56-00

DISBS MTGE + PURCH

\$ 191-50

\$ 12,784-50

~~\$ 12,831-50~~

Amount owing under C/S \$ 207,000-00

Plus

Our C + D \$ 81-50

Adjustments \$ 437-80 \$ 519-30

Amount required to settle

\$ 207,519-30

Principal

\$ 150,000-00

less

Proc fee \$ 750-00

Valuation fee \$ 500-00

Disbs \$ 11453-00 \$ 12,703-00

\$ 137,297-00

Plus amt held in Trust \$ 500-00

Net Mtge Advance \$ 137,797-00

C O P Y

NOB:KW:931044

23 March 1993

The Rate Collector  
City of Fitzroy  
Town Hall  
FITZROY VIC 3065

Dear Sir

RE: BLEWITT FROM ONSMAN & D'EMDEN  
PPTY: 1/85 KERR STREET, FITZROY

We advise that settlement of the above matter was effected on 22 March 1993.

We enclose cheque in the sum of \$456.27 in payment of outstanding rates.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

Encl.

NOB3.6B/6

**Commonwealth Bank**  
Commonwealth Bank of Australia  
A.C.N. 123 123 124



221 WILLIAM ST MELBOURNE VIC

010770  
22 MARCH 1993

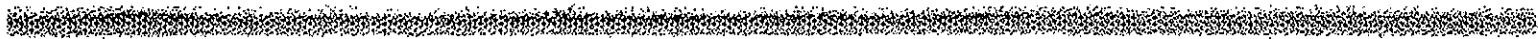
PAY CITY OF FITZROY\*\*\*\*\* OR BEARER

THE SUM OF FOURHUNDREDANDFIFTYSIXDOLLARS27CENTS\*\*\*\*\*\$ \*456.27

For Commonwealth Bank of Australia

Not  
Negotiable

⑈010770⑈ 063⑈009⑈ 860⑈107⑈



DIRECT PAY

TO: ACCOUNTS  
FROM: TERRY  
DATE: 24 NOVEMBER 1993

---

DATE RECEIVED: 22 MARCH 1993  
CLIENT NAME: R. BLEWITT  
CLIENT ADDRESS: 138 WARWICK ROAD, DUNCRAIG  
AMOUNT: \$456.27  
BANK & CHEQUE NO.: C.B.A. NO. 010770  
FROM WHOM RECEIVED: CLIENT  
MATTER NUMBER: NOB 931044  
DETAILS: SETTLEMENT  
TO WHOM CHEQUE SENT: CITY OF FITZROY  
DATE SENT: 23 MARCH 1993

COPY CHEQUE ATTACHED

# C O P Y

NOB:KW:931044

23 March 1993

Mr B Wilson  
1/85 Kerr Street  
FITZROY VIC 3065

Dear Mr Wilson

RE: BLEWITT FROM ONSMAN  
PPTY: 1/85 KERR STREET, FITZROY

We confirm that settlement of the above matter was effected on 22 March 1993.

The final Statement of Adjustments and Settlement Statement are enclosed for your records.

It is important to note the following rules which apply to the payment of rates and taxes after settlement.

1. When rates, taxes etc, are owing by the Vendor at settlement the amount owing is deducted by us from the purchase price. The purchaser therefore assumes responsibility for payment of all outstanding rates, taxes etc.
2. When rates, taxes etc, have been paid in advance by the Vendor these prepayments are added by us to the purchase price.
3. In both situations the purchaser is not disadvantaged by having to pay all outstanding and future rates and taxes.
4. In other words, the Purchaser and Vendor only pay rates for the period they occupy the property during the current rate year.

The Melbourne Water rates have been paid to 30 June 1993 and we have attended to payment of the City of Fitzroy rates.

.../2.

C O P Y

Mr B Wilson

- 2 -

23 March 1993

---

At settlement all documents of title were handed to the Mortgagee and we will now proceed to pay duty on the Transfer and lodge same in the Titles Office for registration together with the Mortgage. The Title and duplicate Mortgage will issue to the Mortgagee and will be held by it until your loan is repaid. You should at that time consult us to arrange for a discharge of the Mortgage to be prepared and registered.

We are notifying the relevant authorities of the change in ownership of the property.

We enclose Epitome of Mortgage with J.M. Rothfield from which you will note the first interest payment is due on 22 June 1993.

We thank you for your instructions herein. If you have any queries please do not hesitate to contact our Miss Brosnahan.

Yours faithfully

SLATER & GORDON

per:

Olive Brosnahan

Encl.

C.C. Mr R Blewitt  
138 Warwick Road  
DUNCRAIG WA 6023

## EPITOME OF MORTGAGE

REF NO.:

NOB:

MORTGAGEE:

JONATHAN MALCOLM ROTHFIELD  
562 Little Bourke Street, Melbourne 3000.

MORTGAGOR:

RALPH BLEWITT  
of 138 Warwick Road, Duncraig WA 6023.

SECURITY:

Unit 1, 85 Kerr Street, Fitzroy.

ADVANCE:

ONE HUNDRED AND FIFTY THOUSAND  
DOLLARS (\$150,000.00).

COMMENCEMENT DATE:

22 March 1993.

DUE DATE:

22 March 1996.

INTEREST:

HIGHER RATE - 13.75% p.a.

LOWER RATE - 9.75% p.a.

PAYMENTS:

\$3,656.25 on the 22nd day of March, June, September and December in each year. The first payment due 22 June 1993.

PAYABLE TO:

Slater & Gordon  
562 Little Bourke Street, Melbourne 3000.

CERTIFICATE OF TITLE:

Volume 9250 Folio 117

INSURANCE:

Name of Company: Commonwealth Bank  
of Australia Insurance  
Scheme.  
Policy No.: 376052300.  
Amount: \$200,000.00.  
Paid to: 18 March 1994.

MORTGAGE NO.:



VARIATION OF MORTGAGE NO.:

FURTHER PROVISIONS:

The Mortgagor covenants that all the information supplied by him in the application to the Mortgagee for the approval for the loan was correct in every particular. The Mortgagor acknowledges that the granting of the loan by the Mortgagee was on the condition that all such information was correct and that in the event of the Mortgagee being satisfied at any time during the term of the loan hereby created that any of the information supplied in the said application, which in the opinion of the Mortgagee was incorrect, the loan shall at the option of the Mortgagee become immediately repayable on written notice being given to the Mortgagor.

STAMP DUTIES AND TITLES OFFICE INSTRUCTIONS:

REF: OB: 931044/ DATED: 23-3-93

CLIENT: J M ROTHFIELD

OTHER PARTY (if any): BLEWITT

<u>DOCUMENTS:</u>	<u>STAMP DUTY</u>	<u>LODGING FEE</u>	<u>DEALING NO.</u>
(1) <u>AGC</u> <u>D/MORTGAGE S225734J</u> <input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	_____
(2) <u>WBC</u> <u>D/MORTGAGE R312121J</u> <input type="checkbox"/>	\$ <u>N/D</u>	\$ <u>56-00</u>	_____
(3) <u>TRANSFER</u> <input type="checkbox"/>	\$ <u>10,000-00</u>	\$ <u>611-00</u>	_____
(4) <u>MORTGAGE</u> <input type="checkbox"/>	\$ <u>564-00</u>	\$ <u>56-00</u>	_____
(5) _____ <input type="checkbox"/>	\$ _____	\$ _____	_____
(6) _____ <input type="checkbox"/>	\$ _____	\$ _____	_____
		<u>\$ 10564-00</u>	<u>\$ 779-00</u>

<u>ACCOMPANYING DOCUMENTS:</u>	<u>ATTACHED</u>	<u>M/A</u>	<u>DEALING NUMBER</u>
(1) <u>C/T V 9250 F117</u>	<input checked="" type="checkbox"/>		
(2) <u>CERTIFIED COPY P/ATTORNEY</u>	<input checked="" type="checkbox"/>		
(3) _____	<input type="checkbox"/>		
(4) _____	<input type="checkbox"/>		
(5) _____	<input type="checkbox"/>		

CONTRACT OF SALE  S/OFFICE STAT. DECLARATION

DATE LODGED: \_\_\_\_\_

LODGED BY: \_\_\_\_\_

REMARKS: \_\_\_\_\_

MEMO TO: JUDE  
FROM: TERRY  
DATE: 19TH MARCH, 1993  
CLIENT NAME: BLEWITT  
PROPERTY: UNIT 1, 85 KERR STREET, FITZROY

---

Please do a search of:

LOT/UNIT: L/P OR R/P:  
C/A / PORTION: SECTION:  
VOLUME: 9250 FOLIO: 117

Final Search - Settlement on Monday 22nd March, 1993

S. & G. Caveat No.

Copy Plan of Subdivision

Copy any Mortgage on Title

---

DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE:

23/3/93

NOTES:

FEE:

\$ ~~7.05~~

OUTLAY:

\$ \_\_\_\_\_

TOTAL:

\$ \_\_\_\_\_

Judy

Louisa

22/3/93

Rang RMB + Co. to get settlement changed to 2.30. Said would check with Banks and let me know.

Karen

---

9.55.

Louisa rang from RMB+ Co - settlement has been re-arranged for 2.30 pm.

Karen

**Commonwealth Bank**  
Commonwealth Bank of Australia  
A.C.N. 123 123 124

Homes Insurance  
Lending Services Retail Administration Victoria

Reply: The Manager, Insurance  
Box B66J GPO Melbourne Vic 3001

Reference: CBA INS : W Tucker

Telephone: (03) 694 5410  
Facsimile: (03) 694 5139

22nd March 1993

Slater & Gordon  
FAX: 600 0290

Attention: Julia Gillard

Dear Madam


Certificate of Currency

Property	1/85 Kerr Street, Fitzroy
Insured	Ralph E Blewitt
Policy Number	376052300

In accordance with your request, we advise the building/s are insured for \$200,000 with Commonwealth Bank of Australia Insurance Scheme and the policy has been renewed to 18th March 1994.

The interest of Jonathan Malcolm Rothfield as first mortgagee has been noted.

Yours faithfully

  
M. W. Clancy  
For the Manager, Insurance

67881/DL3

Recycled Australian Paper

\*\*\*CHD\*\*\*

**Commonwealth Bank**  
Commonwealth Bank of Australia  
A.C.N. 123 123 124

Homes Insurance  
Lending Services Retail Administration Victoria

Reference: CBA INS : W Tucker

22nd March 1993

Slater & Gordon  
FAX: 600 0290

Attention: Julia Gillard

Dear Madam

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Property	1/85 Kerr Street, Fitzroy
Insured	Ralph E Blewitt
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The interest of Jonathan Malcolm Rothfield as first mortgagee has been noted.

Yours faithfully



M W Clancy  
For the Manager, Insurance

Reply: The Manager, Insurance  
Box 866J GPO Melbourne Vic 3001

Telephone: (03) 694 5410  
Facsimile: (03) 694 5139



67881/DLJ

Recycled Australian Paper

\*\*\*END\*\*\*

22/3/93

Ralph Blawitt Secretary AEU  
West. Aust Branch.  
09 2211686

Barry Sarong A N Bar  
Insurance.  
\$ 694 5400

In purchased & pd for last  
Wednesday on Rollfield Mages

"Cash Payout"

Trans N Bond for Bar.  
Sent it mailed -

---

To: Barry Sarong. \$694 5400

---

Being prepared for faxing - being faxed on  
To: CB - Ins - W. Tucker. (Markie)

'Cash Payout' checky with Barry  
Barry Told <sup>Blawitt</sup> not possible to clause include that  
clause

---

Referred to Nick - ok with

22/3/93

Bruce Wilson

Art. fiddle ~~Am~~

through C.A. Bal.

Ralph spoke to Julia Gillard

Spoke to Ralph this morning.  
He was chasing up C.A. Bal.

---

To: Julia - not in  
left message for her to sign.



SETTLEMENT INSTRUCTIONS

PURCHASER: BLEWITT

VENDOR: ONSMAN & D'EMMON

DATE: 22-3-93

TIME: 2:30 PM

PLACE: WESTPAC BANKING CORP  
360 COLLINS STREET

PARTIES TO ATTEND:

S & G (BLEWITT / JMR)  
ROSEMARY BRONDOLINO & Co (Vendor)  
WBC (Vendor / M/ps)  
AGC (" " )

WE HAND OVER TO:

ROSEMARY BRONDOLINO/WESTPAC B/C \$127547.00  
/ AGC B/C \$45970.70  
" / ONSMAN & D'EMMON B/C \$33463.83

WE RECEIVE FROM:

WESTPAC ✓ C/T V 9250 F117  
✓ D/MTSE R312121J  
AGC ✓ D/MTSE S225734J  
BRONDOLINO ✓ TRANSFER  
✓ STATE DEC

*[Handwritten signature and date 22-3-93]*

DOCUMENTS TO BE SIGHTED:

B/C CITY OF FITZROY \$456.27

COMMENTS: Keys ?

MEMO TO: JUDE  
FROM: TERRY  
DATE: 19TH MARCH, 1993  
CLIENT NAME: BLEWITT  
PROPERTY: UNIT 1, 85 KERR STREET, FITZROY

---

Please do a search of:

LOT/UNIT: L/P OR R/P:  
C/A / PORTION: SECTION:  
VOLUME: 9250 FOLIO: 117

Final Search - Settlement on Monday 22nd March, 1993

S. & G. Caveat No.

Copy Plan of Subdivision

Copy any Mortgage on Title

---

DETAILS: \_\_\_\_\_

---

---

---

---

DATE: / /

NOTES:

FEE: \$

OUTLAY: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_



562 LITTLE BOURKE STREET  
MELBOURNE  
PO BOX 4864. 3001  
AUSDOC D.X. 229  
PHONE (03) 602 4855

**BARRISTERS & SOLICITORS**

---

This facsimile transmission is intended for the exclusive use of the person, firm or corporation to whom it is addressed, and may contain information that by law is privileged or confidential. If the reader of this facsimile transmission is not the recipient addressed, or an employee or agent responsible for delivering this facsimile transmission to the recipient addressed, you are hereby notified that any disclosure, distribution or copying of this facsimile transmission is strictly prohibited, and that the contents of this facsimile transmission must be kept strictly confidential. If you have received this facsimile transmission in error, please notify us immediately by telephone, and return the original transmission to us at the above address.

---

To: Louise  
Firm: Rose Mary Brondolino & Co. Fax No: 417 5568  
From: Terry McKenna  
Date: 18th March, 1993 Our Fax: (03) 600 0290  
Re: Blewitt from Onsman & D'Emden Pages: 3

---

Further to our telephone conversation of even date, herewith fresh Statement of Adjustments.

**STATEMENT OF ADJUSTMENTS**  
(on the basis of purchaser paying unpaid rates)

**BLEWITT FROM ONSMAN**  
**UNIT 1, 85 KERR STREET, FITZROY**

at the date of entitlement of possession  
**22/03/93**

	VENDOR	PURCHASER
<b>CITY OF FITZROY</b> Rates of <b>\$812.54</b> p.a. (This amount includes \$100.00 deficit levy) Paid to 30/09/1993 Purchaser allows 192 days		\$427.42
<b>MELBOURNE WATER</b> Rates of <b>\$446.68</b> p.a. Paid to 30/06/1993 Purchaser allows 100 days		\$122.38
<b>REGISTRATION FEE ON D/MTGE X 2</b>	\$112.00	
	-----	
	\$112.00	\$549.80
Less amount of Vendor's proportion		\$112.00
	-----	
<b>PURCHASER TO PAY TO VENDOR</b>		<b>\$437.80</b>
	=====	

**STATEMENT OF ADJUSTMENTS**  
 (on the basis of purchaser paying unpaid rates)

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**UNIT 1, 85 KERR STREET, FITZROY**

at the date of entitlement of possession  
 22/03/93

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	-----	
<b>PURCHASER TO PAY TO VENDOR</b>		<b>\$437.80</b>
	=====	

**STATEMENT OF SETTLEMENT**

Purchase money	\$230,000.00
Less Deposit	<u>\$ 23,000.00</u>
	\$207,000.00
Plus Adjustments	<u>\$ 437.80</u>
BALANCE DUE TO VENDOR	<b>\$207,437.80</b>
	=====

**DISTRIBUTION STATEMENT**

1. City of Fitzroy	\$456.27
2. Westpac Banking Corporation	\$127,547.00
3. Australia Guarantee Corporation Ltd.	\$45,970.70
4. H.J. Onsman & N. D'Emden	\$33,463.83

Slater & Gordon  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

NOB:TM 931044

18 March 1993

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**Slater & Gordon**  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

NOB:TM 931044

**18 March 1993**

MEMO TO: SYLVIA DICKSON  
FROM: TERRY  
DATE: 18TH MARCH 1993  
RE: BLEWITT

Bank Cheques required for settlement on Monday are as follows:

1.	City of Fitzroy	\$ 456.27
2.	Australian Guarantee Corporation Ltd.	\$45,970.70
3.	H.J. Onsmen & N. D'Emden	\$33,463.83
4.	Westpac Banking Corporation	\$57,906.62

Thanks

*MacQuarie Cash Management.*



Amount owing under c/s \$ 207,000-00

Plus

Diabs \$ 81-50

Adjustments \$ 493-80 \$ 575-30

---

\$ 207,575-30

less

Net Mtge Advance

\$ 137,797-00

---

\$ 69,778-30

---

---

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3353
CONNECTION TEL	61 3 417 5568
CONNECTION ID	
START TIME	18/03 09:51
USAGE TIME	01'47
PAGES	3
RESULT	OK

COPY

NOB:TM 931044

18 March 1993

Mr Ralph Blewitt  
138 Warwick Road  
DUNCRAIG W A 6023

Dear Mr Blewitt

RE: PURCHASE FROM ONSMAN & D'EMDEN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

Settlement of this matter is due to take place on the 22 March 1993 and we are endeavouring to arrange a settlement for that date.

To enable this to be done, we should be pleased if you would let us have a BANK CHEQUE made payable to this firm in the sum of \$67,722.30 on or before Friday 19 March 1993.

A Bank Cheque is a cheque issued at a Bank and signed by the Manager and Accountant of that Bank. No other cheque is a Bank cheque.

Alternatively, you can arrange for this amount to be telegraphically transferred into our Trust Account with Commonwealth Bank Australia, 221 William Street, Melbourne, Account No. 000043, Branch No. 3009, no later than Friday 19 March 1993.

An explanation of this amount is provided in the attached Purchaser's Statement of Account.

Shortly prior to settlement, you must inspect the property to ensure that no damage has been caused to it since first inspecting the same. If the property is not in an acceptable condition you should notify us as soon as possible and at least one hour prior to settlement. You should make inspection arrangements with the Vendor or the Agent.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

ACCOUNT & STATEMENT

RE: PURCHASE FROM ONSMAN & D'EMDEN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

Amount owing under Contract of Sale \$207,000.00

Plus

Our Disbursements as set  
out in the attached Account \$81.50

Adjustments as set out in the  
attached Statement \$437.80 \$519.30

---

\$207,519.30

Less

Net Mortgage Advance \$137,797.00

Amount required from you \$67,722.30

=====

SLATER & GORDON  
Solicitors  
562 Little Bourke Street  
Melbourne 3000

18 March 1993

**STATEMENT OF SETTLEMENT**

Purchase money	\$230,000.00
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1.	City of Fitzroy	\$456.27
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**Slater & Gordon**  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

NOB:TM 931044

**18 March 1993**

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3344
CONNECTION TEL	61 3 417 5568
CONNECTION ID	
START TIME	17/03 15:36
USAGE TIME	01'46
PAGES	3
RESULT	OK

COPY

NOB:TM 931044  
RMB:LI

17 March 1993

Rose Mary Brondolino & Co  
Solicitors  
261 Brunswick Street  
FITZROY 3065

Dear Madam / Sir

RE: BLEWITT FROM ONSMAN & D'EMDEN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

We confirm arrangements to settle this matter 11.00 a.m. on 22nd March, 1993 at Westpac Banking Corporation, 360 Collins Street, Melbourne.

We enclose two copies of the Statement of Adjustments. Would you please telephone our Office upon your receipt to confirm that you agree with our figures.

Kindly let us know what arrangements are being made in respect to the keys to the property.

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

enc.

17/3/93

Kylie

City of Fitzroy

Amount paid \$ 356-27

Amount owing \$ 456-27

---

Melbourne Water

Only over unit 1.



Ky live

356 - 27

**STATEMENT OF ADJUSTMENTS**  
(on the basis of purchaser paying unpaid rates)

**BLEWITT FROM ONSMAN**  
**UNIT 1, 85 KERR STREET, FITZROY**

at the date of entitlement of possession  
**22/03/93**

	VENDOR	PURCHASER
<b>CITY OF FITZROY</b> Rates of <b>\$812.54</b> p.a. (This amount includes \$100.00 deficit levy) Paid to 30/09/1993 Purchaser allows 192 days		\$427.42
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<b>REGISTRATION FEE ON D/MTGE X 2</b>	\$112.00	
	-----	
	\$112.00	\$549.80
Less amount of Vendor's proportion		\$112.00
	-----	
<b>PURCHASER TO PAY TO VENDOR</b>		<b>\$437.80</b>
	=====	

# ADJUSTMENT STATEMENT

(CALCULATED ON BASIS OF PURCHASER PAYING UNPAID CURRENT RATES)

CHASEH

DOR

CERTY

ADJUSTMENT DATE 22/3/93

	AMOUNT	PAID TO	VENDOR'S PROPORTION		PURCHASER'S PROPORTION	
			PERIOD	AMOUNT	PERIOD	AMOUNT
Melb. Water SEWERAGE CHARGES	\$ 446-68	30/6/93	-		22/3/93 to 30/6/93 = 100 days	\$ 122-38
CAL City of Fitzroy CHARGES	\$ 812-54	30/9/93			22/3/93 to 30/9/93 = 192 days	\$ 427-42
LAND TAX						
ANCE						
FEES, ETC., ON PRIOR DEALING						
R/F OND/MORTGAGE				\$ 56-00		
				\$ 56-00		\$ 549-80
LESS						\$ 56-00
						\$ 493-80
			TOTALS			
			PROPORTION			
			TO PAY			

## SETTLEMENT STATEMENT

BASE PRICE... \$ 230,000-00  
 DEPOSIT... \$ 23,000-00    \$ 207,000-00  
 PLUS  
 -ADJUSTMENTS... \$ 493-80  


---

 \$ 207,493-80

## DISTRIBUTION STATEMENT

1. City of Fitzroy    \$ 456-27

**S L A T E R & G O R D O N**  
**562 Little Bourke Street, Melbourne**

**BILL OF COSTS**

Mr R Blewitt  
138 Warwick Road  
DUNCRAIG W A 6023

---

NOB:TM 931044

Disbursements

Our Charges

---

RE:        PURCHASE FROM ONSMAN & D'EMDEN  
PPTY:     UNIT 1, 85 KERR STREET, FITZROY

To our Costs herein \$ 795.00 BUT SAY

Fee Declined

**Disbursements**

Titles Office Search fee	\$ 27.20	
Fees paid for Rate Certificates	\$ 34.30	
Sundries	\$ 20.00	<u>\$81.50</u>
		\$81.50
		=====

E. & O.E.

17 March 1993

**STATEMENT OF SETTLEMENT**

Purchase money	\$230,000.00
Less Deposit	<u>\$ 23,000.00</u>
	\$207,000.00
Plus Adjustments	<u>\$ 493.80</u>
BALANCE DUE TO VENDOR	<b>\$207,493.80</b>
	=====

**DISTRIBUTION STATEMENT**

1. City of Fitzroy	\$456.27
2. Westpac Banking Corporation	\$127,547.00
3. Australia Guarantee Corporation Ltd.	\$45,970.70
4. H.J. Onsman & N. D'Emden	\$33,519.83

**Slater & Gordon**  
Solicitors  
562 Little Bourke Street  
MELBOURNE VIC 3000

NOB:TM 931044

17 March 1993

**STATEMENT OF ADJUSTMENTS**  
 (on the basis of purchaser paying unpaid rates)

**BLEWITT FROM ONSMAN**  
**UNIT 1, 85 KERR STREET, FITZROY**

at the date of entitlement of possession  
**22/03/93**

	VENDOR	PURCHASER
<b>CITY OF FITZROY</b> Rates of <b>\$812.54</b> p.a. (This amount includes \$100.00 deficit levy) Paid to 30/09/1993 Purchaser allows 192 days		\$427.42
<b>MELBOURNE WATER</b> Rates of <b>\$446.68</b> p.a. Paid to 30/06/1993 Purchaser allows 100 days		\$122.38
<b>REGISTRATION FEE ON D/MTGE</b>	x 2	<del>\$56.00</del> 112.00
		-----
	\$56.00	\$549.80
Less amount of Vendor's proportion		\$56.00
		-----
<b>PURCHASER TO PAY TO VENDOR</b>		<b>\$493.80</b>
		=====

Bruce M Wilson  
63-65 Drummond St.  
CARLTON 3053.

(16/3) Julia

(P)  
(M)

4775  
816  
\$1611

COSTS - \$816-00

\* Fee Decline

~~86.00~~  
✓ FLD  
✓ PT-BLC  
✓ RIF on D/A v2  
✓ SLD on TR  
✓ RIF " "  
✓ SLD on MAGE  
✓ RIF " "

\$90-00  
\$20-00  
\$112-00  
\$10,000-00  
\$611-00  
564-00  
56-00  

---

\$11,453-00  

---

\$11,453-00

\$150,000  
10,000  
\$140,000

4-00  
560-00  
\$564-00

Val. Fee  
Out of Pocket  
Exp.



# ROSE MARY BRONDOLINO & CO.

Barristers & Solicitors

Rose Mary Brondolino LL.B.

NOB: LJ: 931044  
YOUR REF:

OUR REF: LI

261 Brunswick Street,  
Fitzroy, Vic., 3065  
Telephones 419 1385  
419 4334  
Fax 417 5568

11th March 1993

Messrs Slater & Gordon  
Solicitors  
562 Lt Bourke Street  
MELBOURNE VIC 3000

Dear Sirs

re: ONSMAN & D'EMDEN -to- BLEWITT  
PPTY: 1/85 KERR STREET FITZROY

We refer to the above matter and confirm that settlement of this transaction will take place on Monday the 22nd day of March 1993, at the Westpac Bank, 2nd Floor, 360 Collins Street Melbourne, at the hour of 11.00 a.m.

We further confirm that our payout figures are as follows:-

TO: WESTPAC BANKING CORPORATION	\$127,547.00
TO: AUSTRALIAN GUARANTEE CORPORATION LTD	\$ 45,970.70
TO: H J ONSMAN & N D'EMDEN	\$BALANCE

We would be most obliged to receive Statements of Adjustments prior to settlement.

Yours faithfully,  
ROSE MARY BRONDOLINO & CO

per:



# ROSE MARY BRONDOLINO & CO.

*Barristers & Solicitors*

Rose Mary Brondolino LL.B.

NOB: LJ: 931044  
YOUR REF.:

OUR REF: LI

261 Brunswick Street,  
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TO: H J ONSMAN & N D'EMDEN	\$BALANCE

We would be most obliged to receive Statements of Adjustments prior to settlement.

Yours faithfully,  
ROSE MARY BRONDOLINO & CO

per:



C O P Y

NOB:LJ:931044

RMB:LI

5 March 1993

Rose Mary Brondolino  
Solicitors  
261 Brunswick Street  
FITZROY VIC 3065

Dear Madam/Sirs,

RE: BLEWITT FROM ONSMAN AND D'EMDEN  
PPTY: UNIT 1/85 KERR STREET, FITZROY

We enclose Transfer of Land for your perusal and, if in order, for signature by your clients in anticipation of settlement.

Submission of the Transfer of Land at this stage is not to be construed as acceptance of Title but merely to facilitate settlement.

We also enclose Section 27 Statements signed by the Purchasers.

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

Encl.

# VICTORIAN LAND TITLES OFFICE

NEED HELP ?

## Transfer of Land

See

Section 45 Transfer of Land Act 1958

"Your Guide to the T1 Form"

Lodged at the Land Titles Office by:

Name: .....

MADE AVAILABLE / CHANGE CONTROL

Phone: .....

Ref: ..... Customer Code .....

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer .

Land (Title)

Volume 9250 Folio 117

Estate and Interest (e.g. "all my estate in fee simple")  
All our estate in fee simple

Consideration  
\$230,000.00

Transferor (Full name)  
HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Transferee (Full name and address for future notices including postcode)  
RALPH BLEWITT of 138 Warwick Road, Duncraig, Western Australia, 6023

Directing Party (Full name)

Dated: / / 19  
Execution and Attestation

SIGNED by the Transferors )  
 )  
in the presence of: )

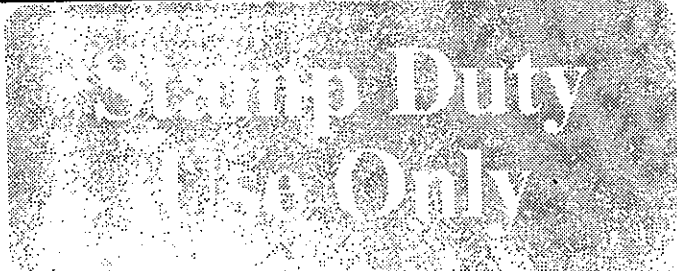
SIGNED by the said RALPH BLEWITT )  
by his Attorney BRUCE MORTON WILSON )  
purusant to a Specific Power of Attorney dated )  
4th day of February, 1993 in the presence of: )

BRUCE MORTON WILSON

WITNESS

Land Titles Office Use Only

# T1



# VICTORIAN LAND TITLES OFFICE

## Transfer of Land

Section 45 Transfer of Land Act 1958

NEED HELP?  
See  
"Your Guide to the T1 Form"

Lodged at the Land Titles Office by:

Name: .....

Phone: .....

Ref: ..... Customer Code .....

MADE AVAILABLE / CHANGE CONTROL  
Land Titles Office Use Only

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Volume 9250 Folio 117

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All our estate in fee simple

Consideration  
\$230,000.00

Transferor (Full name)  
HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Transferee (Full name and address for future notices including postcode)  
RALPH BLEWITT of 138 Warwick Road, Duncraig, Western Australia, 6023

Directing Party (Full name)

Dated: / / 19  
Execution and Attestation

SIGNED by the Transferors )  
 )  
in the presence of: )

SIGNED by the said RALPH BLEWITT )  
by his Attorney BRUCE MORTON WILSON )  
pursuant to a Specific Power of Attorney dated )  
4th day of February, 1993 in the presence of: )

*Bruce Morton Wilson*  
BRUCE MORTON WILSON

*Bruce Morton Wilson*  
WITNESS

Land Titles Office Use Only

Stamp Duty  
Use Only

# T1



# VICTORIAN LAND TITLES OFFICE

## Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: .....

Phone: .....

Ref: ..... Customer Code .....

Land Titles Office Use Only

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Volume 9250 Folio 117

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Directing Party (Full name)

Dated: / / 19

Execution and Attestation

SIGNED by the Transferors )  
)  
in the presence of: )

SIGNED by the said RALPH BLEWITT )  
by his Attorney BRUCE MORTON WILSON )  
pursuant to a Specific Power of Attorney dated )  
4th day of February, 1993 in the presence of: )

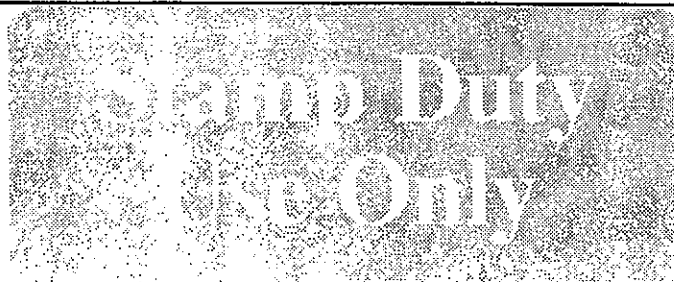
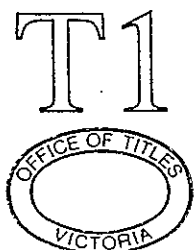
NEED HELP ?

See

"Your Guide to the T1 Form"

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only



# VICTORIAN LAND TITLES OFFICE

## Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Ref: \_\_\_\_\_ Customer Code \_\_\_\_\_

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land (Title)

Volume 9250 Folio 117

Estate and Interest (e.g. "all my estate in fee simple")  
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\$230,000.00

Transferor (Full name)

HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Transferee (Full name and address for future notices including postcode)

RALPH BLEWITT of 138 Warwick Road, Duncraig, Western Australia, 6023

Directing Party (Full name)

Dated: / / 19

Execution and Attestation

SIGNED by the Transferors )

in the presence of: )

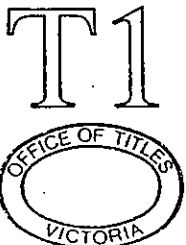
SIGNED by the said RALPH BLEWITT )

by his Attorney BRUCE MORTON WILSON )

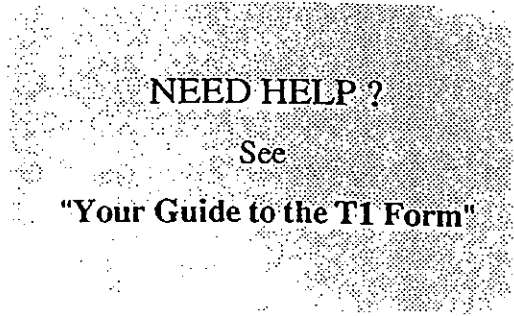
purusant to a Specific Power of Attorney dated )

4th day of February, 1993 in the presence of: )

Land Titles Office Use Only



License No. 2024



MADE AVAILABLE / CHANGE CONTROL

\*\*\*\*\*  
\*\*\* ACTIVITY REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO.	3142
CONNECTION TEL	61 3 417 5568
CONNECTION ID	
START TIME	04/03 14:31
USAGE TIME	03'02
PAGES	5
RESULT	OK



**SLATER  
& GORDON**

562 LITTLE BOURKE STREET  
MELBOURNE  
PO BOX 4864. 3001  
AUSDOC D.X. 229  
PHONE (03) 602 4855

**BARRISTERS & SOLICITORS**

---

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---

To: Louisa  
Firm: Rosemary Brondolino & Co. Fax No: 417 5568  
From: Terry McKenna  
Date: 4th March, 1993 Our Fax: (03) 600 0290  
Re: Blewitt from Onsman & D'Emden Pages: 5

---

Herewith copy Section 27 Statements duly signed by the Purchaser's Attorney.

**DEPOSIT STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

**RE: 2ND MORTGAGE**

VENDOR: HARRY JULIAN ONSMAN and NIKKI D'EMDEN

PROPERTY: 1/85 KERR STREET FITZROY

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. Particulars of the Mortgage/s to which the property is now subject-

1.1 \$45,000.00 is the amount secured by the Mortgage

\$560.00 p.c.m. instalments must be paid at intervals.

\$45,000.00 is the amount now required to discharge the Mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any Statutory body or any other charge or lien for money or money's worth.

1.2 The Mortgage does \*not provide for further advances

1.3 13.5 % p.a. is the lower rate of interest under the mortgage (& default rate is 15.5 % p.a.)

1.4 September 2007 is the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).

1.5 The vendor is \*not in default under the Mortgage

1.6 The Mortgage Lender is Australian Guarantee Corporation Ltd of 271 William Street Melbourne

1.7 The Mortgage lender has \*not consented to the Purchaser assuming the vendor's obligation under the Mortgage.

\*2 There is no Caveat lodged against the title to the Property under the Transfer of land Act 1958.

DATE OF THIS STATEMENT... 1-3-03 .....

Signature/s of the Vendor. ✓ .....

✓ .....  .....  
✓ .....  .....

**ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION**

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt...../...../199

Signature(s) of  
the Purchaser.....

**RELEASE OF THE DEPOSIT BY THE PURCHASER**

- (1) The Purchaser is satisfied that -
  - (a) The above particulars provided by the Vendor are accurate.
  - (b) The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.
  - (c) The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- (2) The Purchaser has received satisfactory answers to requisitions on Title or is otherwise deemed to have accepted title.

DATE OF THIS RELEASE.....

Signature/s of the Purchaser.....

.....

DEPOSIT STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

RE: 2ND MORTGAGE

VENDOR: HARRY JULIAN ONSMAN and NIKKI D'EMDEN

PROPERTY: 1/85 KERR STREET FITZROY

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1.7 The Mortgage lender has \*not consented to the Purchaser assuming the vendor's obligation under the Mortgage.

\*2 There is no Caveat lodged against the title to the Property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT... 1.3.03 .....

Signature/s of the Vendor, V. ....

*[Handwritten signatures: Harry Julian Onsmann and Nikki D'Emden]*

**ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION**

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt...../...../199

Signature(s) of  
the Purchaser.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to  
a Specific Power of Attorney dated 4th February, 1993.

RELEASE OF THE DEPOSIT BY THE PURCHASER

- (1) The Purchaser is satisfied that -
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DATE OF THIS RELEASE.....

Signature/s of the Purchaser.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to  
a Specific Power of Attorney dated 4th February, 1993.

.....

# ROSE MARY BRONDOLINO & CO.

*Barristers & Solicitors*

Rev. M. J. Brondolino, LL.B.

YORK, N.S.

0000 111

261 Brunswick Street  
Fitzroy, Vic., 306  
Telephones: 419 134  
419 433  
Fax: 417 556

## FACSIMILE TRANSMISSION SHEET

DATE: 2. 3. 93

TO: SLATER & GORDON

ATTENTION: NOR. KW.

FAX NO: 600-0290.

FROM: LOUISA.

NUMBER OF PAGES: 4. including this page

TIME: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU DO NOT RECEIVE ALL PAGES CLEARLY, PLEASE CONTACT THE SENDER  
IMMEDIATELY!!!

COPY

NOB:TM 931044

3 March 1993

PRIVATE & CONFIDENTIAL

Mr B Wilson  
c/- The Australian Workers' Union  
Victorian Branch  
Box 4 Trades Hall  
54 Victoria Street  
CARLTON SOUTH 3053

Dear Sir

RE: BLEWITT FROM ONSMAN  
PPTY: UNIT 1, 85 KERR STREET, FITZROY

We enclose Section 27 Statement for your perusal and if in order for signature by you where indicated as Attorney for Mr. Blewitt and return to us by facsimile as a matter of urgency. The effect of this Statement is to release the deposit monies to the Vendor.

We shall not, of course, return the duly signed Section 27 Statement until we are satisfied as to Title.

Would you please telephone our Miss Brosnahan upon your receipt of this letter.

Yours faithfully  
SLATER & GORDON

per:

Olive Brosnahan

Encl.

2/3/93

AWU 663 6122 (Switch)

left a message for Bruce Wilson  
to call me.

\*CONFIRM TRANSFER HAS BEEN RETURNED

MUST BE WITH VENDOR BY 8/3/93

---

663 3477 (Direct line)

3/3/93

- 9.15 left another message  
11.00 No answer on phone.  
12.30 No answer on phone.

663 6122 (Switch)

- 2.10 ~~No answer~~ left another message  
663 3477  
3.00 No answer  
3.30 No answer  
4.00 No answer  
663 6122  
4.50 left another message



# ROSE MARY BRONDOLINO & CO.

*Barristers & Solicitors*

261 Brunswick Street,  
Fitzroy, Vic., 3065  
Telephones: 419 1385  
419 4334  
Fax: 417 5568

*Rose Mary Brondolino, LL.B.*

YOUR REF: NOB:KW

OUR REF: RMB:LI

VIA FACSIMILE --600-0290

1st March 1993

Messrs Slater & Gordon  
Solicitors  
562 Lt Bourke Street  
MELBOURNE VIC 3000

Dear Sirs

re: ONSMAN & D'EMDEN -to- BLEWITT  
PPTY: 1/85 KERR STREET FITZROY

We refer to the above matter and to our telephone conversation of even date and now enclose herewith a further Section 27 relating to the second (2nd) mortgage for execution by your clients and returning to our office as soon as possible.

Yours faithfully  
ROSE MARY BRONDOLINO & CO

per: 

CONFIRMATION OF FACSIMILE TRANSMISSION

# ROSE MARY BRONDOLINO & CO.

*Barristers & Solicitors*

*Rose Mary Brondolino, F.L.D.*

YOUR REF: NOB:KW

OUR REF: RMB:LJ

261 Brunswick Street,  
Fitzroy, Vic., 3065  
Telephones: 419 1385  
419 4334  
Fax: 417 5568

VIA FACSIMILE -600-0290

1st March 1993

Messrs Slater & Gordon  
Solicitors  
562 Lt Bourke Street  
MELBOURNE VIC 3000

Dear Sirs

re: ONSMAN & D'EMDEN -to- BLEWITT  
PPLY: 1/85 KERR STREET FITZROY

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Yours faithfully  
ROSE MARY BRONDOLINO & CO

per:

# ROSE MARY BRONDOLINO & CO.

*Barristers & Solicitors*

*Rose Mary Brondolino LL.B.*

YOUR REF.: NOB:KW

OUR REF.: RMB:LI

261 Brunswick Street,  
Fitzroy, Vic., 3065  
Telephones 419 1385  
419 4334  
Fax 417 5568

25th February 1993

Messrs Slater & Gordon  
Solicitors  
562 Lt Bourke Street  
MELBOURNE VIC 3000

Dear Sirs

re: ONSMAN & D'EMDEN -to- BLEWITT  
PPTY: UNIT 1/85 KERR STREET FITZROY

We refer to the above matter and advise that we have been instructed to answer your requisitions on title as follows:-

1. Westpac Bank as 1st mortgagee
2. Vendors as owners
3. Not applicable
- 4-6. Not to the vendors knowledge but the purchasers should make their own enquiries
7. No.
7. (a-1) Not applicable
- 8 &  
9 Not to the vendors knowledge but the purchasers should make their own enquiries
- 10 &
11. Vendors rely on Section 32 Statement
12. (a-b) Shall be adjusted at settlement
12. (c) Not to the vendors knowledge but the purchasers should make their own enquiries
13. (a) Contract of Sale will be observed  
(b) Nil to the vendors knowledge but the purchasers should make their own enquiries
14. Vendors rely on Section 32 Statement

15. &
16. Vendors rely on Section 32 Statement
- 17 &
18. Vendors rely on Section 32 Statement
19. Not applicable
20. No.
21. Purchasers to arrange their own insurance
22. Not applicable
23. No.
24. Not to the vendors knowledge but the purchasers should make their own enquiries
25. Vendors rely on Section 32 Statement
26. Vendors rely on Contract of Sale
27. This is not a requisition on title
28. Shall be done
29. Shall be done
30. Vendors are the registrered proprietors
31. Shall be done
32. Not applicable
33. This is not a requisition on title
34. Vendors Statement (S32) was signed on the same day of sale
- 35 & Not to the vendors knowledge but the purchasers should make
36. their own enquiries
- 37 &
38. No.
39. Purchasers are to arrange their own insurance
40. &
41. No.
42. H J Onsman
43. Nil Vendors refer you to Form 4 in Section 32
45. Vendors rely on Contract of Sale

- 46. No
- 47. This has been supplied refer to Section 32 Statement
- 48. Not applicable
- 49. Shall be done

The right to make any further requisitions on title is hereby denied.

We look forward to receiving the Section 27 duly executed by the purchasers.

Yours faithfully,  
ROSE MARY BRONDOLINO & CO

per:

A handwritten signature in black ink, consisting of several overlapping, slanted lines that form a stylized, somewhat abstract shape.

C O P Y

NOB:KW  
HEIDI

22 February 1993

G A Thomson & Co Pty Ltd  
Real Estate Agents  
PO Box 1036  
CARLTON VIC 3053

Dear Sirs

RE: BLEWITT FROM ONSMAN & D'EMDEN  
PPTY: 1/85 KERR STREET, FITZROY

We acknowledge receipt of signed Contract of Sale, Section 32 Statement and Power of Attorney.

We now enclose certified copy of Power of Attorney for your records.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

Encl.

# C O P Y

NOB:KW

22 February 1993

Mr B M Wilson  
63-65 Drummond Street  
CARLTON VIC 3053

Dear Mr Wilson

RE: BLEWITT FROM ONSMAN & D'EMDEN  
PPTY: 1/85 KERR STREET, FITZROY

We have now received the Contract of Sale and have searched the Title on your behalf.

## The Property

We enclose a sketch of the land on which the Units are constructed. Your careful attention to the following items is requested.

You must be satisfied that the measurements shown on the attached sketch agree with the measurements of the property itself. You should particularly check the frontage measurements, the depth measurements and the measurement from the corner of the nearest intersecting street to the commencement of the land you are purchasing. If you find any discrepancy whatsoever, would you please let us know as it may then be necessary to arrange for a check survey to be made by a Licensed Surveyor.

The land coloured yellow is a party wall easement which affects part of Unit 2 and part of the common property, reserving the right of the adjoining owner to the use and enjoyment of that land.

As there is a building on the property, when inspecting the same, please note whether any of the eaves overhang either of the neighbouring properties and, if the building is attached to an adjoining side, whether the dividing wall is a party wall or not. If the walls of any building on the land extend to or along the boundary of the land, then care should be taken and careful consideration given as to whether a survey is required.

It is also desirable to note whether any easements which are appurtenant to the property such as a right-of-way have become obstructed or interfered with.

.../2.

# C O P Y

Mr B M Wilson

- 2 -

22 February 1993

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We also enclose a copy of the Plan of Strata Subdivision. It would appear that the Unit you are purchasing is the Unit on the corner of Kerr Street and an unnamed road. Please check that the position of the Unit corresponds with the position on the Strata Plan of Subdivision. If there is any doubt on this point it may be necessary to arrange for a check survey.

We assume that part of the area set aside as Unit 1 includes a carpark.

Mr Blewitt will be registered owner of the Unit you are purchasing. However, his enjoyment of the Unit will be affected by decisions made by the Body Corporate and his ability to live together with the other Unit Holders.

The necessity of being able to co-operate and live harmoniously with the other Unit Holders will restrict his fee simple ownership of the Unit.

We note that the Planning Certificate incorporated in the Section 32 Statement shows that the land is included in a "General Industrial Zone and is within an Urban Conservation Area 1". You should satisfy yourself that this use is satisfactory to your requirements.

## The Contract

You will notice that the Contract provides that the purchase price of \$230,000.00 is payable by a deposit of \$23,000.00 on 13 February 1993. The balance of purchase money is payable on 22 March 1993.

We note that the Contract is not subject to a loan being obtained. However, if finance is required to complete the purchase, would you kindly confirm that you have made application for the loan and where applicable advise us of the Loan Application Number. Please keep us advised of the progress of the loan application. As soon as you receive approval you should notify this office. A copy of the Strata Plan of Subdivision should be given to the Bank with your Loan Application.

We draw your attention to chattels which are included in the sale. These are listed under "Chattels". Kindly let us know if you expect any other item of furniture or any other chattels to be included in the sale as, unless they are specifically mentioned, they do not pass with the property.

As soon as the Contract has been signed by you and a deposit paid it is essential that you arrange a Cover Note to the date of settlement. After settlement you will be covered by the Body Corporate Insurance and you should ensure that the property is adequately insured. We are obtaining details of the Body Corporate Insurance.

We are lodging a Caveat in the Titles Office on your behalf, the effect of which is to protect your interest in the property pursuant to the Contract.

.../3.



# C O P Y

Mr B M Wilson

- 3 -

22 February 1993

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We enclose Transfer of Land for your perusal and if satisfactory, signature by you where indicated and return to us (by return mail). Any independent adult witness may witness your signature. To avoid being in default under Special Condition 12 of the Contract, would you please let us have the executed Transfer by return mail.

We enclose the following documents:-

1. Memorandum to Client Planning to purchase a House.
2. The Key to Buying a Home in Victoria.
3. Notes relating to Plans of Subdivision which gives details of the rights and duties of the Body Corporate and the members.
4. A copy of the Rules of the Body Corporate.

These documents should be studied by you.

If you have not already done so please confirm that you have satisfied yourself that:-

- (a) that the property is structurally sound;
- (b) the wiring and all appliances are in proper working order;
- (c) the plumbing, lavatory and hot water service are in a proper working order;
- (d) recent renovations (if any) to the Unit were done with Council permission.

We enclose certified copy of Power of Attorney for your records.

Yours faithfully

SLATER & GORDON

per:

Olive Brosnahan

Encl.

C O P Y

NOB:KW

RMB:LI

22 February 1993

Rose Mary Brondolino & Co  
Solicitors  
261 Brunswick Street  
FITZROY VIC 3065

Dear Sir/Madam

RE: BLEWITT FROM ONSMAN & D'EMDEN  
PPTY: 1/85 KERR STREET, FITZROY

On the basis that the Contract is enforceable (but without admitting same) we now enclose Requisitions on Title for your client's attention.

Until the purchaser receives satisfactory answers to our Requisitions on Title, the purchaser is deemed not to be satisfied with any Section 27 Certificate submitted.

Yours faithfully  
SLATER & GORDON  
per:

Olive Brosnahan

Encl.

SLATER & GORDON

562 Little Bourke Street, Melbourne

SUBDIVISION REQUISITIONS ON TITLE

DATE: 22 FEBRUARY 1993

RE: BLEWITT FROM ONSMAN & D'EMDEN

PPTY: 1/85 KERR STREET, FITZROY

1. Who has custody of the duplicate Certificate of Title or the Title Deeds to the Lot and by what right?
2. Who is in possession or occupation of the Lot sold and by what right?
3. Is any person in adverse possession of the Lot sold or any part thereof or exercising any adverse rights thereover? If so, particulars are required and any such rights must be extinguished and the adverse possessor removed before settlement.
4. The Vendor is required to give full particulars of all breaches and/or infringements of all restrictive covenants easements and the like affecting the Lot sold and is required to rectify same prior to settlement.
5. Is the Title to the Lot sold or the Common Property subject to any unregistered mortgage, lien, charge, easement, covenant, public right or way, option to purchase, contract of sale, or other right or encumbrance not disclosed by the usual searches or the Vendor's Statement? If so, particulars must be supplied and, if required by the Purchaser, it must be removed at or before settlement.
6. Do any:-
  - (a) Melbourne & Metropolitan Board of Works or other sewerage or other authorities' encumbrances encumber the land; or
  - (b) public or private authorities' pipes, sewers, conduits, wires, meters, fixtures or fittings affixed to or run through or under the land which are the property of such authority whether by statute or otherwise? If so, they must, at the Purchaser's option, be removed prior to the due date for settlement.
7. Are there any written or oral or other Leases, tenancy agreements or licences affecting the property sold? If so, then in respect of each such Lease, tenancy or licence:-

- (a) What is the nature of the Lease, tenancy or licence? (Supply particulars of term, rent payable and to whom payable, the date to which rent has been paid or prepaid and details of any bond, security or deposit and details of all other outgoings paid or payable by the Lessees, tenants or licensees and the dates same are paid to).
- (b) Production of copies of any Lease, Tenancy Agreement or Licence Agreement in writing is required and particulars of any Lease, tenancy or licence not reduced to writing are required.
- (c) Particulars are required of all current breaches of all Leases, tenancy agreements and licences and same must be cured prior to settlement.
- (d) Has any option for renewal therein been exercised or any document produced, amended or varied? If so, particulars are required.
- (e) Is the property sold or any part thereof "prescribed premises" within the meaning of the Landlord & Tenant Act?
- (f) Are there any proceedings in respect of the property sold or any part thereof pending before any Fair Rents Board?
- (g) If the property is sold subject to Lease, tenancy or licence adjustments of rent and the like will be made on the basis that the Purchaser will not assume responsibility at settlement for collection of any arrears of rent or other monies due on that date.
- (h) If the property and tenancy thereof is subject to the Residential Tenancies Act 1980 the Vendor is to produce the Condition Report.
- (i) The Vendor is required to produce details relating to the last rent increase.
- (j) At settlement the Vendor is to deliver a direction addressed to each Lessee, tenant, licensee or other occupier in the property confirming the sale of the property to the Purchaser and directing that all future payments are to be made to the Purchaser or as it or its solicitors or agents at all direct.
- (k) At settlement the Vendor is to deliver to the Purchaser such written Deeds as may be necessary to effectively transfer and assign to the Purchaser the benefit of all guarantees and/or indemnities given by any person or corporation in respect of any lease, tenancy or licence or the like granted in respect of the property or any part thereof.

- (1) The Vendor is to deliver to the Purchaser at or before settlement a written statement from each Lessee, tenant or licensee of the property sold wherein that person confirms that the Vendor has complied with all its obligations under or pursuant to the relevant Lease, Tenancy Agreement, Licence or the like and gives details of any alleged Vendor's defaults and confirms the then current rate of rental, licence fee or the like payable pursuant to the relevant Lease, Tenancy Agreement, Licence or the like.
8.
  - (a) Has any notice, or any order or determination, relating to the property been given or made under any Act regulation or by-law or by the Body Corporate in respect of the Lot sold or the Common Property or any buildings or improvements thereon? If so, particulars must be supplied and, if required by the Purchaser, the notice, order or determination must be disposed of or complied with at the Vendor's expense before settlement.
  - (b) Has the Body Corporate to the Vendor's knowledge received any notice or order from any competent or local authority in respect of the Lot sold or the Common Property or any buildings or improvements thereon?
9. Is the Lot sold or the Common Property or any part thereof now used for any purpose which is not in conformity with or is in contravention of any Interim Development Order or Planning Scheme made by the Melbourne & Metropolitan Board of Works or by the Municipal Council or Shire or other responsible authority or by-law or regulation made under the Town & Country Planning Acts or the Local Government Act? If so, full particulars are required.
10. Has any permit in relation to the Lot sold or the Common Property been issued under the Town & Country Planning Act 1961? If so, particulars must be supplied.
11. Is the land within any area which is subject to any authority (other than the municipality and Melbourne & Metropolitan Board of Works) having power to levy rates or execute works of which the cost is chargeable on land, in relation to water supply, sewerage, drainage, railway construction, flood protection or other matter? If so, the name of the authority and particulars of any amounts payable in respect of the land are required.
12.
  - (a) All rates, taxes (including Land Tax and Body Corporate Charges) and municipal and other charges owing on the land must be paid by the Vendor up to the date of settlement, and receipts thereof produced to us.
  - (b) Is the land non-rateable, exempt, or has it only recently become rateable or non-exempt pursuant to the Local Government Act, Land Tax Act or other rating or taxing Acts? If so, details are required and the Vendor shall be responsible for the rates, taxes and moneys that may become payable for periods prior to the settlement and any special Land Tax and adjustments may be made accordingly.

- (c) Have any extra or separate rates been levied or are any about to be levied?
- 13.
- (a) Are the chattels, furnishings, fittings and plant (if any) included in the sale of the unencumbered property of the Vendor which it is entitled to sell and does the Vendor warrant to the Purchaser accordingly?
  - (b) Has any and if so, what person the right to remove any and which buildings, improvements, fixtures and fittings now upon the Lot sold or the Common Property? If so, particulars are required.
- 14.
- (a) Is the land filled land?
  - (b) Is the land flood prone or designated as flood prone on any plan of subdivision of which the land forms part or pursuant to the Drainage Act?
  - (c) Is the land designated a drainage course pursuant to the Drainage Act? If so, what requirements, if any, have been made by the Drainage Board and what reimbursement has been intimated will be paid?
  - (d) If "yes" to any of the above, the Purchaser reserves the right to withdraw from the Contract of Sale.
15. Have any buildings or appliances or fittings on the land been constructed or altered or installed without the proper permit from the local Municipal Council, Health Department, or other constituted authority where such permit is required by law? If any such building, appliance or fittings does not comply with any Act, Regulation or By-law and the Vendor is, or the Purchaser may be required to expend money to comply therewith, the Purchaser requires details and also requires that sufficient money is withheld at settlement to ensure such compliance.
16. Has any building on the property sold been designated pursuant to the Historic Building Act 1974 or has any Interim Preservation Order been served in respect of any such building or is the Vendor aware of any proposal to make any such Order? If so, particulars are required.
- 17.
- (a) Does the property include a dwelling-house as defined in Part XLIV of the Local Government Act 1958 (as amended) or in the House Contracts Guarantee Act 1987 (as amended)?
  - (b) If yes to 16(a) is there in force an approved indemnity under Part XLIX of the Local Government Act or a guarantee under the House Contracts Guarantee Act? If yes full particulars are required together with a certificate issued pursuant to Section 918E(3)(b) and (3A) of the Local Government Act and/or a certificate issued pursuant to Section 25(3)(c) and 25(4) of the House Contracts Guarantee Act. If no please provide reasons.

- (c) Production is required of a copy of Certificate of Occupancy issued in respect of each dwelling-house on the property. If in respect of any such dwelling-house a Certificate of Occupancy has not been issued provide reasons.
  - (d) Do the provisions of Section 9 and 10 of the House Contracts Guarantee Act apply in respect of any dwelling-house on the property. If yes give reasons and provide (if not already provided) the report required to be given pursuant to Section 9(1)(a) and/or Section 9(2)(a) and/or Section 10(1) of that Act.
  - (e) Is the Vendor aware of any and if so what:-
    - (i) defects; or
    - (ii) major defects; or
    - (iii) bad workmanshipin the construction of any dwelling-house on the property? If yes full particulars are required.
  - (f) If there is in force an approved indemnity under the Local Government Act or a guarantee under the House Contracts Guarantee Act in respect of any dwelling-house on the property, has any claim been made thereunder or is there any ground for a claim thereunder? If yes full details are required.
18. Are there any Unused Road, Waterfrontage, Grazing, Water Diversions, Environment Protection Act or other licences appurtenant to the land? If so, they must, if the Purchaser so requires, be transferred to the Purchaser at settlement.
19. Have any proceedings been commenced (or threatened to be commenced) by any person to obtain an order or has any order been made by any Court (inclusive of Family Law Court) or any Tribunal or Arbitrator in respect of the Lot sold? If so, full details are required, and:-
- (a) such proceedings if commenced must be discontinued, or
  - (b) proof is required that the person making such order or threatening such proceedings or in favour of whom such order was made has consented to the present sale.
20. Is the Vendor under any legal disability that may effect its power to sell and/or transfer real estate or is the Vendor or has it at any time been bankrupt or in liquidation receivership or under Official Management or has same been threatened or proposed or has the Vendor made an arrangement or composition with creditors or are there any current lites pendentes, judgments, orders, decrees or executions against the Vendor?  
If yes to any part of the above particulars and proof that this sale is not prejudiced or affected thereby are required.

21. (a) What are the particulars of fire insurance of the buildings on the property sold including the name of the Company, the sum insured, the due date, the premium payable and the date to which the premium is paid.
- (b) Particulars of any other insurances in respect of the property sold are required.
22. If the Vendor is a company and has given any registered or unregistered charge or debenture or the like in respect of any of its assets, particulars and a copy of same are required. If the same affects the land sold a satisfaction piece or release or discharge insofar as it affects the property sold is to be produced at or before settlement.
23. Has the Vendor or anyone on his behalf granted any option to purchase or entered into another contract of sale in regard to the property or any part thereof which is still subsisting? Particulars are required.
24. (a) Has any notice been served or agreement made relating to the land in the Plan of Subdivision under the Fences Act 1968 or otherwise in respect of fences erected on the property sold? If so, particulars are required and the Vendor is to comply with same before settlement.
- (b) Are all fences and party walls erected on the land hereby sold on title boundaries? If not, details are required.
25. Are any walls on the Lot sold party walls? If so, particulars are required.
26. Has the Vendor or any person on the Vendor's behalf knowledge of any discrepancy between actual and title measurements and boundaries in the Plan of Subdivision? If so, or should such a discrepancy be discovered, the Vendor is required to amend the title without expense to the Purchaser.
27. (a) Is there any activity carried on in the Lot sold which creates or constitutes pollution of the environment?
- (b) Is any sewerage or waste discharged from the Lot sold other than into a sewer provided by the M.M.B.W. or other statutory authority?
- (c) If yes to 26(a) or 26(b) above, has a licence under the Environment Protection Act been issued? If so, particulars thereof and a copy of same are required.
28. The Vendor shall, subsequent to the settlement of the purchase, comply with all requisitions and provide all necessary assistance to enable compliance with requisition from Registrar of Titles to enable registration of the Purchaser as registered proprietor of the land sold.
29. Any Mortgages, Caveats or charges affecting the property sold must be discharged at or prior to settlement.



30. Is the Vendor registered as the proprietor of an estate in fee simple in the land sold? If not, proof as to what power or authority the Vendor has to sell and verification of any document relied upon by the Vendor in support of his title is required.
31. A statutory declaration as required by the Comptroller of Stamps must be supplied at settlement.
32. If any document produced by the Vendor pursuant to the Contract of Sale or in response hereto (including any Instrument of Transfer) is executed by an Attorney the Vendor is to produce with that document a photocopy of the relevant power which photocopy is certified in accordance with the provisions of the Instruments Act.
33. What, if any, agreements exist with regard to:-
  - (a) The enjoyment of light and air through any of the windows in the buildings on the Lot sold or the Common Property?
  - (b) Any wires or cables attached to or laid under or over the Lot sold or the Common Property?
  - (c) The underpinning of the foundation of any building erected on the Lot sold or the Common Property, or insofar as it affects the Lot sold or the Common Property, the foundation of any building or neighbouring properties?
34. If the Vendor's Statement pursuant to Section 32 of the Sale of Land Act was signed prior to the Day of Sale, does the Vendor warrant that all matters set out in the said Statement are complete and accurate as at the Day of Sale?
35. Is there any proposal by any authority to acquire the property compulsorily or which may adversely affect the use or enjoyment of the property? If so, particulars must be supplied.
36.
  - (a) Have there been any additions to, or amendments or repeal of the Rules of the Subdivision (Body Corporate) Regulations 1989.
  - (b) Is the Vendor aware of the proposed alteration to the Rules? If so, particulars are required.
  - (c) Has any amendment been made to by-law 5(f) of the First Schedule under the Strata Titles Act 1967.
37. Is the Vendor aware of any default made by the Body Corporate in complying with any requirements of or duty imposed on it by the said Act or the regulations made thereunder.
38. Has the Body Corporate, to the Vendor's knowledge, granted to any member or other person any special right or privilege in relation to the common property? If so, particulars are required.

39. Full particulars together with copies of all insurances effected by the Body Corporate are required. Does the reinstatement insurance cover all events set out in Schedule 2 of the Subdivision (Body Corporate) Regulations 1989?
40. Has there been any resolution of the Body Corporate under Regulation 706 of the Subdivision (Body Corporate) Regulations 1989 relating to insurance?
41. Are there any proceedings pending in which the Body Corporate is suing or being sued? If so, particulars are required.
42. What is the name and address of the person who is the Secretary of the Committee of the Body Corporate?
43. What contributions are currently being made by the Vendor to the Body Corporate and when are they payable?
44. Has the Body Corporate continuously displayed a notice and caused to be continuously available a receptacle suitable for the purposes of postal delivery pursuant to Regulation 202 of the Subdivision (Body Corporate) Regulations 1989.
45. To the Vendor's knowledge, does the land in the Subdivision as occupied or fenced accord with the land as described in the Certificates of Title relating thereto? If not, particulars are required.
46. Have any proceedings been contemplated or commenced by any person to obtain an Order pursuant to the Family Law Act 1975 (as amended) or has any such order been made by the Family Court of Australia or any other Court in respect of the property? If so such proceedings must be discontinued.
47. The Vendor shall, prior to settlement, produce to the Purchaser a Section 4 Certificate showing that (save as to adjustable current contributions) that there are no monies owing by the Vendor to the Body Corporate.
48. The Vendor is required to advise the whereabouts and if required produce the Certificate of Title to the Common Property.
49. The Vendor is required to advise the Purchaser of any change to any answers to any of these requisitions or enquiries from the time of answer to settlement.

The Purchaser reserves the right to make further inquiries or further requisitions on or objections to the Title arising out of any answers to the above or on production of documents hereby required to be produced or otherwise.

Yours faithfully  
SLATER AND GORDON  
per:

Olive Brosnahan

## CLIENT REGISTRATION/ALTERATIONS



CLIENT ID BLEWITT CLIENT GROUP No.

NAME BLEWITT

TITLE RALPH

SALUTATION DEAR MR.

ADDRESS 138 WARWICK ROAD  
DUNCRAIG W.A.

CONTACT

FAX NO.

CLIENT MANAGER		INTRODUCER		DATE INTRODUCED		BUSINESS SOURCE		INDUSTRY CLASS		Yes No CONTRIBUTION ANALYSIS	
Yes	No	\$	\$	Yes	No	0	1	2	0. WHEN BAL DUE.		INTEREST RATE CODE
PERMANENT CLIENT		DISBURSEMENT LIMIT		EXPOSURE LIMIT		TRUST STATEMENT		ACCOUNTS RENDERED		1. NEVER. 2. EVERY MONTH.	

## MATTER REGISTRATION/ALTERATIONS

CLIENT ID  MATTER No. 931044

DESCRIPTION 1/85 KERR STREET FMT280Y  
PURCHASE

ALPHA ID  CONTACT/PHONE

FAX NO.

OTHER PARTY NAME

TITLE

CONTACT

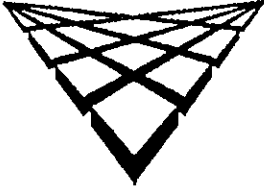
\$	\$	\$	NOB	7	1 Yes 0 No	NSB	22/2/93
BILLING FREQUENCY	BILLING TRIGGER	ESTIMATED FEES	REQUESTED AMOUNT	SOLICITOR	FIELD OF LAW	COLLECTION MANAGEMENT	RESPONSIBLE PARTNER DATE INSTRUCTED

SEND TO NAME

TITLE

ADDRESS

MATTER BRANCH	INTEREST RECOVERY	AUTO BILL FORMAT	Yes No INTERNAL CONFLICT	AUTHORISED	PROCESSED BY	DATE
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LAND TITLES OFFICE - VICTORIA

17/02/93

12:37:41

Page 1

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FINAL SEARCH on C.TITLE 9250 117

DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

SECURITY CODE: 123173427

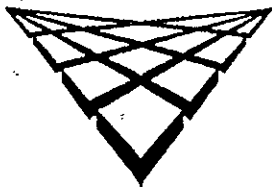
End of Listing. (M)enu or Enter next document:

Charge of \$2.20 logged against #000200

LAND TITLES OFFICE - VICTORIA 23/03/93 10:00:32 Page 1  
FINAL SEARCH on C.TITLE 9250 117

DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

SECURITY CODE: 099444883  
End of Listing. (M)enu or Enter next document:



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 1

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Register Search 40410753590L Volume 09250 Folio 117  
Customer 1585K Printed 17/02/1993 09:51 am

LAND

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Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 08431 Folio 007

Created by instrument G917015

REGISTERED PROPRIETOR

---

ESTATE FEE SIMPLE

Tenants in common

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON

Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

---

MORTGAGES AND CHARGES IN PRIORITY RANKING

1 R312121J MORTGAGE

WESTPAC BANKING CORPORATION

2 S225734J MORTGAGE

AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.

Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

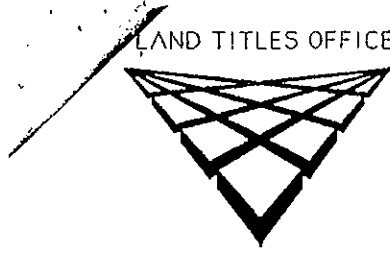
As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

OB

BLEWITT

TO FOLLOW:- EAS.



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SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 2

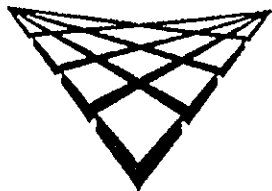
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UNREGISTERED DEALINGS

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Obtain Final Search Statement for unregistered dealings

STATEMENT END



LAND TITLES OFFICE - VICTORIA

17/02/93

12:37:41

Page 1

FINAL SEARCH on C.TITLE 9250 117

DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

SECURITY CODE: 123173427


End of Listing. (M)enu or Enter next document:

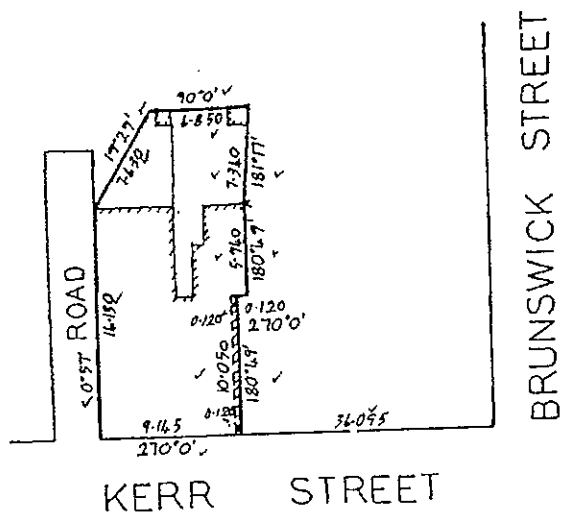
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B

**PLAN OF STRATA SUBDIVISION**

<p><b>THE PARCEL</b> - The whole of the land described in Certificate of Title Volume 8131 Folio 007 being part of Crown Portion 83 at Fitzroy Parish of Jika Jika County of Bourke</p> <p><b>POSTAL ADDRESS OF BUILDINGS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p> <p><b>ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS</b> - 87 Kerr Street, Fitzroy, 3065</p>	<p>REGISTERED <b>11174</b></p> <p>TIME 8.55</p> <p>DATE 16 JAN 1978</p> 
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The land shown thus is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.

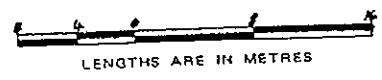


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

**SURVEYOR'S CERTIFICATE**

I, John M. PAUL of 10 Clifford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 12th day of October 1977 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature: *John M. Paul* Date: 18-10-77

**SEAL OF MUNICIPAL CORPORATION OF THE MAYOR AND CITIZENS OF THE CITY OF FITZROY**

ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Title Act

... WITNESS WHEREOF THE CORPORATION OF THE MAYOR AND CITIZENS OF THE CITY OF FITZROY HAVE HERETO AFFIXED THIS Twentysecond DAY OF November, ONE THOUSAND NINE HUNDRED AND Seventyseven

*William J. Peterson* MAYOR.

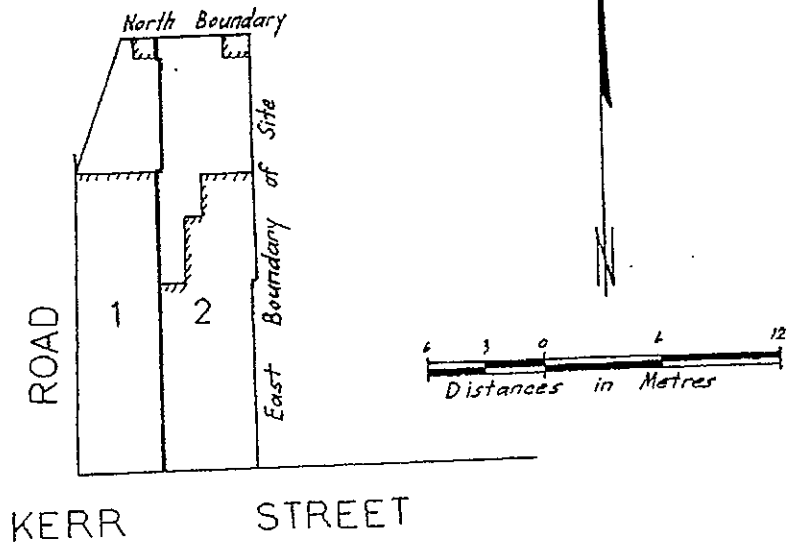
*Derryn* COUNCILLOR.

*John James* TOWN CLERK.

**SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY**

Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability
1	10	10	2	10	10
TOTAL			20	20	20

*John M. Paul*  
Licensed Surveyor.



LEGEND

(relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building. The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 hereof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

No unit on this Plan is an accessory unit.

PC  
11-1-78

*J. Paul*  
Licensed Surveyor



...of the said ...  
...of the said ...  
...of the said ...

DATED this 11th day of February 1929

SIGNED by the said CHARLES LEONARD GAVAN } *Charles Leonard Gavan*  
DUFFY in Victoria in the presence of

SIGNED by the said GUY FRANCIS GAVAN } *Guy Francis Gavan*  
DUFFY in Victoria in the presence of  
*G. Moran J.P.*

SIGNED by the said FRANK BERNDAN GAVAN } *Frank Berndan Gavan*  
DUFFY in Victoria in the presence of  
*Alfred Gavan J.P.*

SIGNED by the said ARTHUR DEL MONACO } *Arthur Del Monaco*  
MICHAEL DEL MONACO and CATERINA DEL } *Michael Del Monaco*  
MONACO in Victoria in the presence of } *Caterina Del Monaco*  
*Ewan Grayson J.P.*  
*Alfred*  
*Melbourne*

ENCUMBRANCES REFERRED TO

Colour Code  
 Y - Yellow  
 A - Red  
 G - Green  
 BR - Brown  
 BL - Blue  
 P - Purple  
 O - Orange  
 H - Hatched  
 CH - Cross Hatched

Copies of Titles and Grants Vol. 9258 and above are supplied pursuant to Section 114(3) of the Transfer of Land Act 1958  
 DATE: 23-2-93



ORIGINAL

Lodged at the Titles Office by

A.G.C. Ltd

Code

36640

MADE AVAILABLE TO ISSUE TO WESTPAC.

191192 1131 74

S225734J

VICTORIA

MORTGAGE

The Mortgagor being registered or entitled to be registered as the proprietor of the estate and interest specified in the land described subject to the registered encumbrances affecting the land and any encumbrances created by dealings lodged for registration prior to the lodging of this Mortgage and subject to the rights of the Caveator under the Caveat (if any) specified below in consideration of credit extended by the Mortgagee to the Mortgagor and/or other or others at the request of the Mortgagor and in pursuance and furtherance of the agreement of the Mortgagor to give this security for better securing the payment of the principal sum interest and all other moneys payable hereunder mortgages to the Mortgagee that estate and interest in the land and covenants with the Mortgagee as set out herein.

The provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles, in No. AA274 are incorporated in this Mortgage as covenants by the Mortgagor with the Mortgagee but so that in the event of any inconsistency with the covenants herein the covenants herein shall prevail. The Mortgagor hereby acknowledges that the Mortgagor has received and read a copy of the said Memorandum of Common Provisions prior to executing this Mortgage.

Land

CERTIFICATE OF TITLE VOLUME 9250 FOLIO 117

Estate or Interest being Mortgaged

ESTATE IN FEE SIMPLE

Mortgagor (Registered Proprietor)

HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Mortgagee

Trn 070118349 RDC 56 23/09/92  
 Rqn 73494 Amt \$ 10.00  
 Stamp Duty, Victoria

AUSTRALIAN GUARANTEE CORPORATION LIMITED A.C.N. 000 015 485  
 of 277 William Street, Melbourne

Caveat(s) if any: NO(S):

Executed in Victoria AUSTRALIAN GUARANTEE CORPORATION LIMITED  
 A.C.N. 000 015 485  
 by being signed sealed and delivered by  
 MERV JOHN WHITE.  
 (who certifies that he is the  
 BRANCH MANAGER VICTORIA  
 for the time being of the said company)  
 its Attorney under Power of Attorney dated  
 18/10/90 a certified copy of which is Filed in  
 Permanent Order Book 277 Page 3 in the  
 presence of:

Trn 070118350 Oper PUB047 23/09/92  
 ATTORNEY/MORTGAGEE SECURITY FOR ADVANCES  
 Of \$ 454.00  
 State Revenue Office Victoria

SIGNATURE OF WITNESS

Note: unless the number of a Caveat is specified, this Mortgage is not subject to the rights of the Caveator.

Compiler of Stamps Use Only  
 2/5/93  
 00354



Approval M/337 22 March 1990

Colour Code  
 Y - Yellow  
 R - Red  
 G - Green  
 BN - Brown  
 BL - Blue  
 P - Purple  
 O - Orange  
 H - Hatched  
 CH - Cross Hatched

Copies of Titles and Plans Vol. 2328 and above are supplied pursuant to Section 11(4)(3) of the Transfer of Land Act 1958  
 DATE: 23-2-93



**Covenants**

The Mortgagor covenants with the Mortgagee as follows:

1. To pay to the Mortgagee at such time or times and in such manner as may at any time and from time to time be agreed upon between the Mortgagor and the Mortgagee and in default of any such agreement on demand by the Mortgagee the principal sum defined in the said Memorandum of Common Provisions and including each and all sums of money for which the Mortgagor may now or hereafter be indebted or liable to the Mortgagee and/or any associated company of the Mortgagee (whether such indebtedness or liability be present or future, actual or contingent, fixed or fluctuating, liquidated or unliquidated) on any present or future account or for any reason or ground whatsoever.
2. To pay to the Mortgagee interest upon the principal sum and such fees and charges at such times and rates as may be agreed in writing between the Mortgagor and the Mortgagee and in default of such agreement at the higher rate; interest shall accrue from day to day and shall be payable by the Mortgagor on demand by the Mortgagee.

The "higher rate" means, in the case of all or any part of the principal sum where the rate of interest thereon is limited by law, the rate so limited, and in any other case the rate formed by adding six per cent per annum to the rate fixed under Section 2(1) of the Penalty Interest Rates Act 1983 at the time the same became payable to or recoverable by the Mortgagee.

IN WITNESS WHEREOF this deed has been duly executed the Twenty Sixth day of August 1992

Execution and Attestation

SIGNED SEALED AND DELIVERED  
 by the Mortgagor in the presence  
 of: [Signature]

) [Signature]  
 )  
 )  
 ) HARRY JULIAN GNSMAN

NAME AND ADDRESS OF WITNESS (PLEASE PRINT) H. HERRA c/o Apt 271 William St Melbourne

THE COMMON SEAL OF  
 was hereto affixed in accordance with its  
 Articles of Association in the presence of:

Director  
 Director/Secretary

SIGNED SEALED AND DELIVERED  
 BY THE MORTGAGOR IN THE PRESENCE  
 OF: [Signature]

) [Signature]  
 )  
 )  
 ) NIKKI D'EMDEN

NAME AND ADDRESS OF WITNESS (PLEASE PRINT) H. HERRA c/o Apt 271 William St Melbourne

**The Registrar of Titles**  
 Please register this dealing and on completion  
 send me of: 9250/117 to issue  
 to Unisys Banking Corp WSC 236 Ref: CC/20/PM  
 For WSC Banking Corporation

Colour Code  
 Y - Yellow  
 R - Red

B - Green  
 DL - Brown  
 DL - Blue

P - Purple  
 O - Orange  
 H - Hatched  
 CIL - Cross Hatched

Copies of Titles and Grants Vol. 2, 3 and others  
 are supplied pursuant to Section 11(1)(5) of the  
 Transfer of Land Act 1958  
 DATE: 1-2-93



562

1085

Lodged at the Titles Office by  
 Westpac Banking Corporation  
 Code: 023 L

REC'D  
 12/01/91

280491 9680 74 40 R312121J

270391 0959 74

R275827P

VICTORIA

ORIGINAL MORTGAGE

The person or persons named in Item 2 ("the Mortgagor") being registered or entitled to be registered as the proprietor of an estate in the land described in Item 1 ("the mortgaged premises") IN CONSIDERATION of the Mortgagee named in Item 3 the registered office of which in Victoria is situate at 360 Collins Street, Melbourne ("the Bank"), at the request of each of the persons undersigned, forbearing to sue forthwith in respect of advances or accommodation already granted or afforded or presently granting or affording advances or accommodation or at any time or from time to time hereafter granting or affording advances or accommodation and in each such case whether such advances or accommodation are at the discretion or during the pleasure of the Bank or otherwise to the Mortgagor either alone or jointly with any other person or to the person or persons named in Item 5 ("the Debtor") either alone or jointly with any other person HEREBY MORTGAGES all the estate and interest of the Mortgagor described in Item 4 in the mortgaged premises subject to the encumbrances affecting the mortgaged premises created by dealings lodged prior to the lodging of this instrument for the purpose of better securing the payment and satisfaction of the moneys hereby secured and the performance and observance of the covenants terms and conditions of this Mortgage. The provisions contained in the Schedule hereto and anything referred to therein shall form part of and be incorporated in this Mortgage.

MARR-LAND FLOREC-CSSS

THE SCHEDULE HEREINBEFORE REFERRED TO: STAMP DUTY VICTORIA  
 UFD4C44 S#1 T#048976 00822361 17/04/91  
 R#257515 0#45 \$568.00

ITEM 1 Mortgaged Premises		If land is PART ONLY of an existing title describe the part
Title or Crown Volume	Grant Folio	
9250	117	

MARR-LAND FLOREC-CSSS

GR	45
DL	568-
TA	~
TYPE	-
VALUE	151,000
PERSON	

ITEM 2 The Mortgagor — Full Names  
 HARRY JULIAN ONSHAW AND NIKKI D'EMDEN

ITEM 3 The Mortgagee — Full Name and Address  
 WESTPAC BANKING CORPORATION  
 of 360 Collins Street Melbourne  
 in the State of Victoria

ITEM 4 Estate or Interest being mortgaged  
 IN FEE SIMPLE

ITEM 5 The Debtor — Full Names  
 HARRY JULIAN ONSHAW AND NIKKI D'EMDEN

Rm  
 715791

Approval No. M/314 30 June 1989

M



T502  
 18775  
 12/9/89





LEGEND

Y - Yellow  
R - Red

G - Green  
BR - Brown  
BL - Blue

P - Purple  
D - Draft  
H - Hatched  
CH - Cross Hatched

Copies of Titles and Plans Vol. 9358 and above  
are supplied pursuant to Section 114(5) of the  
Transfer of Land Act 1958  
DATE: 4-2-93



SIGNED SEALED AND DELIVERED

by the Mortgagor in the presence  
of:

)  
)  
)

SIGNED SEALED AND DELIVERED

by the Mortgagor in the presence  
of:

)  
)  
)

THE COMMON SEAL OF

was hereunto affixed in accordance  
with its Articles of Association  
in the presence of:

)  
)  
)  
)  
)

Director

Director/Secretary

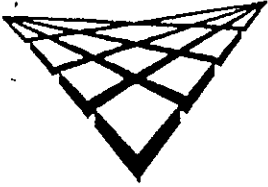
THE COMMON SEAL OF

was hereunto affixed in accordance  
with its Articles of Association  
in the presence of:

)  
)  
)  
)  
)

Director

Director/Secretary



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 1

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Register Search 40410753590L      Volume 09250 Folio 117  
 Customer 1585K      Printed 17/02/1993 09:51 am

LAND

---

Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 08431 Folio 007

Created by instrument G917015

REGISTERED PROPRIETOR

---

ESTATE FEE SIMPLE

Tenants in common

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON

As to 1 of a total of 2 equal undivided shares

SOLE PROPRIETOR

D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON

Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

---

MORTGAGES AND CHARGES IN PRIORITY RANKING

1 R312121J MORTGAGE  
 WESTPAC BANKING CORPORATION

2 S225734J MORTGAGE  
 AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.

Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

CB

BLEWITT

TO FOLLOW :- EAS.

Land Titles Office



SEARCH STATEMENT

7439

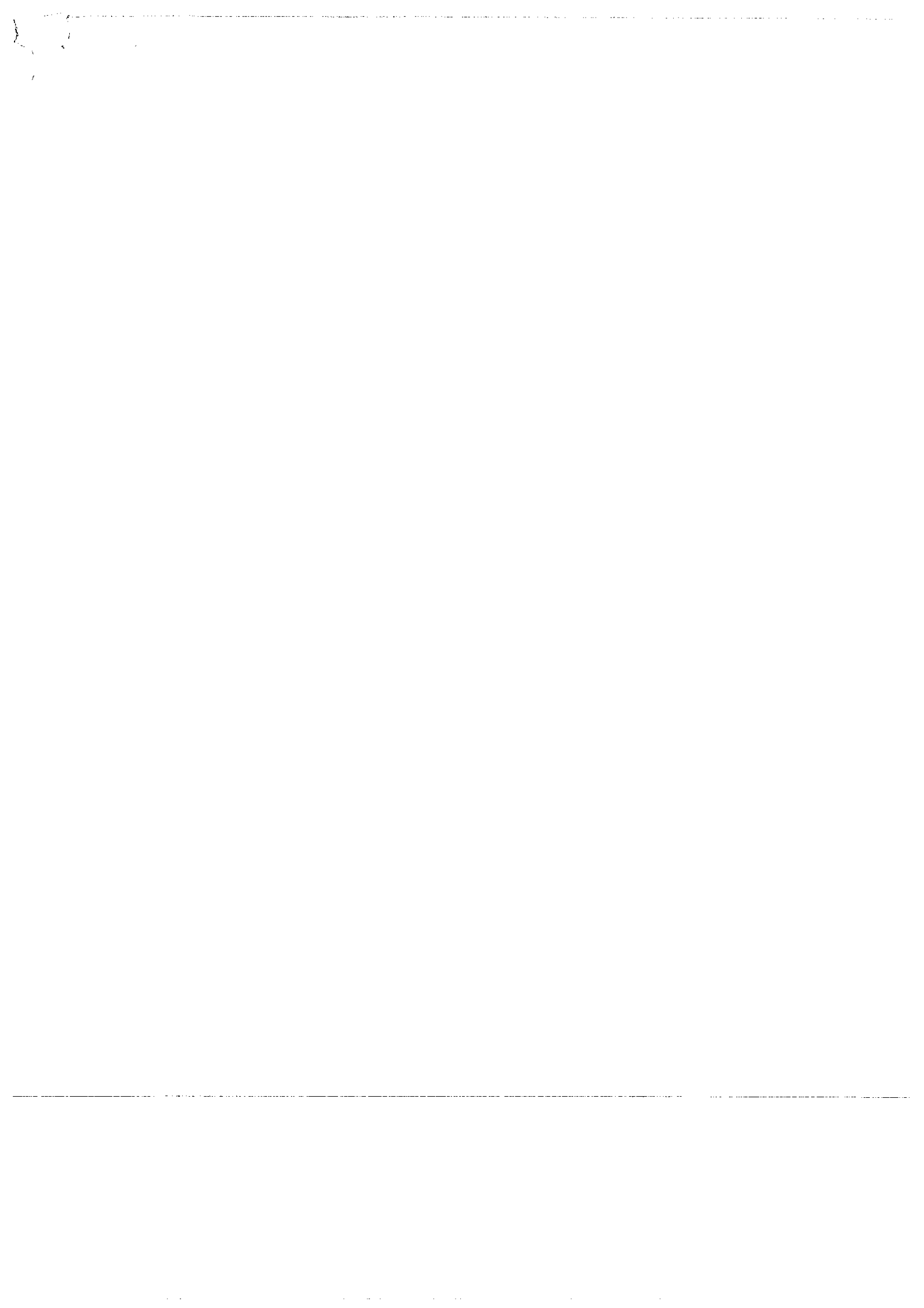
SEARCH TYPE      INST DOCUMENT      CUSTOMER TIME      DATE

DOCUMENT BEING REFILED REQUEST AGAIN TOMORROW

DEALINGS AFFECTING      LOCATION      STATUS      CLERK      BUNDLE      FILED WITH

NUMBER      TYPE      BRANCH  
S225734J      MORTGAGE      Registered

*[Handwritten signature]*  
SEE OVER



LOIQUC.1002  
Y - Yellow  
N - Red

0 - Green  
DN - Green  
DL - Blue  
0 - Orange  
IL - Hatched  
CL - Crosshatched

not supplied pursuant to Section 11(4)(5) of the  
Transfer of Land Act 1950  
DATE: 28-2-93



ORIGINAL

Lodged at the Titles Office by

A.G.C. Ltd

Code

36640

MADE AVAILABLE  
TO ISSUE TO  
WESTPAC.

191192 1131 74

S225734J

VICTORIA

MORTGAGE

The Mortgagor being registered or entitled to be registered as the proprietor of the estate and interest specified in the land described subject to the registered encumbrances affecting the land and any encumbrances created by dealings lodged for registration prior to the lodging of this Mortgage and subject to the rights of the Caveator under the Caveat (if any) specified below in consideration of credit extended by the Mortgagee to the Mortgagor and/or other or others at the request of the Mortgagor and in pursuance and furtherance of the agreement of the Mortgagor to give this security for better securing the payment of the principal sum interest and all other moneys payable hereunder mortgages to the Mortgagee that estate and interest in the land and covenants with the Mortgagee as set out herein.

The provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles, in No. AA274 are incorporated in this Mortgage as covenants by the Mortgagor with the Mortgagee but so that in the event of any inconsistency with the covenants herein the covenants herein shall prevail. The Mortgagor hereby acknowledges that the Mortgagor has received and read a copy of the said Memorandum of Common Provisions prior to executing this Mortgage.

Land

CERTIFICATE OF TITLE VOLUME 9250 FOLIO 117

Estate or Interest being Mortgaged

ESTATE IN FEE SIMPLE

Mortgagor (Registered Proprietor)

HARRY JULIAN ONSMAN and NIKKI D'EMDEN

Mortgagee

AUSTRALIAN GUARANTEE CORPORATION LIMITED A.C.N. 000 015 485  
of 277 William Street, Melbourne

Trn 070118349 RDC 56 23/09/92  
Rdn 73494 Amt \$ 10.00  
Stamp Duty, Victoria

Caveat(s) if any: NO(S):

Executed in Victoria AUSTRALIAN GUARANTEE CORPORATION LIMITED  
by MERV JOHN WHITE  
(who certifies that he is the  
BRANCH MANAGER VICTORIA  
for the time being of the said company)  
Its Attorney under Power of Attorney dated  
18/10/80 a certified copy of which is filed in  
Permanent Order Book 277 Page 3 in the  
presence of:

Trn 070118350 Oper PUB047 23/09/92  
ATTORNEY/MORTGAGEE SECURITY FOR ADVANCES  
Of \$ 15400  
State Revenue Office Victoria

SIGNATURE OF WITNESS

Note: unless the number of a Caveat is specified, this Mortgage is not subject to the rights of the Caveator.

Office Use Only

M



Approval M/337 22 March 1990

Color Code  
 Y - Yellow  
 R - Red  
 G - Green  
 BL - Blue  
 B - Brown  
 BK - Black  
 CR - Cross Hatched

are supplied pursuant to Section 11-453 of the  
 Transfer of Land Act 1993  
 DATE: 28-2-93



**Covenants**

The Mortgagor covenants with the Mortgagee as follows:

1. To pay to the Mortgagee at such time or times and in such manner as may at any time and from time to time be agreed upon between the Mortgagor and the Mortgagee and in default of any such agreement on demand by the Mortgagee the principal sum defined in the said Memorandum of Common Provisions and including each and all sums of money for which the Mortgagor may now or hereafter be indebted or liable to the Mortgagee and/or any associated company of the Mortgagee (whether such indebtedness or liability be present or future, actual or contingent, fixed or fluctuating, liquidated or unliquidated) on any present or future account or for any reason or ground whatsoever.
2. To pay to the Mortgagee interest upon the principal sum and such fees and charges at such times and rates as may be agreed in writing between the Mortgagor and the Mortgagee and in default of such agreement at the higher rate; interest shall accrue from day to day and shall be payable by the Mortgagor on demand by the Mortgagee.

The "higher rate" means, in the case of all or any part of the principal sum where the rate of interest thereon is limited by law, the rate so limited, and in any other case the rate formed by adding six per cent per annum to the rate fixed under Section 2(1) of the Penalty Interest Rates Act 1983 at the time the same became payable to or recoverable by the Mortgagee.

IN WITNESS WHEREOF this deed has been duly executed the *Twenty Sixth* day of *August* 19 *92*

Execution and Attestation

SIGNED SEALED AND DELIVERED  
 by the Mortgagor in the presence  
 of: *[Signature]*

*[Signature]*

HARRY JULIAN ONSMAN

NAME AND ADDRESS OF WITNESS (PLEASE PRINT) *H. HENNA ct. 277 William St. MESSOURIE*

THE COMMON SEAL OF  
 was hereto affixed in accordance with its  
 Articles of Association in the presence of:

Director

Director/Secretary

SIGNED SEALED AND DELIVERED  
 BY THE MORTGAGOR IN THE PRESENCE  
 OF: *[Signature]*

*[Signature]*

NIKKI D'EMDEN

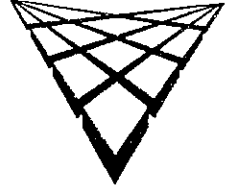
NAME AND ADDRESS OF WITNESS (PLEASE PRINT) *H. HENNA ct. 277 William St. MESSOURIE*

**The Registrar of Titles**  
 Please register this Dealing and on completion  
 hand Due ct. *9/2/92* to issue  
 to *WATERBURY BANKING CORP* WDC 234 Ref: CC/20/PM  
 For W *[Signature]* Banking Corporation

Land Titles Office

SEARCH  
STATEMENT

LAND TITLES OFFICE



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SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
REGISTER	INSTR. R312121J	1585K	1207	22/02/93

THE DOCUMENT WILL BE AVAILABLE AT THE ENQUIRIES DESK SOON

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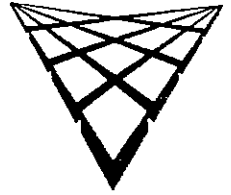
DEALINGS AFFECTING		LOCATION				
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	FILED WITH
NIL						

*Country  
25/2*

SEE OVER

Land Titles Office

LAND TITLES OFFICE



SEARCH  
STATEMENT

---

SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
RE-REGISTER	INSTR. R312121J	1585K	0908	25/02/93

THE DOCUMENT WILL BE AVAILABLE AT THE ENQUIRIES DESK SOON

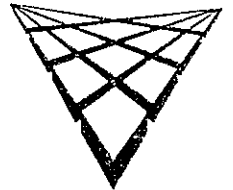
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DEALINGS AFFECTING		LOCATION				
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	FILED WITH
NIL						

SEE OVER

Land Titles Office

LAND TITLES OFFICE



SEARCH  
STATEMENT

---

SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
RE-REGISTER	INSTR. R312121J	1585K	0917	23/02/93

THE DOCUMENT WILL BE AVAILABLE AT THE ENQUIRIES DESK SOON

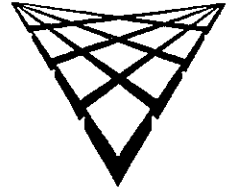
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DEALINGS AFFECTING		LOCATION				
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	FILED WITH
NIL						



Land Titles Office

LAND TITLES OFFICE



SEARCH STATEMENT

SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
RE-REGISTER	INSTR. R312121J	1585K	0914	26/02/93

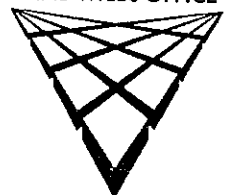
DOCUMENT BEING REFILED REQUEST AGAIN TOMORROW

DEALINGS AFFECTING		LOCATION				FILED WITH
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	
NIL						

SEE OVER

Land Titles Office

LAND TITLES OFFICE



SEARCH STATEMENT

SEARCH TYPE	DOCUMENT	CUSTOMER	TIME	DATE
RE-REGISTER	INSTR. R312121J	1585K	0909	24/02/93

THE DOCUMENT WILL BE AVAILABLE AT THE ENQUIRIES DESK SOON

DEALINGS AFFECTING		LOCATION				FILED WITH
NUMBER	TYPE	BRANCH	STATUS	CLERK	BUNDLE	
NIL						

**NOTE:**  
This statement details any dealing with the land being searched which has either been registered within the last 100 days or which remains unregistered other than a dealing affecting a strata or cluster subdivision a memorandum of which or a reference to which has been or is to be entered on the registered plan or cluster plan.  
If the land is part of a strata or cluster subdivision the relevant plan should also be inspected.

Lodged at the Titles Office by  
Westpac Banking Corporation  
Code: 023 L

1585

280491 9550 74 #0 R312121J

RECORDED

270381 0959 74 R275927P

VICTORIA

ORIGINAL MORTGAGE

The person or persons named in Item 2 ("the Mortgagor") being registered or entitled to be registered as the proprietor of an estate in the land described in Item 1 ("the mortgaged premises") IN CONSIDERATION of the Mortgagee named in Item 3 the registered office of which in Victoria is situate at 360 Collins Street, Melbourne ("the Bank"), at the request of each of the persons undersigned, forbearing to sue forthwith in respect of advances or accommodation already granted or afforded or presently granting or affording advances or accommodation or at any time or from time to time hereafter granting or affording advances or accommodation and in each such case whether such advances or accommodation are at the discretion or during the pleasure of the Bank or otherwise to the Mortgagor either alone or jointly with any other person or to the person or persons named in Item 5 ("the Debtor") either alone or jointly with any other person HEREBY MORTGAGES all the estate and interest of the Mortgagor described in Item 4 in the mortgaged premises subject to the encumbrances affecting the mortgaged premises created by dealings lodged prior to the lodging of this instrument for the purpose of better securing the payment and satisfaction of the moneys hereby secured and the performance and observance of the covenants terms and conditions of this Mortgage. The provisions contained in the Schedule hereto and anything referred to therein shall form part of and be incorporated in this Mortgage.

MARLAND MOVED 28/8

THE SCHEDULE HEREINBEFORE REFERRED TO. STAMP DUTY VICTORIA

034024 321 1288976 08822361 17/04/91  
R4257515 0445 \$528.08

ITEM 1 Mortgaged Premises

Title or Crown Grant  
Volume Folio

If land is PART ONLY of an  
existing title describe the part

9250	117	
------	-----	--

MARLBAND HOUSE

DE	45
568-	
TYPE	-
VALUE	18,000
REGISTERED	8

ITEM 2 The Mortgagor — Full Names

HARRY JUDIAN ONSHAIN AND MIRKEI D'EMERSON

ITEM 3 The Mortgagee — Full Name and Address

MORTGAGE BANKING CORPORATION  
of 360 Collins Street Melbourne  
in the State of Victoria

ITEM 4 Estate or Interest being mortgaged

THE PURE STIMPIRE

ITEM 5 The Debtor — Full Names

HARRY JUDIAN ONSHAIN AND MIRKEI D'EMERSON

Office use Only

M



M/15791

Approval No. M/314 30 June 1989



T302  
18775  
12/9/89



SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

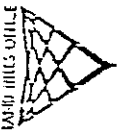
SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)



DATE: 06-22-93  
Copies are being transferred to the  
Department of Public Safety for the  
purpose of maintaining a file on the  
above.

P - Purple  
O - Orange  
H - Hatched  
CH - Cross Hatched

G - Green  
DN - Brown  
BL - Blue

Color Code  
Y - Yellow  
R - Red

COLOR CODE  
Y - Yellow  
R - Red  
G - Green  
DN - Brown  
BL - Blue  
P - Purple  
O - Orange  
H - Hatched  
CH - Crosshatched

COPIES OF THIS AND OTHER DOCUMENTS OF THE  
are supplied pursuant to section 11(15) of the  
Transfer of Land Act 1975  
DATE: 2-2-98



SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

SIGNED SEALED AND DELIVERED  
by the Mortgagor in the presence  
of: )  
)  
)

THE COMMON SEAL OF  
was hereunto affixed in accordance  
with its Articles of Association  
in the presence of: )  
)  
)  
)  
)

Director  
Director/Secretary

THE COMMON SEAL OF  
was hereunto affixed in accordance  
with its Articles of Association )  
)  
)  
)  
)

THE COMMON SEAL OF

was hereunto affixed in accordance  
with its Articles of Association  
in the presence of:

)  
)  
)  
)  
)

Director

Director/Secretary





LAND TITLES OFFICE - VICTORIA 17/02/93 12:37:41 Page 1

---

FINAL SEARCH on C.TITLE 9250 117

DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

SECURITY CODE: 123173427  
End of Listing. (M)enu or Enter next document:  
Charge of \$2.20 logged against #000200

RATE CERTIFICATE APPLICATIONS

RE: BLEWITT

PPTY: 1/85 KERR ST. FITZROY

POSTCODE: 3065

DATE: 22/2/93

MELWAY: MAP: 2C

REF: B6

VACANT LAND / DWELLING / OTHER: UNIT

MELBOURNE WATER

● RATES: \$10.00 X  
● ENCUMBRANCE: \$13.00 X  
S.W.M.R. \$14.30 X

MUNICIPAL

LAND INFORMATION CERTIFICATE:

\$20.00 X

● FORM 10: \$30.00 X  
PLANNING: \$12.50

● MINISTRY FOR PLANNING & HOUSING

NORMAL:  
URGENT:

\$12.50 X  
\$50.00

● MINISTRY OF HOUSING

\$15.40 X

● COMMISSIONER OF LAND TAX

\$11.00 X

● VICROADS

\$12.10 X

WATER BOARD INFORMATION SHEET

\$35.00

TOWN OR SHIRE OFFICE AT: City of Fitzroy

WATER BOARD OFFICE AT:

# PROPERTY INQUIRY APPLICATION FORM

FORM 4.2

OFFICE USE ONLY

**IMPORTANT**—If more than one certificate required, complete and forward one form for each certificate to relevant authorities in accordance with the Property Inquiry Information sheet.

REFERENCE	CODE	APPLICATION No.

Water Board

Rate

Encumbrance

Information Sheet

Special Meter Reading

Other

Municipal Land Information Sheet

Ministry for Planning

Ministry of Housing

Commissioner of Land Tax

Vicroads

- Settlement: \_\_\_\_\_

- Required by: \_\_\_\_\_

	VENDOR	PURCHASER
Surname	RE <b>ONSMAN + D'EMDEN</b>	TO <b>BLEWITT</b>
Other Names	<b>HARRY JULIAN + NIKKI</b>	<b>RALPH</b>
Address	<b>1/85 KERR STREET FITZROY 3065</b>	<b>138 WARWICK ROAD DUNCRAIG W.A.</b>
	FULL NAME & ADDRESS OF REGISTERED PROPRIETOR IF NOT THE VENDOR	

USE  
BLOCK  
LETTERS

NAME AND ADDRESS OF APPLICANT

**MESSRS. SLATER & GORDON,  
SOLICITORS,  
562 LITTLE BOURKE STREET,  
MELBOURNE. 3000. Postcode  
D.X. No. 229**

APPLICANTS REFERENCE

**NOB: BLEWITT**

Phone No. 602 4855 | Date **22/2/93**

Total Sale Price **\$230,000-00**

Date of Contract **13/2/93**

Terms of Sale **CASH/TERMS**

**DESCRIPTION OF LAND—BE PRECISE. INSUFFICIENT INFORMATION WILL RESULT IN RETURN OF APPLICATION. LOCALITY PLAN (COPY OF TITLE OR SKETCH) SHOWING DIMENSIONS OF WHOLE OF PROPERTY AND DISTANCE FROM NEAREST STREET INTERSECTION MUST BE ATTACHED TO EACH FORM.**

at/Unit No. <b>1</b>	Street No. <b>85</b>	Street, Road, etc. <b>KERR STREET</b>		Municipality <b>CITY OF FITZROY</b>
of No.	Plan No. <b>11174</b>	C.A. or C.P. No.	Section	Parish <b>JIKA JIKA</b>
town or Suburb <b>FITZROY</b>	Postcode <b>3065</b>	Volume/Book <b>9250</b>	Folio/Number <b>117</b>	Frontage links/ft/metres <b>SEE ATTACHED</b>
Depth links/ft/metres				<b>SEE ATTACHED</b>
Situating on ..... (N/S/E/W) side of street commencing ..... links/ft/metres				
..... (N/S/E/W) of <b>SEE ATTACHED</b> Street. Area ..... (Acres/Ha)				
State whether vacant land or nature of building (e.g. Dwelling, Factory)			UNIT <b>UNIT</b>	Name of Directory <b>MELWAY</b>
				Map Reference <b>2C B6</b>

**FOR OFFICE USE ONLY**

	N
	B
	RP
	D
	R



**MELBOURNE  
WATER**

Making greater Melbourne even greater

Date : 02/03/93

Enquiries:  
Telephone: 313-8409

Dear Sir/Madam,

**SPECIAL READING OF WATER METER**

PROPERTY : 85 KERR ST FITZROY  
ACCOUNT NO : 05-10305246  
S/R NO : 93166921  
YOUR REF : NOB: BLEWITT

In response to your request for a special meter reading at the above mentioned property, I wish to inform you that investigations have revealed that Melbourne Water does not have any meters fixed at this property.

Melbourne Water therefore has no water consumption charges up to 02/03 193, the date of our investigations.

Yours Faithfully

CUSTOMER ACCOUNTS OFFICER  
MARIBYRNONG REGION



# LAND INFORMATION CERTIFICATE

## SECTION 229 LOCAL GOVERNMENT ACT 1989

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

PROPERTY REFERENCE No. 21300/2702  
 LOCATION: Unit 1 35 KERR ST  
 OWNER AS SHOWN IN THE RATE RECORDS: Onsman Harry & Diemden Nikki

PROPERTY VALUATIONS: EFFECTIVE DATE: 30/6/90  
 SITE VALUE: 72000 CAPITAL IMPROVED VALUE: 132000 NET ANNUAL VALUE: 6600

NOTE: In accordance with Section 175(1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

RATES AND CHARGES LEVIED		
GENERAL RATE for year ending 30/9/93	Current due on <u>16 / 11 / 92</u>	<u>712.54</u>
ARREARS		
INTEREST		
PAYMENTS		<u>178.14</u>
OTHER CHARGES	STATE DEFICIT LEVY	<u>100.00</u>
TOTAL OWING		<u>634.40</u>

FLOOD LEVEL: A specified flood level pursuant to regulation 44.5, Victoria Building Regulations 1983 ~~has~~/has not been determined in respect of the above land.  
The specified level is:

There ~~are~~ are no outstanding notices or orders made under Local Government Acts 1958 and 1989 on the land served by Council which still apply as at the date of this certificate.  
Details of any notice served:

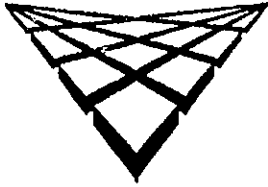
W. Jim Kirwan  
Delegated Officer

Certificate No. 385

ISSUE DATE: 3/3/93

APPLICANTS REFERENCE: N08: BLEWITT

APPLICANTS Slater + Gordon  
NAME AND Dx 229  
ADDRESS Melbourne.



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 1

Register Search 40410753590L                      Volume 09250 Folio 117  
Customer 1585K                                      Printed 17/02/1993 09:51 am

LAND

-----  
Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.  
PARENT TITLE Volume 08431 Folio 007  
Created by instrument G917015

REGISTERED PROPRIETOR

-----  
ESTATE FEE SIMPLE  
Tenants in common  
As to 1 of a total of 2 equal undivided shares  
SOLE PROPRIETOR  
    ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON  
As to 1 of a total of 2 equal undivided shares  
SOLE PROPRIETOR  
    D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON  
    Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

-----  
MORTGAGES AND CHARGES IN PRIORITY RANKING

- 1 R312121J MORTGAGE  
    WESTPAC BANKING CORPORATION
- 2 S225734J MORTGAGE  
    AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.  
Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

OB  
BLEWITT  
TO FOLLOW :- EAS.



---

SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40410753590L Page 2

---

UNREGISTERED DEALINGS

---

Obtain Final Search Statement for unregistered dealings

STATEMENT END

B

PLAN OF STRATA SUBDIVISION

**THE PARCEL** - The whole of the land described in Certificate of Title Volume 8431 Folio 007 being part of Crown Portion 83 ~~at Fitzroy~~ Parish of Jika Jika County of Bourke

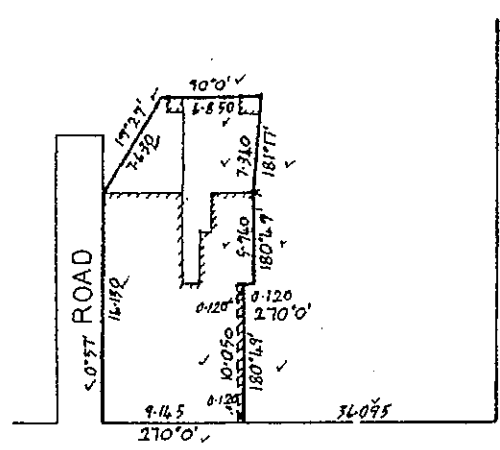
**POSTAL ADDRESS OF BUILDINGS** - 85 & 87 Kerr Street, Fitzroy, 3065

**ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS** - 87 Kerr Street, Fitzroy, 3065

REGISTERED 11174

TIME 8.55

DATE 16 JAN 1978



BRUNSWICK STREET

KERR STREET

The land shown thus is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.

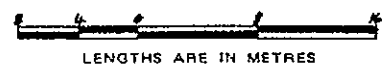


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYOR'S CERTIFICATE

I, John M. PAUL of 10 Ilford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 12th day of October 1977 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature: *J.M. Paul* Date: 18-10-77

SEAL OF MUNICIPAL ENDORSEMENT

Sealed pursuant to Section 6 (i) of the Strata Title Act

... WITNESS WHEREOF THE CORPORATION OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF FITZROY HAVE HERE-UNTO AFFIXED THIS Twentysecond DAY OF November, ONE THOUSAND NINE HUNDRED AND Seventyseven

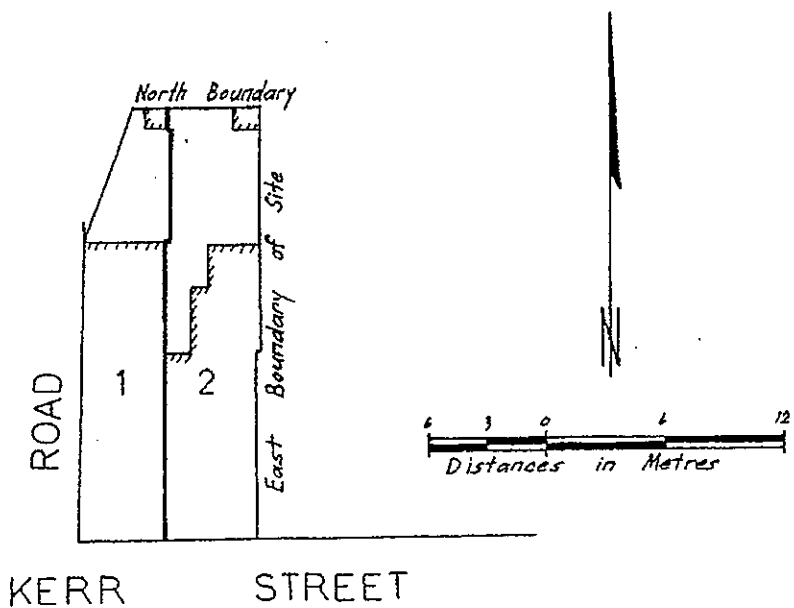
*William J. Peterson* MAYOR.  
*Derry* COUNCILLOR.  
*John James* TOWN CLERK.

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability
1	10	10	1	10	10
2	10	10	2	10	10
			TOTAL	20	20

*J.M. Paul*  
 Licensed Surveyor.





LEGEND

(Relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building; The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 hercof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

No unit on this Plan is an accessory unit.

*J. Paul*  
 Licensed Surveyor

THE PLAN HAS BEEN EXAMINED AND THE PLANS (IF ANY) HAVE BEEN CODED AS FOLLOWS:  
 RED - BOUNDARIES OF THE SITE  
 PURPLE - OTHER CODES USED AREA H - HATCHED  
 GREEN - HIGHWAY CROSS HATCHED, INC - NO COLOUR

any of the said... and...  
of the...  
of the...  
of the...

DATED this 16 day of January 1921

SIGNED by the said CHARLES LEONARD GAVAN  
DUFFY in Victoria in the presence of

*Charles Leonard Gavan*  
*W. J. ...*

SIGNED by the said GUY FRANCIS GAVAN  
DUFFY in Victoria in the presence of

*Guy Francis Gavan*  
*W. J. ...*

SIGNED by the said FRANK REGINALD GAVAN  
DUFFY in Victoria in the presence of

*Frank Reginald Gavan*  
*W. J. ...*

SIGNED by the said ARTHUR DEL MONACO  
MICHAEL DEL MONACO and CATERINA DEL  
MONACO in Victoria in the presence of

*Arthur Del Monaco*  
*Michael Del Monaco*  
*Caterina Del Monaco*  
*Evan ...*  
*Abigail ...*  
*Melbourne*

ENCUMBRANCES REFERRED TO

Miscellaneous Section  
not transferred to

FAX:

~~ONLY REFERS TO~~

~~1ST MTGS -~~

~~NEED DETAILS~~

~~OF 2ND TO~~

~~A.G.C.~~

---

INU / TOWNET ?

AWU - Tel 663 3477.

**ROSE MARY BRONDOLINO & CO.**

*Barristers & Solicitors*

*Rose Mary Brondolino. LL.B.*

YOUR REF.

OUR REF: RMB:LI

261 Brunswick Street,  
Fitzroy, Vic., 3065  
Telephones: 419 1385  
419 4334  
Fax: 417 5568

17th February 1993

Messrs Slater & Gordon  
Solicitors  
562 Lt Bourke Street  
MELBOURNE VIC 3000

Dear Sirs

re: ONSMAN & D'EMDEN -to- BLEWITT  
PPTY: 1/85 KERR STREET FITZROY

We refer to the above matter and enclose herewith Section 27 for execution by your client and returning to our office as soon as possible.

Yours faithfully,  
ROSE MARY BRONDOLINO & CO

per: 

DEPOSIT STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

VENDOR: HARRY JULLIAN ONSMAN and NIKKI D'EMDEN

PROPERTY: UNIT 1/85 KERR STREET FITZROY

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. Particulars of the Mortgage/s to which the property is now subject-

1.1 \$ ~~130,000~~ is the amount secured by the Mortgage  
\$ 1300.00 instalments must be paid at MONTHLY intervals.

\$ 128,500 is the amount now required to discharge the Mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any Statutory body or any other charge or lien for money or money's worth.

1.2 The Mortgage does \*not provide for further advances

1.3 10 % p.a. is the lower rate of interest under the mortgage (& default rate is 10 % p.a.)

1.4 1 / 4 / 2016 is the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).

1.5 The vendor is \*not in default under the Mortgage

1.6 The Mortgage Lender is WESTPAC BANKING CORPORATION of 570 Bourke Street Melbourne

1.7 The Mortgage lender has \*not consented to the Purchaser assuming the vendor's obligation under the Mortgage.

\*2 There is no Caveat lodged against the title to the Property under the Transfer of land Act 1958.

DATE OF THIS STATEMENT.....17.2.93.....

Signature/s of the Vendor.....  
.....  
.....

ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt.....4./3...../1993 Please i auto

Signature(s) of X *Ralph Blewitt*  
the Purchaser.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to a Specific Power of Attorney dated 4th February, 1993.

RELEASE OF THE DEPOSIT BY THE PURCHASER

- (1) The Purchaser is satisfied that -
  - (a) The above particulars provided by the Vendor are accurate.
  - (b) The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.
  - (c) The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- (2) The Purchaser has received satisfactory answers to requisitions on Title or is otherwise deemed to have accepted title.

Please Date

DATE OF THIS RELEASE..4/3/93.....

Signature/s of the Purchaser X *Ralph Blewitt*.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to a Specific Power of Attorney dated 4th February, 1993.  
.....

DEPOSIT STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

RE: 2ND MORTGAGE

VENDOR: HARRY JULIAN ONSMAN and NIKKI D'EMDEN

PROPERTY: 1/85 KERR STREET FITZROY

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. Particulars of the Mortgage/s to which the property is now subject-

1.1 \$45,000.00 is the amount secured by the Mortgage  
\$560.00 p.c.m. instalments must be paid at intervals.

\$45,000.00 is the amount now required to discharge the Mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any Statutory body or any other charge or lien for money or money's worth.

1.2 The Mortgage does \*not provide for further advances

1.3 13.5 % p.a. is the lower rate of interest under the mortgage (& default rate is 15.5 % p.a.)

1.4 September 2007 is the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).

1.5 The vendor is \*not in default under the Mortgage

1.6 The Mortgage Lender is Australian Guarantee Corporation Ltd of 271 William Street Melbourne

1.7 The Mortgage lender has \*not consented to the Purchaser assuming the vendor's obligation under the Mortgage.

\*2 There is no Caveat lodged against the title to the Property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT... 1.3.03

Signature/s of the Vendor. *[Handwritten Signature]*

*[Handwritten Signature]*

ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt..4/3/...../1993 *Please Date*

Signature(s) of *X* *[Signature]*  
the Purchaser.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to a Specific Power of Attorney dated 4th February, 1993.

RELEASE OF THE DEPOSIT BY THE PURCHASER

- (1) The Purchaser is satisfied that -
  - (a) The above particulars provided by the Vendor are accurate.
  - (b) The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.
  - (c) The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- (2) The Purchaser has received satisfactory answers to requisitions on Title or is otherwise deemed to have accepted title. *Please Date*

DATE OF THIS RELEASE..4/3/93.....

Signature/s of the Purchaser *X* *[Signature]*.....

SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to a Specific Power of Attorney dated 4th February, 1993.

.....



DEPOSIT STATEMENT TO THE PURCHASER  
OF REAL ESTATE PURSUANT TO  
SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

VENDOR: HARRY JULLIAN ONSMAN and NIKKI D'EMDEN

PROPERTY: UNIT 1/85 KERR STREET FITZROY

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. Particulars of the Mortgage/s to which the property is now subject-

1.1 \$ 130,000 is the amount secured by the Mortgage  
\$ 1300.00 instalments must be paid at MONTHLY intervals.

\$ 128,500 is the amount now required to discharge the Mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any Statutory body or any other charge or lien for money or money's worth.

1.2 The Mortgage does \*not provide for further advances

1.3 10 % p.a. is the lower rate of interest under the mortgage (& default rate is 10 % p.a.)

1.4 1 / 4 / 2016 is the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).

1.5 The vendor is \*not in default under the Mortgage

1.6 The Mortgage Lender is WESTPAC BANKING CORPORATION of 570 Bourke Street Melbourne

1.7 The Mortgage lender has \*not consented to the Purchaser assuming the vendor's obligation under the Mortgage.

\*2 There is no Caveat lodged against the title to the Property under the Transfer of land Act 1958.

DATE OF THIS STATEMENT..... 17. 2. 93 .....

Signature/s of the Vendor.....  
.....  
.....

**ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION**

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt...../...../199

Signature(s) of  
the Purchaser.....  
SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to  
a Specific Power of Attorney dated 4th February, 1993.

**RELEASE OF THE DEPOSIT BY THE PURCHASER**

- (1) The Purchaser is satisfied that -
  - (a) The above particulars provided by the Vendor are accurate.
  - (b) The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.
  - (c) The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- (2) The Purchaser has received satisfactory answers to requisitions on Title or is otherwise deemed to have accepted title.

DATE OF THIS RELEASE.....

Signature/s of the Purchaser.....  
SIGNED by RALPH BLEWITT by his Attorney BRUCE MORTON WILSON pursuant to  
a Specific Power of Attorney dated 4th February, 1993.  
.....

**ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION**

The purchaser hereby acknowledges receipt of a copy of this Statement.

Date of Receipt...../...../199

Signature(s) of  
the Purchaser.....

**RELEASE OF THE DEPOSIT BY THE PURCHASER**

- (1) The Purchaser is satisfied that -
  - (a) The above particulars provided by the Vendor are accurate.
  - (b) The particulars indicate that the purchase price is sufficient to discharge all mortgages over the property.
  - (c) The Contract is not subject to any condition enuring for the benefit of the Purchaser.
- (2) The Purchaser has received satisfactory answers to requisitions on Title or is otherwise deemed to have accepted title.

DATE OF THIS RELEASE.....

Signature/s of the Purchaser.....

.....

17-2-93

To: Heidi - G.A. Thompson

---

341 1755

W.A. charts. left message to  
ring me.

From: Heidi

Will let me have original.  
P/A - she will need certified  
copy.

6/2/93

To: Thomson & Co P/C -  
Haddick

Received Contract - have not  
got copy of Sec 32'.

Will send it up to me this  
afternoon.

---

To: Elisha / Julia S.

We need P/A or cert filed  
copy,

Heidi

MEMO TO: JUDY KENNEDY

17 FEB, 1993

FROM: Ollly

DATE: 16.2.93

CLIENT NAME: BLEWITT

PROPERTY: 1/85 KEAR ST., FITZROY

PLEASE DO A SEARCH OF:-

LOT/UNIT: 1

L/P OR R/P: 11174

CROWN ALLOTMENT/PORTION:

SECTION:

VOLUME: 9250

FOLIO: 117

VOLUME:

FOLIO:

- Final Search
- S & G Caveat No.
- Copy Plan of Subdivision
- Copy any Registered Mortgage on Title

ALTS  
17/2

22-2-93

DETAILS: To: Jude  
from: Ollly

Can I please have copy of  
Mortgages & D/M/Gs

Thales  
OP

DATE: 19/2/93 NOTES:

FEE: \$ 7.20

OUTLAY: \$       

TOTAL: \$ 7.20 DISB

EAS. 1353862/18/2

Judy

MEMO TO: JUDY KENNEDY  
FROM: OLLY  
DATE: 16.2.93  
CLIENT NAME: BLEWITT  
PROPERTY: 1/85 KERR ST., FITZROY

PLEASE DO A SEARCH OF:-

LOT/UNIT: 1

L/P OR R/P: 11174

CROWN ALLOTMENT/PORTION:

SECTION:

VOLUME: 9250

FOLIO: 117

VOLUME:

FOLIO:

- Final Search
- S & G Caveat No.
- Copy Plan of Subdivision
- Copy any Registered Mortgage on Title

DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_|\_\_\_|\_\_\_

NOTES:

FEE: \$

OUTLAY: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

MEMO TO: JUDY KENNEDY

17. FEB. 1993

FROM: OLLY

DATE: 16. 2. 93

CLIENT NAME: BLEWITT

PROPERTY: 1/85 KERR ST., FITZROY

PLEASE DO A SEARCH OF:-

LOT/UNIT: 1

L/P OR R/P: 11174

CROWN ALLOTMENT/PORTION:

SECTION:

VOLUME: 9250

FOLIO: 117

VOLUME:

FOLIO:

- Final Search
- S & G Caveat No.
- Copy Plan of Subdivision
- Copy any Registered Mortgage on Title

ALTS  
17/2.

DETAILS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: 19/2/93 NOTES:

FEE: \$ 7.20

OUTLAY: \$       

TOTAL: \$ 7.20 DISB

EAS. 1353862 1/18/2

*Judy*



MEMO TO: JUDY KENNEDY

17. FEB. 1993

FROM: OLLY

DATE: 16.2.93

CLIENT NAME: BLEWITT

PROPERTY: 1/85 KEAR ST., FITZROY

PLEASE DO A SEARCH OF:-

LOT/UNIT: 1

L/P OR R/P: 11174

CROWN ALLOTMENT/PORTION:

SECTION:

VOLUME: 9250

FOLIO: 117

VOLUME:

FOLIO:

Final Search

S & G Caveat No.

Copy Plan of Subdivision

Copy any Registered Mortgage on Title

ALTS  
17/2.

22-2-93

DETAILS: To: Jude

From: Ollly

Can I please have copy of  
Mortgages & D/M/Ge

Thales  
OP

Attached  
26/2/93

DATE: 19/2/93

NOTES:

FEE: \$ 7.20

OUTLAY: \$       

TOTAL: \$ 7.20 DISB

Judy

Judy  
EAS. 1353862/18/2



15 February 1993

Slater & Gordon  
Solicitors  
562 Lt. Bourke Street  
MELBOURNE 3000

Dear Sirs,

**Re: 1/85 Kerr Street, Fitzroy**

We wish to confirm having sold the abovementioned property to your client Ralph Blewitt of 128 Warwick Road, Duncraig, Western Australia on Saturday 13th February, 1993 however we suggest you seek confirmation of the same.

The purchase price was \$230,000.00 and your client has paid a deposit of \$23,000.00, and has been issued with a Section 51 Statement, a Vendors' Statement and a Contract of Sale.

The solicitor acting for the vendor is:

Rose Mary Brondolino & Co  
261 Brunswick Street  
Fitzroy

ph: 419 4011

Yours faithfully,  
**G.A. THOMSON & CO. PTY. LTD.**

  
**T.R. HEDDITCH**  
**DIRECTOR**

enc.

trh356eb

G.A. Thomson & Co. Pty Ltd  
ACN. 004 735 460  
Established 1879  
Real Estate Institute of Victoria

Licensed Estate Agents  
Accredited Auctioneers  
Property Managers  
Registered Valuers

393 Rathdowne Street, Carlton, 3053  
P.O. Box 1036, Carlton, 3053  
Telephone: 347 1755 Facsimile: 347 5447

Offices at

393 Rathdowne Street,  
Carlton, 3053  
Tel: 347 1755 Fax: 347 5447

47 Station Street,  
Malvern, 3144  
Tel: 509 8244 Fax: 500 9693

120 Balcombe Road,  
Mentone, 3194  
Tel: 584 6311 Fax: 583 9831

71 Murrumbeena Road,  
Murrumbeena, 3163  
Tel: 569 0718 Fax: 568 4881

Directors & Licensed Estate Agents

G.A. Thomson  
F.R.E.I. F.V.L.E. (Val & Econ)

J.D.F. Chartres  
A.R.E.I. A.V.L.E. (Val)

T.R. Hedditch  
A.R.E.I.



## GENERAL CONDITIONS ("GC")

8/89

1. This sale is subject to—
  - 1.1 The Purchaser assuming liability on the settlement date for those encumbrances listed in ITEM (1) of the Schedule. Where those encumbrances include any mortgage the price shall be satisfied to the extent of any mortgage money owing at the settlement date. Any payments by the Purchaser pursuant to such mortgage(s) shall be taken as payments made to the Vendor under this contract.
  - 1.2 The property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear & tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
  - 1.3 The lender (if any) approving the loan on the security of the property by the approval date or any later date allowed by the Vendor failing which all moneys shall be refunded whereupon this contract shall be null and void, but only if the Purchaser—
    - (a) has made immediate application for the loan; and
    - (b) had done everything reasonably required to obtain approval of the loan; and
    - (c) has given the Vendor prompt written notice of refusal of the loan; and
    - (d) is not in breach of any other conditions of this contract when he gives the notice referred to in paragraph (c) of this condition.
2. ITEM (2) of the Schedule states whether or not an approved indemnity is in force in respect of any dwelling-house included in the property and whether or not a claim has been made under such an indemnity where—
  - (a) a certificate of occupancy was issued within six years of the day of sale; or
  - (b) the construction of the dwelling-house commenced after 14 October 1974 and a certificate of occupancy has not been issued.
3. Where this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then—
  - 3.1 Any mortgage affecting the property shall be discharged by the settlement date and all moneys required to discharge the mortgage(s) shall be paid to the Vendor's agent or the Vendor's solicitors to be applied by them in discharging the mortgage(s).
  - 3.2 Interest shall be paid by the Purchaser to the Vendor from the settlement date upon the residue outstanding at the interest rate and with the rests set out in ITEM (3) of the Schedule (if any). Any instalments payable under this contract shall be applied first in payment of interest and secondly in reduction of the residue.
4. If the property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) then the named Purchaser may nominate a substitute or additional Purchaser(s) but in any event the named Purchaser shall remain personally liable for the due performance of all his obligations under this contract until the substituted Purchaser(s) if any has legally taken his place and become bound to fulfil the Purchaser's obligations under this contract whereupon the named Purchaser shall guarantee the due performance of those obligations. These arrangements shall be completed to the reasonable satisfaction of the Vendor or his solicitor at the expense of both the Purchaser and the nominee(s).
5. All moneys may be paid to the Vendor, his solicitor, or at his solicitor's direction, save that the deposit may be paid to the Vendor's agent.
6. A party breaching this contract shall pay upon demand—
  - (a) all reasonable expenses incurred by the other party as a result of the breach; and
  - (b) interest pursuant to the terms of this contract—and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
7. If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
8. The conditions in Table A of the Transfer of Land Act 1958 shall apply to this contract except where the land is not under the operation of that Act, in which case the conditions of sale in the Third Schedule of the Property Law Act 1958 shall apply subject in either case to any alteration by the conditions of this contract.
9. These conditions shall prevail over those of any preceding contract provided that any requisitions and answers properly made and given under that contract shall be deemed to be requisitions and answers properly made and given under this contract.
10. All conditions shall be read subject to any Special Conditions set out in this contract.



# PARTICULARS OF SALE

Copyright  
Last revised  
August 1989

VENDOR'S AGENT G. A THOMSON & CO. PTY LTD of 393 Rathdowne Street  
Carlton

Tel.: 347-1755 Fax.: 347-5447 ~~XXXX~~

VENDOR'S SOLICITOR ROSE MARY BRONDOLINO & CO of 261 Brunswick Street Fitzroy

Tel.: 419-4011 Fax.: 417-5568 ~~XXX~~ REF: RMB:LI

PURCHASER'S SOLICITOR SLATER AND GORDON  
562 LITTLE BOURKE STREET, MELBOURNE  
Tel.: Fax.: DX:

VENDOR HARRY JULIAN ONSMAN and NIKKI D'EMDEN  
both of Unit 1/85 Kerr Street Fitzroy

PURCHASER RALPH BLEWITT  
138 WARWICK ROAD  
DUN CRAIG W.A.

LAND \*~~described in the attached copy Title(s) and Plan(s)~~  
\*and being Unit 1 on Strata Plan 011174 and being the whole of the land more particularly described in Certificate of Title Volume 9250 Folio 117.

PROPERTY the land together with any improvements known as

ADDRESS UNIT 1 /85 KERR STREET FITZROY

CHATELS All fixed Floor Coverings, electric light fittings, blinds and curtains.

PRICE (agreed value \$ which sum is included in the price)

DEPOSIT 10% \$ 230,000 - 00

RESIDUE \$ 23,000 - 00 ~~xxx~~ on the signing hereof ~~xxx~~

PAYMENT OF RESIDUE \$ 207,000 - 00

\* on the 22ND day of MARCH 19 93 or earlier by agreement.  
~~XXXX~~

SETTLEMENT DATE is the date upon which vacant possession of the Property and the Chattels (or receipt of their rents and profits) shall be given, namely, upon acceptance of title and payment of the whole of the purchase monies

PURCHASER'S FINANCE \* (details of loan referred to in General Condition 1.3)

Lender:—  
Loan being not less than \$—  
Approval Date

DAY OF SALE is the earlier of the date of this Contract or the acceptance date of any prior Contract Note, namely the 13<sup>th</sup> day of FEBRUARY 1993.

\* delete as appropriate wherever asterisk (\*) appears.



### SPECIAL CONDITIONS

1. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars given herein. He shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so. Condition 3 of the said "Table A" shall not apply to this Contract.

2. In addition to the encumbrances set out in the Schedule the purchaser buys subject to any other encumbrances, notices, orders or other matters set out in the attached copy of the Vendors Statement pursuant to Section 32 of the Sale of Land Act 1962.

3. Subject to the Vendor's reserve price the highest bidder shall be the Purchaser and if any dispute arises concerning the bidding the property shall be put up again at the last undisputed bid. No person shall at any bidding advance less than the sum named by the auctioneer and no bidding shall be retracted. The Vendor reserves the right:-

- a) to refuse any bid;
- b) to withdraw the property from the sale at any time before it has been knocked down and without declaring the reserve price;
- c) to bid either personally or by an Agent.

4. The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use or the development of it whether imposed by any act, ordinance, regulation, by-law, planning

scheme, interim development order or other statutory enactment or order of Court or otherwise and whether actual or potential or otherwise.

5. If the purchaser shall be or include a Company the Company will forthwith after execution of this Contract procure the execution by each of its Directors on the part of the Contract intended to be held by the Vendor of the Guarantee annexed to this Contract. If there shall be more than one Purchaser under this Contract the word "Purchasers" shall be substituted for the words "Purchaser" wherever appearing in the said Guarantee prior to the execution thereof.

6. Notwithstanding anything hereinbefore contained Condition 4 of Table A of the Seventh Schedule of the Transfer of Land Act 1958 shall be read and construed as if the rate of 16% per annum were substituted for the interest rate specified in the said Condition 4.

7. The Purchaser hereby acknowledges that prior to the execution hereof and prior to the signing of any documents relating to the sale hereby affected he had been given by the Agent herein a Statement in writing containing the particulars required by Section 51 of the Estate Agents Act 1980.

8. The vendor and the purchaser hereby agree that upon the purchaser producing to the vendor at any time during the currency of this Contract (hereinafter called "the Present Contract") a Contract (hereinafter called "the Substituted Contract") identical in all its terms and conditions to the present Contract save for the name of the purchaser and save for this Clause and with the dates of payments of money adjusted if necessary to coincide with the present Contract and the dates upon which the purchaser under the substituted Contract shall



become responsible for any notices or orders relating to the property sold being the date of the present Contract and duly executed as purchaser by the person (being a corporation or otherwise) nominated by the purchaser hereunder and subject and save as hereinafter provided then subject to the purchaser under the present Contract giving the Guarantee hereinafter referred to (if required) the vendor shall execute the substitute Contract and the parts thereof shall be exchanged and the present Contract shall ipso facto and be deemed to be cancelled PROVIDED HOWEVER that all moneys previously paid by the purchaser under the present Contract be credited as paid by the purchaser to the vendor under the substituted Contract PROVIDED FURTHER:

- (1) That if required by the vendor the purchaser under the present Contract shall guarantee the performance by the purchaser under the substituted Contract of all the obligations of the substituted purchaser under the substituted Contract and such guarantee shall be prepared by the vendor's solicitors.
- (2) The purchaser under the substituted Contract shall be deemed to have accepted title and shall not be entitled to make requisitions thereon and the substituted Contract shall provide accordingly
- (3) The purchaser under the present Contract will:-
  - (a) Keep indemnified the vendor from and against any claim or claims hereafter made or to be made against the vendor arising howsoever under the provisions of the Contract of Sale or under the provisions of the substituted Contract of Sale and the inclusion

herein at the request of the purchaser of this Special Condition.

- (b) Pay any additional legal costs incurred by the vendor arising out of the foregoing arrangements.

9. All deposit monies paid hereunder shall be held in accordance with the provisions of the Sale of Land Act 1962 and upon the purchasers becoming entitled to a Transfer or Conveyance of the land herein sold the purchaser will immediately deliver to the vendor a written Statement acknowledging that.

10. The Purchaser hereby acknowledges that before signing this Contract or any previous Contract Note relating to this sale the vendor gave to the purchaser a Statement in writing signed by the vendor containing all the matters required by Section 32 of the Act.

11. Where more than one person is described as Vendor or Purchaser such person (including corporation or other juristic entities are herein respectively called "the vendor" and "the Purchaser") and such persons assume their obligations hereunder jointly and severally:-

- (a) One gender means the other gender and vice versa;
- (b) Singular means plural and vice versa.

12. Without limiting the vendor rights and remedies in respect of any default by the Purchaser under this Contract, if the purchaser does not deliver to the vendor or the vendor's solicitors the Transfer of the land referred to in Condition 12 of Table A at least 14 days prior to the Settlement date, the Purchaser shall be deemed to have made default in payment of the residue. The default will be deemed to commence 14 days before the settlement date and shall continue until the earlier of :

(a) the date on which the vendor has obtained execution of the Transfer of the land and is ready to effect settlement and

(b) the date being 14 days after the date on which the Transfer of the land is delivered to the vendor or the vendors solicitors.

13. Condition 9 of Table A shall include an obligation on the vendor and the purchaser to adjust any contributions to the body corporate Any rates, taxes and other apportionable outgoings which have not been separately assessed in respect of the Unit hereby sold as at the Settlement date shall be adjusted between the vendor and the purchaser in the proportion which the unit liability of the Unit hereby sold bears to the total unit liability.

## GUARANTEE

We

of

(herein after called "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 for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser(s) to the vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) we will forthwith on demand by the vendor(s) pay to the vendor(s) the whole of such deposit residue or purchase money interest or other money 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 money payable under the within Contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser(s). This Guarantee shall be a continuing Guarantee 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 within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by the time being 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.

AS WITNESS our hands and seals the \_\_\_\_\_ day of  
One thousand Nine Hundred and Ninety Three.

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:

SPECIAL CONDITIONS ("SC")—*continued*

VENDOR: H J ONSMAN & N D'EMDEN

PURCHASER:

---

**CONTRACT OF SALE  
OF REAL ESTATE**

---

PROPERTY: UNIT 1/85 KERR STREET  
FITZROY

VENDOR'S SOLICITOR:

ROSE MARY BRONDOLINO & CO  
SOLICITORS  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PHONE: 419-4011  
REF: RMB:LI

PURCHASER'S SOLICITOR:





## GENERAL CONDITIONS ("GC")

8/89

1. This sale is subject to—
  - 1.1 The Purchaser assuming liability on the settlement date for those encumbrances listed in ITEM (1) of the Schedule. Where those encumbrances include any mortgage the price shall be satisfied to the extent of any mortgage money owing at the settlement date. Any payments by the Purchaser pursuant to such mortgage(s) shall be taken as payments made to the Vendor under this contract.
  - 1.2 The property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear & tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
  - 1.3 The lender (if any) approving the loan on the security of the property by the approval date or any later date allowed by the Vendor failing which all moneys shall be refunded whereupon this contract shall be null and void, but only if the Purchaser—
    - (a) has made immediate application for the loan; and
    - (b) had done everything reasonably required to obtain approval of the loan; and
    - (c) has given the Vendor prompt written notice of refusal of the loan; and
    - (d) is not in breach of any other conditions of this contract when he gives the notice referred to in paragraph (c) of this condition.
2. ITEM (2) of the Schedule states whether or not an approved indemnity is in force in respect of any dwelling-house included in the property and whether or not a claim has been made under such an indemnity where—
  - (a) a certificate of occupancy was issued within six years of the day of sale; or
  - (b) the construction of the dwelling-house commenced after 14 October 1974 and a certificate of occupancy has not been issued.
3. Where this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then—
  - 3.1 Any mortgage affecting the property shall be discharged by the settlement date and all moneys required to discharge the mortgage(s) shall be paid to the Vendor's agent or the Vendor's solicitors to be applied by them in discharging the mortgage(s).
  - 3.2 Interest shall be paid by the Purchaser to the Vendor from the settlement date upon the residue outstanding at the interest rate and with the rests set out in ITEM (3) of the Schedule (if any). Any instalments payable under this contract shall be applied first in payment of interest and secondly in reduction of the residue.
4. If the property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) then the named Purchaser may nominate a substitute or additional Purchaser(s) but in any event the named Purchaser shall remain personally liable for the due performance of all his obligations under this contract until the substituted Purchaser(s) if any has legally taken his place and become bound to fulfil the Purchaser's obligations under this contract whereupon the named Purchaser shall guarantee the due performance of those obligations. These arrangements shall be completed to the reasonable satisfaction of the Vendor or his solicitor at the expense of both the Purchaser and the nominee(s).
5. All moneys may be paid to the Vendor, his solicitor, or at his solicitor's direction, save that the deposit may be paid to the Vendor's agent.
6. A party breaching this contract shall pay upon demand—
  - (a) all reasonable expenses incurred by the other party as a result of the breach; and
  - (b) interest pursuant to the terms of this contract—and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
7. If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
8. The conditions in Table A of the Transfer of Land Act 1958 shall apply to this contract except where the land is not under the operation of that Act, in which case the conditions of sale in the Third Schedule of the Property Law Act 1958 shall apply subject in either case to any alteration by the conditions of this contract.
9. These conditions shall prevail over those of any preceding contract provided that any requisitions and answers properly made and given under that contract shall be deemed to be requisitions and answers properly made and given under this contract.
10. All conditions shall be read subject to any Special Conditions set out in this contract.



# PARTICULARS OF SALE



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Last revised  
August 1989

VENDOR'S AGENT G. A THOMSON & CO. PTY LTD of 393 Rathdowne Street  
Carlton

VENDOR'S SOLICITOR ROSE MARY BRONDOLINO & CO of 261 Brunswick Street Fitzroy  
Tel.: 347-1755 Fax.: 347-5447 ~~XXX~~

PURCHASER'S SOLICITOR SLATER & GORDON  
562 LITTLE BOURKE ST MELB.  
Tel.: 419-4011 Fax.: 417-5568 ~~XXX~~ REF: RMB:LI

VENDOR HARRY JULIAN ONSMAN and NIKKI D'EMDEN  
both of Unit 1/85 Kerr Street Fitzroy

PURCHASER RALPH BLEWITT  
138 WARWICK ROAD  
DUNGRAIG WA.

LAND ~~described in the attached copy Title(s) and Plan(s)~~  
\*and being Unit 1 on Strata Plan 011174 and being the  
whole of the land more particularly described in  
Certificate of Title Volume 9250 Folio 117.

PROPERTY the land together with any improvements known as  
ADDRESS UNIT 1 /85 KERR STREET FITZROY  
CHATTELS All fixed Floor Coverings, electric light fittings,  
blinds and curtains.

PRICE (agreed value \$  
DEPOSIT 10% \$ 230,000 —  
RESIDUE \$ 23,000 — ~~xxx~~ on the signing hereof ~~xxx~~  
PAYMENT OF RESIDUE \$ 207,000 —  
\* on the 22ND day of MARCH 19 93. or earlier by agreement.  
~~xxxx~~

SETTLEMENT DATE is the date upon which vacant possession of the Property and the Chattels  
(or receipt of their rents and profits) shall be given, namely, upon acceptance  
of title and payment of the whole of the purchase monies

PURCHASER'S FINANCE \* (details of loan referred to in General Condition 1.3)  
Lender: —  
Loan being not less than \$ 10 —  
Approval Date

DAY OF SALE is the earlier of the date of this Contract or the acceptance date of any prior  
Contract Note, namely the 15th day of FEBRUARY 1993.

\* delete as appropriate wherever asterisk (\*) appears.



## SPECIAL CONDITIONS

1. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars given herein. He shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so. Condition 3 of the said "Table A" shall not apply to this Contract.
2. In addition to the encumbrances set out in the Schedule the purchaser buys subject to any other encumbrances, notices, orders or other matters set out in the attached copy of the Vendors Statement pursuant to Section 32 of the Sale of Land Act 1962.
3. Subject to the Vendor's reserve price the highest bidder shall be the Purchaser and if any dispute arises concerning the bidding the property shall be put up again at the last undisputed bid. No person shall at any bidding advance less than the sum named by the auctioneer and no bidding shall be retracted. The Vendor reserves the right:-
  - a) to refuse any bid;
  - b) to withdraw the property from the sale at any time before it has been knocked down and without declaring the reserve price:
  - c) to bid either personally or by an Agent.
4. The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use or the development of it whether imposed by any act, ordinance, regulation, by-law, planning

scheme, interim development order or other statutory enactment or order of Court or otherwise and whether actual or potential or otherwise.

5. If the purchaser shall be or include a Company the Company will forthwith after execution of this Contract procure the execution by each of its Directors on the part of the Contract intended to be held by the Vendor of the Guarantee annexed to this Contract. If there shall be more than one Purchaser under this Contract the word "Purchasers" shall be substituted for the words "Purchaser" wherever appearing in the said Guarantee prior to the execution thereof.

6. Notwithstanding anything hereinbefore contained Condition 4 of Table A of the Seventh Schedule of the Transfer of Land Act 1958 shall be read and construed as if the rate of 16% per annum were substituted for the interest rate specified in the said Condition 4.

7. The Purchaser hereby acknowledges that prior to the execution hereof and prior to the signing of any documents relating to the sale hereby affected he had been given by the Agent herein a Statement in writing containing the particulars required by Section 51 of the Estate Agents Act 1980.

8. The vendor and the purchaser hereby agree that upon the purchaser producing to the vendor at any time during the currency of this Contract (hereinafter called "the Present Contract") a Contract (hereinafter called "the Substituted Contract") identical in all its terms and conditions to the present Contract save for the name of the purchaser and save for this Clause and with the dates of payments of money adjusted if necessary to coincide with the present Contract and the dates upon which the purchaser under the substituted Contract shall

become responsible for any notices or orders relating to the property sold being the date of the present Contract and duly executed as purchaser by the person (being a corporation or otherwise) nominated by the purchaser hereunder and subject and save as hereinafter provided then subject to the purchaser under the present Contract giving the Guarantee hereinafter referred to (if required) the vendor shall execute the substitute Contract and the parts thereof shall be exchanged and the present Contract shall ipso facto and be deemed to be cancelled PROVIDED HOWEVER that all moneys previously paid by the purchaser under the present Contract be credited as paid by the purchaser to the vendor under the substituted Contract PROVIDED FURTHER:

- (1) That if required by the vendor the purchaser under the present Contract shall guarantee the performance by the purchaser under the substituted Contract of all the obligations of the substituted purchaser under the substituted Contract and such guarantee shall be prepared by the vendor's solicitors.
- (2) The purchaser under the substituted Contract shall be deemed to have accepted title and shall not be entitled to make requisitions thereon and the substituted Contract shall provide accordingly
- (3) The purchaser under the present Contract will:-
  - (a) Keep indemnified the vendor from and against any claim or claims hereafter made or to be made against the vendor arising howsoever under the provisions of the Contract of Sale or under the provisions of the substituted Contract of Sale and the inclusion

herein at the request of the purchaser of this Special Condition.

- (b) Pay any additional legal costs incurred by the vendor arising out of the foregoing arrangements.

9. All deposit monies paid hereunder shall be held in accordance with the provisions of the Sale of Land Act 1962 and upon the purchasers becoming entitled to a Transfer or Conveyance of the land herein sold the purchaser will immediately deliver to the vendor a written Statement acknowledging that.

10. The Purchaser hereby acknowledges that before signing this Contract or any previous Contract Note relating to this sale the vendor gave to the purchaser a Statement in writing signed by the vendor containing all the matters required by Section 32 of the Act.

11. Where more than one person is described as Vendor or Purchaser such person (including corporation or other juristic entities are herein respectively called "the vendor" and "the Purchaser") and such persons assume their obligations hereunder jointly and severally:-

- (a) One gender means the other gender and vice versa;
- (b) Singular means plural and vice versa.

12. Without limiting the vendor rights and remedies in respect of any default by the Purchaser under this Contract, if the purchaser does not deliver to the vendor or the vendor's solicitors the Transfer of the land referred to in Condition 12 of Table A at least 14 days prior to the Settlement date, the Purchaser shall be deemed to have made default in payment of the residue. The default will be deemed to commence 14 days before the settlement date and shall continue until the earlier of :

(a) the date on which the vendor has obtained execution of the Transfer of the land and is ready to effect settlement and

(b) the date being 14 days after the date on which the Transfer of the land is delivered to the vendor or the vendors solicitors.

13. Condition 9 of Table A shall include an obligation on the vendor and the purchaser to adjust any contributions to the body corporate Any rates, taxes and other apportionable outgoings which have not been separately assessed in respect of the Unit hereby sold as at the Settlement date shall be adjusted between the vendor and the purchaser in the proportion which the unit liability of the Unit hereby sold bears to the total unit liability.



## GUARANTEE

We

of

(herein after called "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 for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser(s) to the vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) we will forthwith on demand by the vendor(s) pay to the vendor(s) the whole of such deposit residue or purchase money interest or other money 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 money payable under the within Contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser(s). This Guarantee shall be a continuing Guarantee 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 within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by the time being 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.

AS WITNESS our hands and seals the \_\_\_\_\_ day of  
One thousand Nine Hundred and Ninety Three.

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:

---

VENDOR: H J ONSMAN & N D'EMDEN

PURCHASER:

---

**CONTRACT OF SALE  
OF REAL ESTATE**

---

PROPERTY: UNIT 1/85 KERR STREET  
FITZROY

VENDOR'S SOLICITOR:

ROSE MARY BRONDOLINO & CO  
SOLICITORS  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PHONE: 419-4011  
REF: RMB:LI

PURCHASER'S SOLICITOR:



# CONTRACT OF SALE OF REAL ESTATE

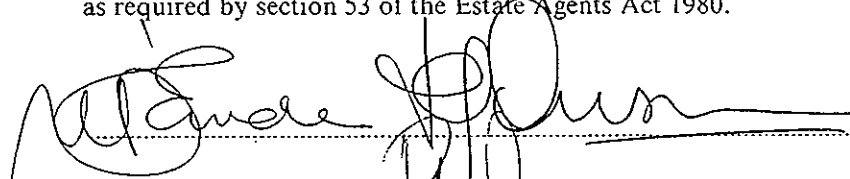
The conditions of this contract are contained in the attached—

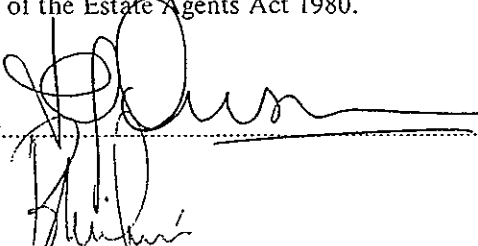
Particulars of Sale;	and
Schedule;	and
General Conditions;	and
Special Conditions (if any).	

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 signature as required by section 53 of the Estate Agents Act 1980.

 Vendor

 Purchaser

Ralph Blawie AS per Power of Attorney

### IMPORTANT NOTICE TO BUYERS

Cooling-off period Section 31, Sale of Land Act 1962

If none of the exceptions listed below apply to you, you may withdraw from this contract within 3 clear business days of signing it.

To withdraw from this contract within this time, you must either give the Vendor or the Vendor's agent notice that you are ending the contract or leave such notice at the address of the Vendor or the Vendor's agent.

If you end the 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—

- The price of the property (including chattels) exceeds \$250,000.00; or
- You bought the property at or within 3 clear business days of a publicly advertised auction; or
- You received independent advice from a solicitor before signing the contract; or
- The property is used mainly for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used mainly for farming; or
- You previously signed a similar contract for the same property; or
- You are an estate agent or a corporate body.

## GENERAL CONDITIONS ("GC")

8/89

1. This sale is subject to—
  - 1.1 The Purchaser assuming liability on the settlement date for those encumbrances listed in ITEM (1) of the Schedule. Where those encumbrances include any mortgage the price shall be satisfied to the extent of any mortgage money owing at the settlement date. Any payments by the Purchaser pursuant to such mortgage(s) shall be taken as payments made to the Vendor under this contract.
  - 1.2 The property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear & tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
  - 1.3 The lender (if any) approving the loan on the security of the property by the approval date or any later date allowed by the Vendor failing which all moneys shall be refunded whereupon this contract shall be null and void, but only if the Purchaser—
    - (a) has made immediate application for the loan; and
    - (b) had done everything reasonably required to obtain approval of the loan; and
    - (c) has given the Vendor prompt written notice of refusal of the loan; and
    - (d) is not in breach of any other conditions of this contract when he gives the notice referred to in paragraph (c) of this condition.
2. ITEM (2) of the Schedule states whether or not an approved indemnity is in force in respect of any dwelling-house included in the property and whether or not a claim has been made under such an indemnity where—
  - (a) a certificate of occupancy was issued within six years of the day of sale; or
  - (b) the construction of the dwelling-house commenced after 14 October 1974 and a certificate of occupancy has not been issued.
3. Where this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then—
  - 3.1 Any mortgage affecting the property shall be discharged by the settlement date and all moneys required to discharge the mortgage(s) shall be paid to the Vendor's agent or the Vendor's solicitors to be applied by them in discharging the mortgage(s).
  - 3.2 Interest shall be paid by the Purchaser to the Vendor from the settlement date upon the residue outstanding at the interest rate and with the rests set out in ITEM (3) of the Schedule (if any). Any instalments payable under this contract shall be applied first in payment of interest and secondly in reduction of the residue.
4. If the property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) then the named Purchaser may nominate a substitute or additional Purchaser(s) but in any event the named Purchaser shall remain personally liable for the due performance of all his obligations under this contract until the substituted Purchaser(s) if any has legally taken his place and become bound to fulfil the Purchaser's obligations under this contract whereupon the named Purchaser shall guarantee the due performance of those obligations. These arrangements shall be completed to the reasonable satisfaction of the Vendor or his solicitor at the expense of both the Purchaser and the nominee(s).
5. All moneys may be paid to the Vendor, his solicitor, or at his solicitor's direction, save that the deposit may be paid to the Vendor's agent.
6. A party breaching this contract shall pay upon demand—
  - (a) all reasonable expenses incurred by the other party as a result of the breach; and
  - (b) interest pursuant to the terms of this contract—and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
7. If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
8. The conditions in Table A of the Transfer of Land Act 1958 shall apply to this contract except where the land is not under the operation of that Act, in which case the conditions of sale in the Third Schedule of the Property Law Act 1958 shall apply subject in either case to any alteration by the conditions of this contract.
9. These conditions shall prevail over those of any preceding contract provided that any requisitions and answers properly made and given under that contract shall be deemed to be requisitions and answers properly made and given under this contract.
10. All conditions shall be read subject to any Special Conditions set out in this contract.



# PARTICULARS OF SALE

Copyright  
Last revised  
August 1989

VENDOR'S AGENT G. A THOMSON & CO. PTY LTD of 393 Rathdowne Street  
Carlton

Tel.: 347-1755 Fax.: 347-5447 ~~XXXX~~

VENDOR'S SOLICITOR ROSE MARY BRONDOLINO & CO of 261 Brunswick Street Fitzroy

Tel.: 419-4011 Fax.: 417-5568 ~~XXXX~~ REF: RMB:LI

PURCHASER'S SOLICITOR

SLATER AND GORDON  
562 LITTLE BOULKE STREET, MELBOURNE  
Tel.: Fax.: DX:

VENDOR

HARRY JULIAN ONSMAN and NIKKI D'EMDEN  
both of Unit 1/85 Kerr Street Fitzroy

PURCHASER

RALPH BLEWITT  
138 WARWICK ROAD  
DUN CRAIG W.A.

LAND

~~\*described in the attached copy Title(s) and Plan(s)~~  
\*and being Unit 1 on Strata Plan 011174 and being the whole of the land more particularly described in Certificate of Title Volume 9250 Folio 117.

PROPERTY

the land together with any improvements known as

ADDRESS

UNIT 1 /85 KERR STREET FITZROY

CHATELS

All fixed Floor Coverings, electric light fittings, blinds and curtains.

PRICE

(agreed value \$

which sum is included in the price)

DEPOSIT 10%

\$ 230,000 - 00

\$ 23,000 - 00 ~~xxx~~ on the signing hereof ~~xxx~~

RESIDUE

\$ 207,000 - 00

PAYMENT OF RESIDUE

\* on the 22<sup>ND</sup> day of MARCH 19 93 or earlier by agreement.  
~~XXXXX~~

SETTLEMENT DATE

is the date upon which vacant possession of the Property and the Chattels (or receipt of their rents and profits) shall be given, namely, upon acceptance of title and payment of the whole of the purchase monies

PURCHASER'S FINANCE

\* (details of loan referred to in General Condition 1.3)

Lender:—  
Loan being not less than \$  
Approval Date

19

DAY OF SALE

is the earlier of the date of this Contract or the acceptance date of any prior Contract Note, namely the 13<sup>th</sup> day of FEBRUARY 1993.

\* delete as appropriate wherever asterisk (\*) appears.







4. SERVICES – Information concerning the supply of the following services –

Service	Connected	Name of Authority (if service is connected)
4.1 Electricity	*Yes <del>XX</del>	*S.E.C./ .....
4.2 Gas	*Yes <del>XX</del>	*G. & F. C. of Vic./ .....
4.3 Water	*Yes <del>XX</del>	*Melbourne Water/ .....
4.4 Sewerage	*Yes <del>XX</del>	*Melbourne Water/ .....
4.5 Telephone	*Yes <del>XX</del>	*Telecom

\*5 BUILDING APPROVALS – Particulars of any building approval granted during the past seven years under the Building Control Act 1981 (required only where the Property includes a residence) –

- \*no such approvals have been granted;
- \*are contained in the attached certificate or statement;
- \*are as follows .....

See copy of letter from City of Fitzroy attached hereto

\*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 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 –  
\*are contained in the attached certificate/s and/or statement/s;  
\*are as follows – .....

Nil to the vendors knowledge

7. TITLE—Attached are copies of the following document/s concerning the title –

- \*7.1 ~~\*the Certificate/s of Title and/or Crown Grant/s;~~  
~~\*the last Conveyance in the chain of title or other document which gives evidence of the Vendor's title.~~
- \*7.2 ~~evidence of the Vendor's right to sell (where the Vendor is not the registered proprietor or the owner in fee simple).~~
- \*7.3 ~~any approved or registered plan of subdivision, or sealed or certified plan, together with any proposed amendments to the sealed or certified plan (as the case may be).~~
- \*7.4 ~~any registered plan (or proposed plan) of stratum, strata or cluster subdivision.~~

*If the title to the Property is under the Transfer of Land Act 1958 the copy document/s noted in any of the above paragraphs may be replaced with a copy or copies of information provided by the Registrar of Titles.*

DATE OF THIS STATEMENT 13/2/93

Signature/s of the Vendor

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT 13/2/93

Signature/s of the Purchaser

**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.**

LANDATA  
Network

SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40050711877Y Page 1

Register Search 40050711877Y      Volume 09250 Folio 117  
 Customer 14M      Printed 07/01/1993 02:35 pm

## LAND

-----  
 Unit 1 on Strata Plan 011174 and an undivided share in the common property for  
 the time being described on the plan.

PARENT TITLE Volume 08431 Folio 007  
 Created by instrument G917015

## REGISTERED PROPRIETOR

## ESTATE FEE SIMPLE

Tenants in common

As to 1 of a total of 2 equal undivided shares

## SOLE PROPRIETOR

ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON

As to 1 of a total of 2 equal undivided shares

## SOLE PROPRIETOR

D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON

Registered R312120M 26/04/1991

## ENCUMBRANCES, CAVEATS AND NOTICES

## MORTGAGES AND CHARGES IN PRIORITY RANKING

- 1 R312121J MORTGAGE  
WESTPAC BANKING CORPORATION
- 2 S225734J MORTGAGE  
AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.

Any encumbrance for the time being affecting common property existing under  
 or by virtue of any instrument a memorandum whereof has been entered on the  
 said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by  
 transfer 1353862 .

.../02

UNREGISTERED DEALINGS - NH

T.O. FEES:

CHARGES

TOTAL : 2150

JOHN R. MCMAHON &amp; ASSOC

6/1/93



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FINAL SEARCH on C.TITLE 9250 117


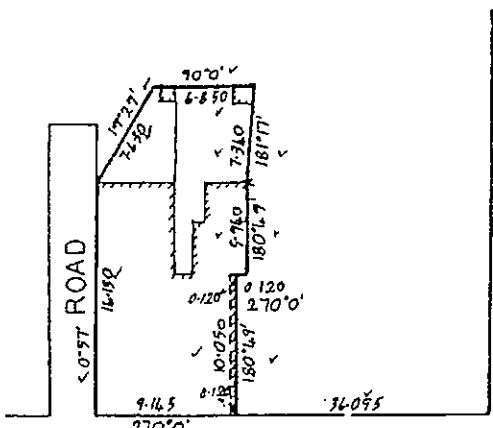


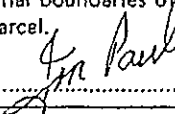
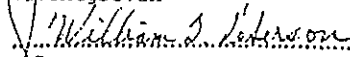
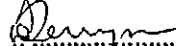

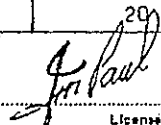
DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
R912066D MORTGAGE	REGISTERED		
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

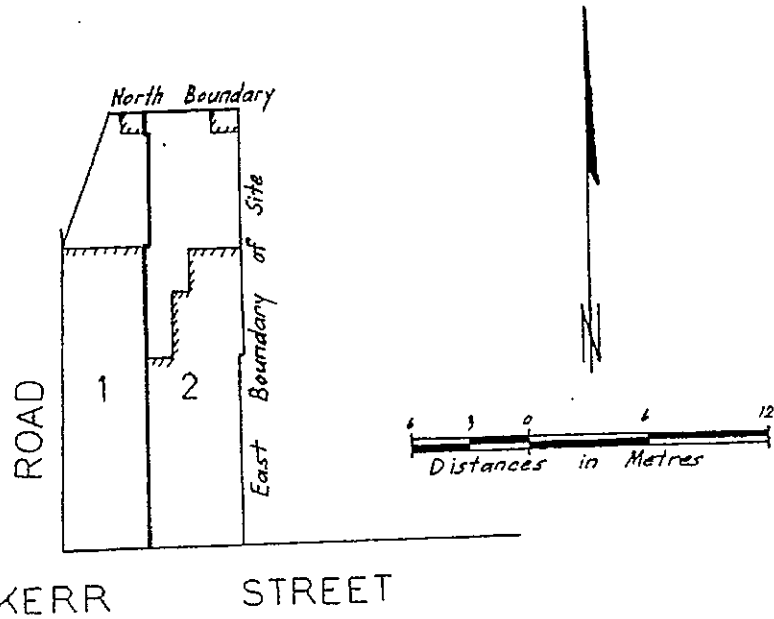
SECURITY CODE: 144141205

End of Listing. (M)enu or Enter next document:

Charge of \$2.20 logged against =000200

B

PLAN OF STRATA SUBDIVISION								
<p><b>THE PARCEL</b> - The whole of the land described in Certificate of Title Volume 8431 Folio 007 being part of Crown Portion B3 <del>at Fitzroy</del> Parish of Jika Jika County of Bourke</p> <p><b>POSTAL ADDRESS OF BUILDINGS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p> <p><b>ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS</b> - <del>B3</del> 87 Kerr Street, Fitzroy, 3065</p>			<p>REGISTERED <span style="font-size: 2em; font-weight: bold;">11174</span></p> <p>TIME 8.55</p> <p>DATE 16 JAN 1978</p> <div style="text-align: right;">  </div>					
 <p style="text-align: center; margin-top: 10px;"><b>KERR STREET</b></p>			<p style="text-align: center;">BRUNSWICK STREET</p> <p>The land shown thus  is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.</p> <div style="text-align: center;">  <p>LENGTHS ARE IN METRES</p> </div>					
<p style="text-align: center;"><b>Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.</b></p>			<p style="text-align: center;"><b>SURVEYOR'S CERTIFICATE</b></p> <p>I, John M. PAUL of 19 Bedford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the <u>12th</u> day of <u>October</u> 19<u>77</u> in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.</p> <p>Signature:  Date: <u>18-10-77</u></p>			<p style="text-align: center;"><b>SEAL OF MUNICIPAL CORPORATION OF THE MAYOR AND CITIZENS OF THE CITY OF FITZROY</b></p> <p style="text-align: center;">ENDORSEMENT</p> <p>Sealed pursuant to Section 6 (i) of the Strata Title Act</p> <p>... WITNESS WHEREOF</p> <p style="text-align: center;">HERE-UNTO AFFIXED THIS</p> <p style="text-align: center;">Twentysecond DAY OF November,</p> <p style="text-align: center;">ONE THOUSAND NINE HUNDRED AND</p> <p style="text-align: center;">Seventyseven</p> <p> MAYOR.</p> <p> COUNCILLOR.</p> <p> TOWN CLERK.</p>		
SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY								
Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability			
1	10	10	2	10	10			
			TOTAL	20	20			
<p style="text-align: right;"> Licensed Surveyor.</p> <p style="text-align: center;"><b>SHEET 1 OF 1 SHEETS</b></p>								



LEGEND

(relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building. The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 hereof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

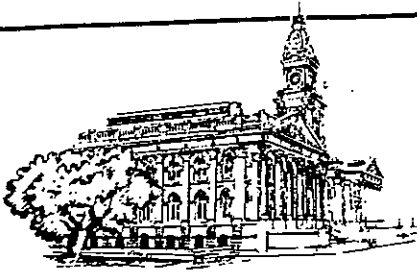
No unit on this Plan is an accessory unit.

*J. M. Paul*  
 Licensed Surveyor

11-78

11-78

City of Fitzroy  
Council Offices  
101 Pier Street  
Fitzroy VIC 3065



# City of Fitzroy

101 Pier Street  
Fitzroy VIC 3065  
Phone: 419 5460  
Fax: 419 5460  
DOC DX96606 Fitzroy

Ref: BC:JP 93/27

Enquiries to: Brian Clarke

Your Ref: RMB:LI

19 January, 1993

Rose Mary Brondolino & Co.  
Barristers & Solicitors  
261 Brunswick Street  
FITZROY VIC 3065

Dear Sir

**Re: Property - Unit 1, 85 Kerr Street, Fitzroy**

In reply to your letter of enquiry, I wish to advise you that a check of Council's building records over the preceding 7 years shows the following:

- A Building Approval No. 2465 was issued on 10th February, 1991.
- A Final Inspection was carried out on 8th December, 1992.
- There are no outstanding Building Orders or Notices affecting this property.
- A Flood Level Certificate has not been issued under Reg. 44.6.

Yours faithfully

**BRIAN CLARKE**  
**DEVELOPMENT APPROVALS CO-ORDINATOR**

# BODY CORPORATE CERTIFICATE

Body Corporate Number 011174

HARRY JULIAN ONSMAN & NIKKI D'EMDEN

Vendor  
Purchaser  
Reference

This certificate is issued for ~~XX~~ /Unit 1 on Plan No. 011174

the postal address of which is UNIT 1/85 KERR STREET FITZROY

1. The present fees for the above ~~XX~~ /Unit 1 are \$ Nil  
/quarter (or other period)
2. The fees are paid up until / / NOT APPLICABLE
3. Unpaid fees including interest now total \$ NIL
4. The following special fees or levies have been struck and are due and payable on the dates indicated—  
Nil

Insert  
details

5. The body corporate has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above—  
Nil

6. The body corporate has the following insurance cover—

Name of Company

No. of Policy

Kind of Policy

Building Amount

Public Liability Amount

Buildings Covered

Renewal Date

or

The members must arrange their own insurance in accordance with Regulation 706 of the Subdivision (Body Corporate) Regulations 1989.



Telephone 629 5144 - Head Office: 625 LITTLE COLLINS STREET, MELBOURNE 3000

# CERTIFICATE AS TO RATES AND CHARGES

**MELBOURNE WATER**

a business name of the  
MELBOURNE AND METROPOLITAN  
BOARD OF WORKS

Ref. No. **05-1030524-6**

Date of Issue **18/01/93**

No. **93158673**

This to certify that the sum of

**NO AMOUNT**

as stated hereunder is due and payable in respect of Rates and Charges on Property:

**85 KERR STREET FITZROY 3065**

## PARTICULARS OF AMOUNTS DUE OR PAID

RATES CURRENT FINANCIAL YEAR

\$      ¢

Metropolitan Drainage and River Improvement Rate	01/07/92 TO 30/06/93	37.50
Metropolitan General Rate	01/07/92 TO 30/06/93	232.24
Water Rate	01/07/92 TO 30/06/93	141.24
or minimum charge for water supplied by measure (being an amount equal to the water rate which otherwise would be levied)		
Metropolitan Improvement Rate	01/07/92 TO 30/06/93	35.70
Special Rate - Fire Service		
<b>TOTAL</b>		<b>446.68</b>
<b>LESS AMOUNT PAID</b>		<b>446.68</b>
<b>BALANCE</b>		<b>NIL</b>
<b>ARREARS</b>		
<b>OTHER CHARGES</b>		
Water supplied by measure to		
<b>DUE</b>		<b>NIL</b>

Your Ref. **RMB:LI**

**NO MMBW METER FIXED**

**WARNING** This certificate is conclusive proof that no other rates or monies are due and payable in respect of this property as at the date of issue of this certificate.

ISSUED BY

For Director of Finance

**ROSE MARY BRONDOLINO SOLICITORS  
261 BRUNSWICK STREET  
FITZROY 3065**



MELBOURNE WATER  
SECTION 239G STATEMENT

Maribynong Region, St. Albans Office  
St. Albans Road (South of Furlong Road) Sunshine  
Box 350 Sunshine, Vic. 3020  
Telephone Enquires: 313 8390

APPLICATION: 93158673

Your Ref.: RMB:LI

ROSE MARY BRONDOLINO SOLICITORS  
261 BRUNSWICK STREET  
FITZROY 3065

25 JANUARY 1993

PROPERTY: 85 KERR STREET FITZROY 3065

THE FOLLOWING PARTICULARS ARE GIVEN PURSUANT TO SECTION 239G (1):

The property is not subject to any encumbrances resulting from works of Melbourne Water not disclosed by a Title Search and there are no works, matters or things to be disclosed.

ADDITIONAL INFORMATION PURSUANT TO SECTION 239G (2):

85 & 87 KERR STREET are sewered by a combined drain. A copy of the drainage plan may be obtained from the Western Region Customer Service Centre, St Albans Road, Sunshine. The plan may also be obtained by sending the prescribed plan fee of \$1.50 to: Melbourne Water's Western Region, St Albans Road, Sunshine 3020. Please quote PS 30250.

AUTHORISED OFFICER:

  
A. HONEY  
MANAGER CUSTOMER SERVICES

PLEASE NOTE: Unless MELBOURNE WATER'S prior consent has been obtained, the MMBW Act PROHIBITS:

- 1 the erection and/or placement of any building, wall, bridge, fence embankment, filling, material, machinery or other structure over or under any sewer or drain of MELBOURNE WATER.
- 2 the connection of any drain or sewer to, or interference with, any sewer, drain or watercourse of MELBOURNE WATER.



4. **SERVICES** – Information concerning the supply of the following services –

Service	Connected	Name of Authority (if service is connected)
4.1 Electricity	*Yes <del>XX</del>	*S.E.C./ .....
4.2 Gas	*Yes <del>XX</del>	*G. & F. C. of Vic./ .....
4.3 Water	*Yes <del>XX</del>	*Melbourne Water/ .....
4.4 Sewerage	*Yes <del>XX</del>	*Melbourne Water/ .....
4.5 Telephone	*Yes <del>XX</del>	*Telecom

\*5 **BUILDING APPROVALS** – Particulars of any building approval granted during the past seven years under the Building Control Act 1981 (required only where the Property includes a residence) –  
\*no such approvals have been granted;  
\*are contained in the attached certificate or statement;  
\*are as follows .....

See copy of letter from City of Fitzroy attached hereto

\*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 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 –  
\*are contained in the attached certificate/s and/or statement/s;

\*are as follows – .....

Nil to the vendors knowledge

7. **TITLE** – Attached are copies of the following document/s concerning the title –

\*7.1 ~~\*the Certificate/s of Title and/or Crown Grant/s;~~

~~\*the last Conveyance in the chain of title or other document which gives evidence of the Vendor's title.~~

~~\*7.2 evidence of the Vendor's right to sell (where the Vendor is not the registered proprietor or the owner in fee simple).~~

~~\*7.3 any approved or registered plan of subdivision, or sealed or certified plan, together with any proposed amendments to the sealed or certified plan (as the case may be).~~

~~\*7.4 any registered plan (or proposed plan) of stratum, strata or cluster subdivision.~~

*If the title to the Property is under the Transfer of Land Act 1958 the copy document/s noted in any of the above paragraphs may be replaced with a copy or copies of information provided by the Registrar of Titles.*

DATE OF THIS STATEMENT <sup>13</sup> 2 / 19 93

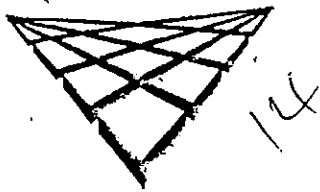
Signature/s of the Vendor

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT 13 / 2 / 19 93

Signature/s of the Purchaser

**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.**



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40050711877Y Page 1

Register Search 40050711877Y Volume 09250 Folio 117  
 Customer 14M Printed 07/01/1993 02:35 pm

LAND

Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.  
 PARENT TITLE Volume 08431 Folio 007  
 Created by instrument G917015

REGISTERED PROPRIETOR

ESTATE FEE SIMPLE  
 Tenants in common  
 As to 1 of a total of 2 equal undivided shares  
 SOLE PROPRIETOR  
 ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON  
 As to 1 of a total of 2 equal undivided shares  
 SOLE PROPRIETOR  
 D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON  
 Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

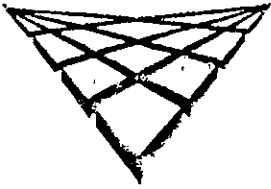
MORTGAGES AND CHARGES IN PRIORITY RANKING  
 1 R312121J MORTGAGE  
 WESTPAC BANKING CORPORATION  
 2 S225734J MORTGAGE  
 AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.  
 Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

UNREGISTERED DEALINGS - NA  
 T.O. FEES:  
 CHARGES  
 TOTAL : 2150  
 JOHN R. MCHADON & ASSOC  
 6/1/93



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SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40050711877Y Page 2

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UNREGISTERED DEALINGS

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Obtain Final Search Statement for unregistered dealings

STATEMENT END



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LAND TITLES OFFICE - VICTORIA      07/01/93    14:56:42      Page    1


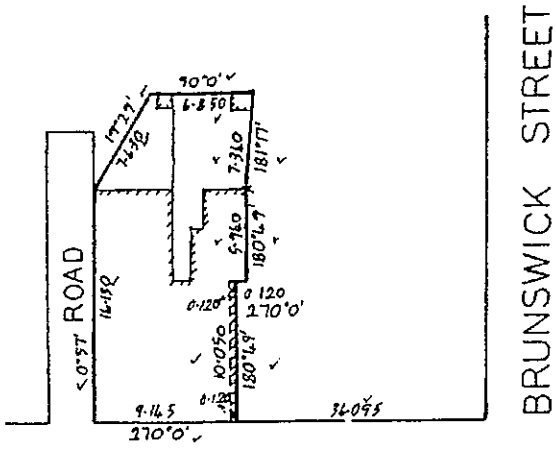

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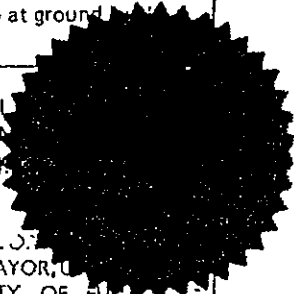
FINAL SEARCH on C.TITLE 9250 117

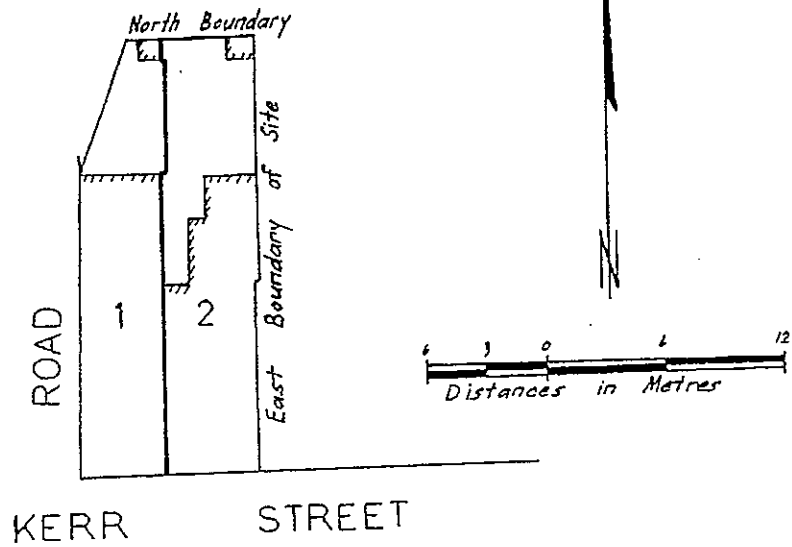
DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
R912066D MORTGAGE	REGISTERED		
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

SECURITY CODE:            144141205  
End of Listing. (M)enu or Enter next document:  
                  Charge of \$2.20 logged against #000200

B

PLAN OF STRATA SUBDIVISION					
<p><b>THE PARCEL</b> - The whole of the land described in Certificate of Title Volume 8431 Folio 007 being part of Crown Portion 83 <del>at Fitzroy</del> Parish of Jika Jika County of Bourke</p> <p><b>POSTAL ADDRESS OF BUILDINGS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p> <p><b>ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p>			<p>REGISTERED <b>11174</b></p> <p>TIME 8.55</p> <p>DATE 16 JAN 1978</p> <div style="text-align: right;">  </div>		
			<p>The land shown thus is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.</p> <div style="text-align: center;">  <p>LENGTHS ARE IN METRES</p> </div>		
<p>Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.</p>					
<p style="text-align: center;"><b>SURVEYOR'S CERTIFICATE</b></p> <p>I, John M. PAUL of 10 Ilford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the.....12th.....day of.....October.....19.77..... in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.</p> <p>Signature.....<i>J.M. Paul</i>.....Date <u>18-10-77</u>.....</p>			<p style="text-align: center;"><b>SEAL OF MUNICIPAL CORPORATION OF MELBOURNE</b> ENDORSEMENT</p> <p>Sealed pursuant to Section 6 (i) of the Strata Title Act</p> <p>... WITNESS WHEREOF I, THE MAYOR, OF THE CORPORATION OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF MELBOURNE, HAVE HERE-UNTO AFFIXED THIS</p> <p>Twentysecond DAY OF November, ONE THOUSAND NINE HUNDRED AND Seventyseven</p> <p><i>William J. Robinson</i>..... MAYOR.</p> <p><i>Derry</i>..... COUNCILLOR.</p> <p><i>John James</i>..... TOWN CLERK.</p>		
SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY					
Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability
1	10	10	2	10	10
			TOTAL	20	20
<p><i>J.M. Paul</i> Licensed Surveyor.</p>					





LEGEND

(relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building; The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 hereof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

No unit on this Plan is an accessory unit.

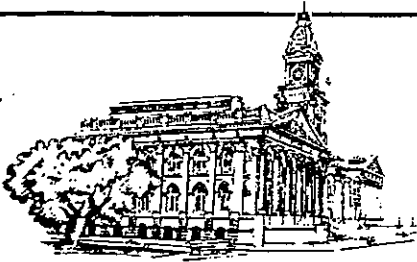
*J. Paul*  
 Licensed Surveyor

RP11174

6.5. 15



Municipal Offices  
201 Napier Street  
FITZROY 3065



# City of Fitzroy

Telephone 417 5037  
Facsimile 419 5460  
AUSDOC DX96606 Fitzroy

Our Ref: BC:JP 93/27

Enquiries to: Brian Clarke

Your Ref: RMB:LI

19 January, 1993

Rose Mary Brondolino & Co.  
Barristers & Solicitors  
261 Brunswick Street  
FITZROY VIC 3065

Dear Sir

**Re: Property - Unit 1, 85 Kerr Street, Fitzroy**

In reply to your letter of enquiry, I wish to advise you that a check of Council's building records over the preceding 7 years shows the following:

- A Building Approval No. 2465 was issued on 10th February, 1991.
- A Final Inspection was carried out on 8th December, 1992.
- There are no outstanding Building Orders or Notices affecting this property.
- A Flood Level Certificate has not been issued under Reg. 44.6.

Yours faithfully

**BRIAN CLARKE**  
**DEVELOPMENT APPROVALS CO-ORDINATOR**

# BODY CORPORATE CERTIFICATE

Body Corporate Number 011174

HARRY JULIAN ONSMAN & NIKKI D'EMDEN

Vendor

Purchaser

Reference

This certificate is issued for ~~XXX~~ /Unit 1 on Plan No. 011174

the postal address of which is UNIT 1/85 KERR STREET FITZROY

1. The present fees for the above ~~XXX~~ /Unit 1 are \$ Nil  
/quarter (or other period)

2. The fees are paid up until / / NOT APPLICABLE

3. Unpaid fees including interest now total \$ NIL

Insert  
details

4. The following special fees or levies have been struck and are due and payable on the dates indicated—

Nil

5. The body corporate has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above—

Nil

6. The body corporate has the following insurance cover—

Name of Company

No. of Policy

Kind of Policy

Building Amount

Public Liability Amount

Buildings Covered

Renewal Date

or

The members must arrange their own insurance in accordance with Regulation 706 of the Subdivision (Body Corporate) Regulations 1989.

7. The body corporate ~~has~~/has not submitted any special rules to the Office of Titles.
8. The body corporate ~~has~~/has not resolved that the by-laws cease to apply to it (applicable only to strata and cluster plans).
9. The body corporate ~~has~~/has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5 (*attach details*)
10. The body corporate has not granted any lease licence or special privilege affecting the common property except the following—

Not Applicable

11. The body corporate has not made any agreement to provide services to members and occupants for a fee except the following—

Not Applicable

12. The body corporate is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following—

Not Applicable

13. No proposal has been made for the appointment of an administrator except as follows—

Not Applicable

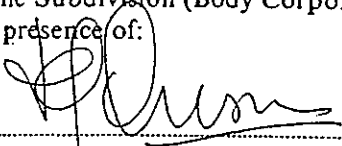
Dated this 1<sup>st</sup> day of February 1993

THE COMMON SEAL of BODY CORPORATE

\*STRATA ~~CLUSTER~~ NO.

PLAN No. 011174

was hereunto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

 (H. J. ONSMAN)

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer



Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.



Telephone 629 5144 - Head Office: 625 LITTLE COLLINS STREET, MELBOURNE 3000

# CERTIFICATE AS TO RATES AND CHARGES

**MELBOURNE WATER**

a business name of the MELBOURNE AND METROPOLITAN BOARD OF WORKS

Ref. No. **05-1030524-6**

Date of Issue **18/01/93**

No. **93158673**

This to certify that the sum of

**NO AMOUNT**

as stated hereunder is due and payable in respect of Rates and Charges on Property:

**85 KERR STREET FITZROY 3065**

## PARTICULARS OF AMOUNTS DUE OR PAID

RATES CURRENT FINANCIAL YEAR

		\$	¢
Metropolitan Drainage and River Improvement Rate	01/07/92 TO 30/06/93	37.50	
Metropolitan General Rate	01/07/92 TO 30/06/93	232.24	
Water Rate	01/07/92 TO 30/06/93	141.24	
or minimum charge for water supplied by measure (being an amount equal to the water rate which otherwise would be levied)			
Metropolitan Improvement Rate	01/07/92 TO 30/06/93	35.70	
Special Rate - Fire Service			
<b>TOTAL</b>		<b>446.68</b>	
<b>LESS AMOUNT PAID</b>		<b>446.68</b>	

**BALANCE** NIL

### OTHER CHARGES

**ARREARS**

Water supplied by measure to

Your Ref. **RMB:LI**

**DUE** NIL

**NO MMBW METER FIXED**

### WARNING

This certificate is conclusive proof that no other rates or monies are due and payable in respect of this property as at the date of issue of this certificate.

ISSUED BY

For Director of Finance

**ROSE MARY BRONDOLINO SOLICITORS  
261 BRUNSWICK STREET  
FITZROY 3065**

MELBOURNE WATER  
SECTION 239G STATEMENT

Maribynong Region, St. Albans Office  
St. Albans Road (South of Furlong Road) Sunshine  
Box 350 Sunshine, Vic. 3020  
Telephone Enquires: 313 8390

APPLICATION: 93158673

Your Ref.: RMB:LI

ROSE MARY BRONDOLINO SOLICITORS  
261 BRUNSWICK STREET  
FITZROY 3065

25 JANUARY 1993

PROPERTY: 85 KERR STREET FITZROY 3065

THE FOLLOWING PARTICULARS ARE GIVEN PURSUANT TO SECTION 239G (1):

The property is not subject to any encumbrances resulting from works of Melbourne Water not disclosed by a Title Search and there are no works, matters or things to be disclosed.

ADDITIONAL INFORMATION PURSUANT TO SECTION 239G (2):

85 & 87 KERR STREET are sewered by a combined drain. A copy of the drainage plan may be obtained from the Western Region Customer Service Centre, St Albans Road, Sunshine. The plan may also be obtained by sending the prescribed plan fee of \$1.50 to: Melbourne Water's Western Region, St Albans Road, Sunshine 3020. Please quote PS 30250.

AUTHORISED OFFICER:

  
A. HONEY  
MANAGER CUSTOMER SERVICES

PLEASE NOTE: Unless MELBOURNE WATER'S prior consent has been obtained, the MMBW Act PROHIBITS:

- 1 the erection and/or placement of any building, wall, bridge, fence embankment, filling, material, machinery or other structure over or under any sewer or drain of MELBOURNE WATER.
- 2 the connection of any drain or sewer to, or interference with, any sewer, drain or watercourse of MELBOURNE WATER.

96  
 No. 1241  
 Detail Plan No. 1241

Drainage Plan No. 30250

# PLAN OF DRAINAGE for

WORS THE TRUSTEES EXORS & AGENCY CO LTD (COL ANDERSONS ESTATE)

412 Collins St Melbourne

## MUNICIPALITY: CITY OF FITZROY.

### Reference:

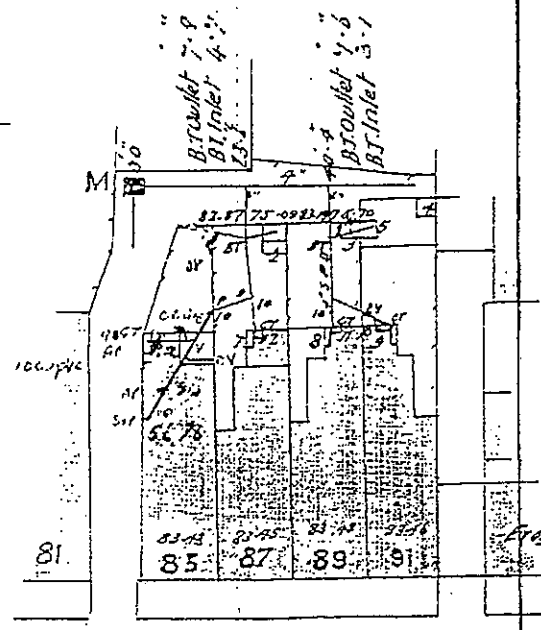
- |                                |                                  |                         |
|--------------------------------|----------------------------------|-------------------------|
| B.T. Boundary Trap             | R.T. Reflux Trap                 | I.O. Inspection Opening |
| D.T. Disconnecter Trap         | S.T. Silt Trap                   | E.V. Educt Vent         |
| G.T. Gully Trap                | C.I.P. Cast Iron Pipe            | I.V. Induct Vent        |
| G.D.T. Gully Disconnecter Trap | G.W.I.P. Galv. Wrought Iron Pipe | S.V.P. Soil Vent Pipe   |
| G.I.T. Grease Interceptor Trap | S.P.D. Stoneware Pipe Drain      | V.P. Ventilating Pipe   |
| I.T. Interceptor Trap          | I.C. Inspection Chamber          | M.F. Mica Flap          |
- See By-Law VII.

Scale—40 ft. to 1 inch.

L 18-18-18

CROSSL	ESTL	FIXTURES
1	5	CLOSET
	6	BATH
	7	SHOWER
2	8	Basin
3		SINK
4		DISHWASHER TRUCK

18-12-91 PW.



1-2-3 Closets  
 4 Closet to be moved to 5  
 6-7-8-9 Baths  
 10-11-12-13 Sinks  
 G. tops to be enclosed with brickwork & rendered internally, with cement & traps placed over same

Work carried out to plan  
 Evelyn Hotel Sydney 28.8.02.

Kerr St

G.M.  
 29/8/02  
 A.H.G.  
 29.8.02

Handwritten initials and date at bottom left corner.

# PLANNING CERTIFICATE

MAIL

Number

100173

Vendor

ONSMAN AND D'EMDEN

Purchaser

ROSE MARY BRONDOLINO AND CO  
261 BRUNSWICK STREET  
FITZROY 3065

Reference

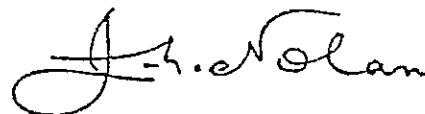
RMB LI

This certificate is issued for :  
Unit 1 85 KERR STREET  
City of FITZROY

The land is covered by the :  
FITZROY PLANNING SCHEME.

The Minister for Planning is the Responsible  
Authority issuing the Certificate.

The land :  
- is included in a GENERAL INDUSTRIAL ZONE  
- is within an URBAN CONSERVATION AREA 1



14 Jan 1993

*"Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.  
Copies are available from offices of the Department of Planning & Housing and the municipality shown above."*

The above information includes all amendments, schemes and orders placed on public exhibition up  
to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the Department of Planning and Housing and  
relevant Municipal Offices.

DEPARTMENT OF PLANNING AND HOUSING



# City of Fitzroy

TOWN HALL  
FITZROY, 3065  
PHONE: 417 5037

## LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

PROPERTY REFERENCE No. 2/300/2707  
 LOCATION: 85 Kerr Street, Fitzroy  
 OWNER AS SHOWN IN THE RATE RECORDS: Orsman, Harry Julian & DeMden, Nikki

**PROPERTY VALUATIONS:** EFFECTIVE DATE: 30/6/90  
 SITE VALUE: 72,000 CAPITAL IMPROVED VALUE: 132,000 NET ANNUAL VALUE: 6,600

**NOTE:** In accordance with Section 175(1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

### RATES AND CHARGES LEVIED

GENERAL RATE for year ending 30/9/93	Current due on <u>10/11/92</u>	<u>712.54</u>
ARREARS		
INTEREST		
PAYMENTS		<u>173.14</u>
OTHER CHARGES	STATE DEFICIT LEVY	<u>100.00</u>
<b>TOTAL OWING</b>		<u>634.40</u>

FLOOD LEVEL: A specified flood level pursuant to regulation 44.5, Victoria Building Regulations 1983 has/has not been determined in respect of the above land.  
The specified level is:

There ~~are~~ are no outstanding notices or orders made under Local Government Acts 1958 and 1989 on the land served by Council which still apply as at the date of this certificate.  
Details of any notice served:

u. Jim Kirwan  
Delegated Officer

Certificate No. 279

ISSUE DATE: 14-1-93

APPLICANTS REFERENCE: RMB: Li

APPLICANTS Rosemary Brondolino & Co  
NAME AND 251 Dandenong Road



# PROPERTY INQUIRY APPLICATION FORM

OFFICE USE ON

**IMPORTANT**—If more than one certificate required, complete and forward one form for each certificate to relevant authorities in accordance with the Property Inquiry Information sheet.

REFERENCE	CODE	APPLICATION No.
MUNICIPAL PROPERTY NUMBER AS APPEARING ON		

TO (Insert Name & Address of Authority)

Housing Commission Victoria  
250 Elizabeth Street  
MELBOURNE VIC 3000

Certificate/Advice Requested (Give details as described on Property Inquiry Information Sheet)

"URGENT"

15/01/93 11:55 090703/22  
Fee Enclosed \$ 15.40  
TOTAL 15.

NOTE: Generally replies will be mailed to applicant's address. However, if you wish to collect a M.M.B.W. Rate Certificate—available 3 business days after receipt of application—cross here   
If you wish to collect an M.M.B.W. S. 239G Statement—cross here

Surname	VENDOR	PURCHASER
	RE ONSMAN & D'EMDEN	TO AUCTION PURPOSE ONLY
Other Names	HARRY JULIAN & NIKKI	
Address	UNIT 1/85 KERR STREET FITZROY	
USE BLOCK LETTERS	FULL NAME & ADDRESS OF REGISTERED PROPRIETOR IF NOT THE VENDOR	VENDOR'S SOLICITOR
	NAME AND ADDRESS OF APPLICANT	ROSE MARY BRONDOLINO & CO
	ROSE MARY BRONDOLINO & CO SOLICITORS 261 BRUNSWICK STREET FITZROY VIC 3065 Postcode	APPLICANT'S REFERENCE
D.X. No.		RMB:LI Total Sale Price N.A. Date Req'd 25/1/93 Auction/Settlement Date 13/2/93 Terms of Sale CASH/XXXXXX Phone 419-4011 Contract No.

DESCRIPTION OF LAND—BE PRECISE. INSUFFICIENT INFORMATION WILL RESULT IN RETURN OF APPLICATION. LOCALITY PLAN (COPY OF TITLE OR SKETCH) SHOWING DIMENSIONS OF WHOLE OF PROPERTY AND DISTANCE FROM NEAREST STREET INTERSECTION MUST BE ATTACHED TO EACH FORM.

Lot/Unit No. 1	Street No. Street, Road, etc. 85 KERR STREET	Municipality FITZROY
Lot No. UNIT 1	Plan No. 011174	C.A. C.P. Section Parish JIKI JIKI
Town or Suburb FITZROY	Postcode	Volume/Book 9250 Folio/Number 117 Frontage links/ft/metres SEE MAP ATT. Depth links/ft/metres
Situating on SEE MAP ATT. (N,S/E/W) side of street commencing links/ft/metres		
(N.S.E.W.) of Street Area (Acres/Ha)		
State whether vacant land or nature building (e.g. Dwelling, Factory)	UNIT	Name of Directory Melway Map Reference 44A3

**FOR OFFICE USE ONLY**

<b>THE DIRECTOR OF HOUSING</b>		N
I hereby Certify that at the date hereof the Director had NOT in respect of the above property:-		
(1) served on the owner a notice;		B
(2) taken any step; or		
(3) charged any monies under Part VII of the Housing Act, 1983.		RP
R. A. STEWART		
AUTHORISED OFFICER.		D
Certificate not valid unless register imprint appears hereon.		
		R

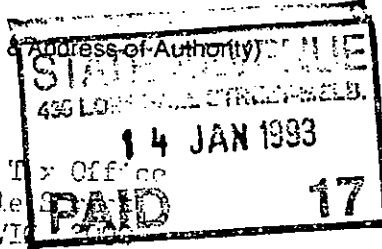
# PROPERTY INQUIRY APPLICATION FORM

OFFICE USE ONLY

**IMPORTANT**—If more than one certificate required, complete and forward one form for each certificate to relevant authorities in accordance with the Property Inquiry Information sheet.

REFERENCE	CODE	APPLICATION No.
MUNICIPAL PROPERTY NUMBER AS APPEARING ON		

TO (Insert Name & Address of Authority)



State Land Tax Office  
430 Lonsdale Street  
MELBOURNE VIC 3000

Certificate/Advice Requested (Give details described on Property Inquiry Information Sheet)

"URGENT"

Fee Enclosed \$ 11.00

P772

NOTE: Generally replies will be mailed to applicant's address. However, if you wish to collect a M.M.B.W. Rate Certificate—available 3 business days after receipt of application—cross here   
If you wish to collect an M.M.B.W. S. 239G Statement—cross here

Surname	VENDOR		PURCHASER	
	RE	ONSMAN & D'EMDEN	TO	AUCTION PURPOSE ONLY
Other Names	HARRY JULIAN & NIKKI			
Address	UNIT 1/85 KERR STREET FITZROY			
	FULL NAME & ADDRESS OF REGISTERED PROPRIETOR IF NOT THE VENDOR		VENDOR'S SOLICITOR	
	NAME AND ADDRESS OF APPLICANT		ROSE MARY BRONDOLINO & CO	
USE BLOCK LETTERS	ROSE MARY BRONDOLINO & CO SOLICITORS 261 BRUNSWICK STREET FITZROY VIC 3065		APPLICANT'S REFERENCE	
	D.X. No.		RMB:LI	
	Postcode		Total Sale Price N.A. Date Req'd 25/1/93	
			Auction/Settlement Date 13/2/93	
		Terms of Sale CASH <del>XXXXXX</del>		Phone 419-4011
		Contract No.		

DESCRIPTION OF LAND—BE PRECISE, INSUFFICIENT INFORMATION WILL RESULT IN RETURN OF APPLICATION. LOCALITY PLAN (COPY OF TITLE OR SKETCH) SHOWING DIMENSIONS OF WHOLE OF PROPERTY AND DISTANCE FROM NEAREST STREET INTERSECTION MUST BE ATTACHED TO EACH FORM.

Lot/Unit No. 1	Street No. Street, Road, etc. 85 KERR STREET			Municipality FITZROY	
Lot No. UNIT 1	Plan No. 011174	C.A.	C.P.	Section	Parish JIKA JIKA
Town or Suburb FITZROY	Postcode	Volume/Book 9250	Folio/Number 117	Frontage links/ft/metres SEE MAP ATT.	Depth links/ft/metres
Situating on SEE MAP ATT. (N/S/E/W) side of street commencing .....links/ft/metres					
(N.S.E.W.) of ..... Street Area .....(Acres/Ha)					
State whether vacant land or nature of building (e.g. Dwelling, Factory) UNIT				Name of Directory Melway Map Reference 44A3	

FOR OFFICE USE ONLY

CERTIFICATE UNDER SECTION 33 OF THE ACT 18/1/93					
None	ALL	ALL	ALL	\$39600 PR	N
					B
					RP
					D
					R
DENZIL GRIFFITHS COMMISSIONER OF LANDS					

# vic roads



Contact: Mr Ken Kelm  
Telephone: 345 4644

Date: 18 Jan 93

ROSE MARY BRONDOLINO & CO  
Solicitor  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PE112313904  
Receipt Number

Dear Enquirer,

REQUEST FOR PROPERTY INFORMATION  
YOUR REFERENCE : RMB;LI

I refer to your request for information and fee payment of \$12.10 (part of cheque), received at the Kew office on 14 January 1993, concerning the property which is located at:

1 / 85 Kerr Street, Fitzroy  
City of Fitzroy

As at this date, VIC ROADS has no approved proposals requiring any portion of the subject property.

Yours faithfully

  
for

GEOFF KLOOT  
REGIONAL MANAGER - CENTRAL METROPOLITAN

11klk  
Enclosure 0





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

VENDOR HARRY JULIAN ONSMAN and NIKKI D'EMDEN both of Unit 1/85 Kerr Street Fitzroy

PROPERTY UNIT 1/85 KERR STREET FITZROY

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 to the Property.

Details must be attached where necessary, if insufficient space is available.

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) -

1.1 Description -

\*As set out in the attached copies of title document/s

XXXX See copy of Party Wall Easement Transfer

\*1.2 Particulars of any existing failure to comply with their terms are as follows -

Nil

\*2. PLANNING & ROAD ACCESS - Information concerning any planning instrument -

\*Is contained in the attached certificate.

xxxx

2.1 Name

2.2 The responsible authority is

2.3 Zoning and/or Reservation -

\*The Property is outside the Melbourne metropolitan area (as defined in the Act) and the planning instrument prohibits the construction of a dwelling house on the land.

\*There is no access to the Property by road (insert "no" if required).

3. OUTGOINGS & STATUTORY CHARGES - Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) AND any interest payable on any part of them -

\*3.1 \*Is contained in the attached certificate/s.

XXXXXXXXXXXXXXXXXXXXXXXX

Table with 3 columns: Authority, Amount, Interest (if any). Rows 1-4.

\*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 -

The purchaser share at settlement

xxxx Their total does not exceed xxx

\*3.3 The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is -

\$ NIL to

4. **SERVICES** – Information concerning the supply of the following services –

Service	Connected	Name of Authority (if service is connected)
4.1 Electricity	*Yes <del>XX</del>	*S.E.C./ .....
4.2 Gas	*Yes <del>XX</del>	*G. & F. C. of Vic./ .....
4.3 Water	*Yes <del>XX</del>	*Melbourne Water/ .....
4.4 Sewerage	*Yes <del>XX</del>	*Melbourne Water/ .....
4.5 Telephone	*Yes <del>XX</del>	*Telecom

\*5 **BUILDING APPROVALS** – Particulars of any building approval granted during the past seven years under the Building Control Act 1981 (required only where the Property includes a residence) –

- \*no such approvals have been granted;
- \*are contained in the attached certificate or statement;
- \*are as follows .....

See copy of letter from City of Fitzroy attached hereto

\*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 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 –  
\*are contained in the attached certificate/s and/or statement/s;  
\*are as follows – .....

Nil to the vendors knowledge

7. **TITLE**—Attached are copies of the following document/s concerning the title –

- \*7.1 ~~\*the Certificate/s of Title and/or Crown Grant/s;~~  
~~\*the last Conveyance in the chain of title or other document which gives evidence of the Vendor's title.~~
- \*7.2 ~~evidence of the Vendor's right to sell (where the Vendor is not the registered proprietor or the owner in fee simple).~~
- \*7.3 ~~any approved or registered plan of subdivision, or sealed or certified plan, together with any proposed amendments to the sealed or certified plan (as the case may be).~~
- \*7.4 ~~any registered plan (or proposed plan) of stratum, strata or cluster subdivision.~~

If the title to the Property is under the Transfer of Land Act 1958 the copy document/s noted in any of the above paragraphs may be replaced with a copy or copies of information provided by the Registrar of Titles.

DATE OF THIS STATEMENT 13/2/1993

Signature/s of the Vendor

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT 13/2/1993

Signature/s of the Purchaser

Ralph Blewitt as per Power of Attorney

**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.**



SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40050711877Y Page 1

Register Search 40050711877Y Volume 09250 Folio 117  
Customer 14M Printed 07/01/1993 02:35 pm

LAND

Unit 1 on Strata Plan 011174 and an undivided share in the common property for the time being described on the plan.  
PARENT TITLE Volume 08431 Folio 007  
Created by instrument G917015

REGISTERED PROPRIETOR

ESTATE FEE SIMPLE

Tenants in common  
As to 1 of a total of 2 equal undivided shares  
SOLE PROPRIETOR

ONSMAN, HARRY JULIAN; 38 LEE STREET NORTH CARLTON  
As to 1 of a total of 2 equal undivided shares  
SOLE PROPRIETOR

D'EMDEN, NIKKI; 38 LEE STREET NORTH CARLTON  
Registered R312120M 26/04/1991

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGES AND CHARGES IN PRIORITY RANKING

- 1 R312121J MORTGAGE  
WESTPAC BANKING CORPORATION
- 2 S225734J MORTGAGE  
AUSTRALIAN GUARANTEE CORPORATION LTD

The rights created by Section 12 of the Strata Titles Act 1967.  
Any encumbrance for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan.

As to part of the common property. The PARTY WALL EASEMENTS reserved by transfer 1353862 .

.../02

UNREGISTERED DEALINGS - NA  
T.O. FEES:  
CHARGE  
TOTAL : 21.50  
JOHN R. HUGHES & ASSOC  
4/1/93



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SEARCH STATEMENT -- LAND TITLES OFFICE, VICTORIA 40050711877Y Page 2

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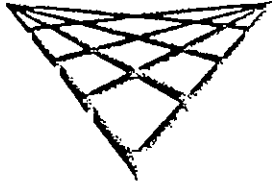
UNREGISTERED DEALINGS

---

Obtain Final Search Statement for unregistered dealings

STATEMENT END





LAND TITLES OFFICE - VICTORIA      07/01/93    14:56:42      Page    1

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FINAL SEARCH on C.TITLE 9250 117


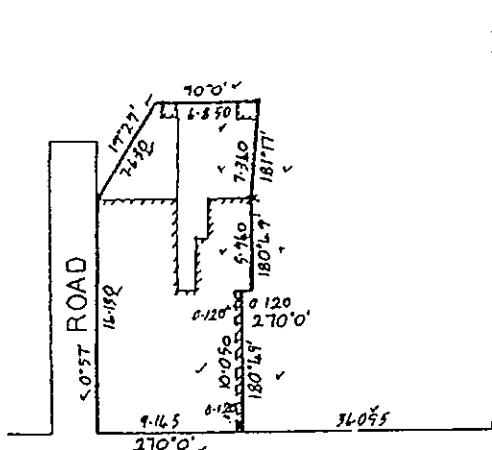



DEALINGS AFFECTING	SECTION	STATUS CLERK BUNDLE	FILED WITH
R912066D MORTGAGE	REGISTERED		
S225733M DISCHARGE OF MTGE	REGISTERED		
S225734J MORTGAGE	REGISTERED		

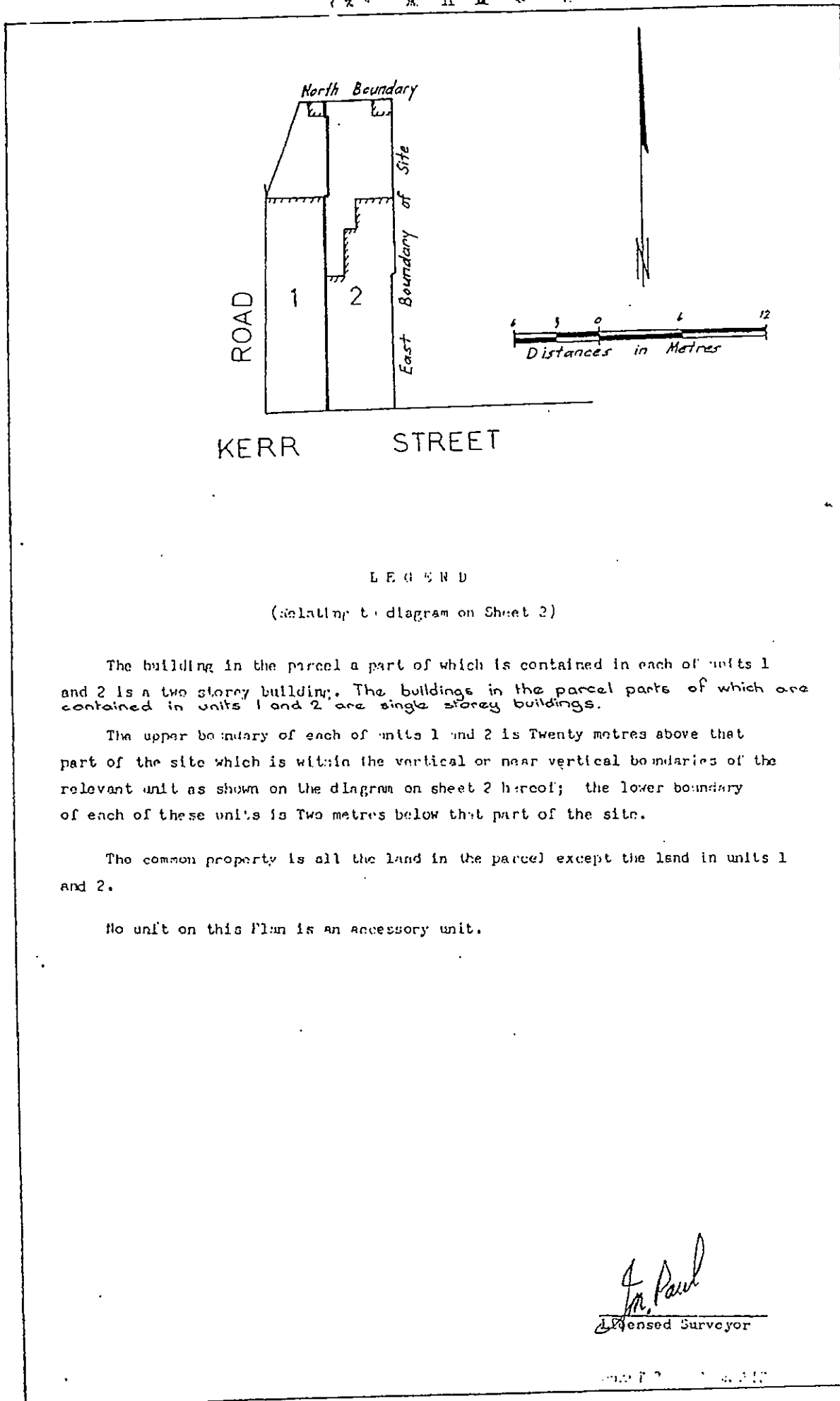
SECURITY CODE:            144141205  
End of Listing. (M)enu or Enter next document:  
                  Charge of \$2.20 logged against #000200

KP11174

G917015

B

PLAN OF STRATA SUBDIVISION																							
<p><b>THE PARCEL</b> - The whole of the land described in Certificate of Title Volume 8131 Folio 007 being part of Crown Portion B3 at Fitzroy Parish of Jika Jika County of Bourke</p> <p><b>POSTAL ADDRESS OF BUILDINGS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p> <p><b>ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS</b> - 85 &amp; 87 Kerr Street, Fitzroy, 3065</p>			<p>REGISTERED <b>11174</b></p> <p>TIME 8.55</p> <p>DATE 16 JAN 1978</p> 																				
 <p style="text-align: center;"><b>KERR STREET</b></p> <p style="text-align: center;"><b>BRUNSWICK STREET</b></p> <p style="text-align: center;"><b>5.05T ROAD</b></p>			<p>The land shown thus  is a party wall easement vide Transfer 1353862. Part of unit 2 and part of the common property are encumbered by this easement.</p>   <p style="text-align: center;">LENGTHS ARE IN METRES</p>																				
<p style="text-align: center;"><b>Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.</b></p>			<p style="text-align: center;"><b>SEAL OF MUNICIPALITY OF FITZROY</b></p> <p style="text-align: center;"><b>ENDORSEMENT</b></p> <p>Sealed pursuant to Section 6 (i) of the Strata Title Act</p> <p>... WITNESS WHEREOF I, THE CORPORATION OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF FITZROY HAVE HERE-UNTO AFFIXED THIS</p> <p style="text-align: center;">Twentysecond DAY OF November, ONE THOUSAND NINE HUNDRED AND Seventyseven</p> <p style="text-align: right;"><i>William J. Lawson</i> MAYOR.</p> <p style="text-align: right;"><i>Derry</i> COUNCILLOR.</p> <p style="text-align: right;"><i>John James</i> TOWN CLERK.</p>																				
<p style="text-align: center;"><b>SURVEYOR'S CERTIFICATE</b></p> <p>I, John H. PAUL of 10 Bedford Road, Heathmont a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the.....12th.....day of.....October.....19.77... in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.</p> <p>Signature.....<i>J. H. Paul</i>.....Date.....18-10-77.....</p>			<p style="text-align: center;"><b>SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Unit No.</th> <th style="width: 20%;">Entitlement</th> <th style="width: 20%;">Liability</th> <th style="width: 15%;">Unit No.</th> <th style="width: 20%;">Entitlement</th> <th style="width: 20%;">Liability</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> <td style="text-align: center;">2</td> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="4" style="text-align: center;">TOTAL</td> <td style="text-align: center;">20</td> <td style="text-align: center;">20</td> </tr> </tbody> </table> <p style="text-align: right;"><i>J. H. Paul</i> Licensed Surveyor.</p>			Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability	1	10	10	2	10	10	TOTAL				20	20
Unit No.	Entitlement	Liability	Unit No.	Entitlement	Liability																		
1	10	10	2	10	10																		
TOTAL				20	20																		
<p style="text-align: center;"><b>SHEET 1 OF 2 SHEETS</b></p>																							



LEGEND

(relating to diagram on Sheet 2)

The building in the parcel a part of which is contained in each of units 1 and 2 is a two storey building. The buildings in the parcel parts of which are contained in units 1 and 2 are single storey buildings.

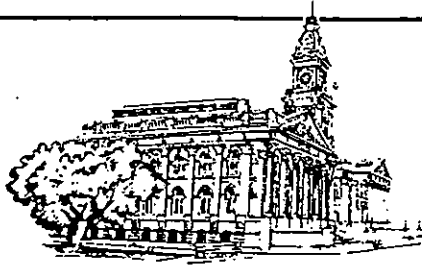
The upper boundary of each of units 1 and 2 is Twenty metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 2 herof; the lower boundary of each of these units is Two metres below that part of the site.

The common property is all the land in the parcel except the land in units 1 and 2.

No unit on this Plan is an accessory unit.

*J. Paul*  
 Licensed Surveyor

Municipal Offices  
201 Napier Street  
FITZROY 3065



Telephone 417 5037  
FAX: 419 5460  
AUSDOC DX96606 Fitzroy

# City of Fitzroy

Our Ref: BC:JP 93/27

Enquiries to: Brian Clarke

Your Ref: RMB:LI

19 January, 1993

Rose Mary Brondolino & Co.  
Barristers & Solicitors  
261 Brunswick Street  
FITZROY VIC 3065

Dear Sir

**Re: Property - Unit 1, 85 Kerr Street, Fitzroy**

In reply to your letter of enquiry, I wish to advise you that a check of Council's building records over the preceding 7 years shows the following:

- A Building Approval No. 2465 was issued on 10th February, 1991.
- A Final Inspection was carried out on 8th December, 1992.
- There are no outstanding Building Orders or Notices affecting this property.
- A Flood Level Certificate has not been issued under Reg. 44.6.

Yours faithfully

**BRIAN CLARKE**  
**DEVELOPMENT APPROVALS CO-ORDINATOR**

## BODY CORPORATE CERTIFICATE

Body Corporate Number 011174

HARRY JULIAN ONSMAN & NIKKI D'EMDEN

Vendor

Purchaser

Reference

This certificate is issued for ~~XX~~ /Unit 1 on Plan No. 011174

the postal address of which is UNIT 1/85 KERR STREET FITZROY

1. The present fees for the above ~~XX~~ /Unit 1 are \$ Nil  
/quarter (or other period)

2. The fees are paid up until / / NOT APPLICABLE

3. Unpaid fees including interest now total \$ NIL

Insert  
details

4. The following special fees or levies have been struck and are due and payable on the dates indicated—

Nil

5. The body corporate has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above—

Nil

6. The body corporate has the following insurance cover—

Name of Company

No. of Policy

Kind of Policy

Building Amount

Public Liability Amount

Buildings Covered

Renewal Date

or

The members must arrange their own insurance in accordance with Regulation 706 of the Subdivision (Body Corporate) Regulations 1989.

7. The body corporate ~~has~~/has not submitted any special rules to the Office of Titles.
8. The body corporate ~~has~~/has not resolved that the by-laws cease to apply to it (applicable only to strata and cluster plans).
9. The body corporate ~~has~~/has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5 (*attach details*)
10. The body corporate has not granted any lease licence or special privilege affecting the common property except the following—

Not Applicable

11. The body corporate has not made any agreement to provide services to members and occupants for a fee except the following—

Not Applicable

12. The body corporate is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following—

Not Applicable

13. No proposal has been made for the appointment of an administrator except as follows—

Not Applicable

Dated this 1<sup>st</sup> day of February 1993

THE COMMON SEAL of BODY CORPORATE

\*Delete if inapplicable

\*STRATA ~~CLUSTER~~

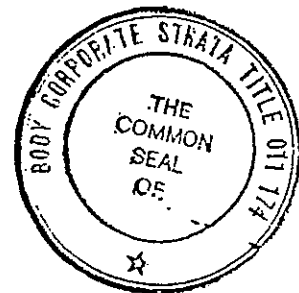
PLAN No. 011174

was hereunto affixed in accordance with Regulation 618 of the Subdivision (Body Corporate) Regulations 1989 in the presence of:

 (H. J. ONSMAN)

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer

\*member of body corporate \*committee member  
\*secretary \*managing agent \*administrator \*delegated officer



Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.



Telephone 629 5144 - Head Office: 625 LITTLE COLLINS STREET, MELBOURNE 3000

# CERTIFICATE AS TO RATES AND CHARGES

**MELBOURNE WATER**  
a business name of the MELBOURNE AND METROPOLITAN BOARD OF WORKS

Ref. No. **05-1030524-6**

Date of Issue **18/01/93**

No. **93158673**

This to certify that the sum of  
**NO AMOUNT**

as stated hereunder is due and payable in respect of Rates and Charges on Property:  
**85 KERR STREET FITZROY 3065**

## PARTICULARS OF AMOUNTS DUE OR PAID

RATES CURRENT FINANCIAL YEAR

		\$	¢
Metropolitan Drainage and River Improvement Rate	01/07/92 TO 30/06/93	37.50	
Metropolitan General Rate	01/07/92 TO 30/06/93	232.24	
Water Rate	01/07/92 TO 30/06/93	141.24	
or minimum charge for water supplied by measure (being an amount equal to the water rate which otherwise would be levied)			
Metropolitan Improvement Rate	01/07/92 TO 30/06/93	35.70	
Special Rate - Fire Service			
<b>TOTAL</b>		<b>446.68</b>	
<b>LESS AMOUNT PAID</b>		<b>446.68</b>	
<b>BALANCE</b>			<b>NIL</b>
<b>OTHER CHARGES</b>			
<b>ARREARS</b>			
Water supplied by measure to			
Your Ref. <b>RMB:LI</b>			<b>DUE NIL</b>

**NO MMBW METER FIXED**

**WARNING** This certificate is conclusive proof that no other rates or monies are due and payable in respect of this property as at the date of issue of this certificate.

ISSUED BY

For Director of Finance

**ROSE MARY BRONDOLINO SOLICITORS**  
261 BRUNSWICK STREET  
FITZROY 3065

MELBOURNE WATER  
SECTION 239G STATEMENT

Maribynong Region, St. Albans Office  
St. Albans Road (South of Furlong Road) Sunshine  
Box 350 Sunshine, Vic. 3020  
Telephone Enquires: 313 8390

APPLICATION: 93158673

Your Ref.: RMB:LI

ROSE MARY BRONDOLINO SOLICITORS  
261 BRUNSWICK STREET  
FITZROY 3065

25 JANUARY 1993

PROPERTY: 85 KERR STREET FITZROY 3065

THE FOLLOWING PARTICULARS ARE GIVEN PURSUANT TO SECTION 239G (1):

The property is not subject to any encumbrances resulting from works of Melbourne Water not disclosed by a Title Search and there are no works, matters or things to be disclosed.

ADDITIONAL INFORMATION PURSUANT TO SECTION 239G (2):

85 & 87 KERR STREET are sewered by a combined drain. A copy of the drainage plan may be obtained from the Western Region Customer Service Centre, St Albans Road, Sunshine. The plan may also be obtained by sending the prescribed plan fee of \$1.50 to: Melbourne Water's Western Region, St Albans Road, Sunshine 3020. Please quote PS 30250.

AUTHORISED OFFICER:

  
A. HONEY  
MANAGER CUSTOMER SERVICES

PLEASE NOTE: Unless MELBOURNE WATER'S prior consent has been obtained, the MMBW Act PROHIBITS:

- 1 the erection and/or placement of any building, wall, bridge, fence embankment, filling, material, machinery or other structure over or under any sewer or drain of MELBOURNE WATER.
- 2 the connection of any drain or sewer to, or interference with, any sewer, drain or watercourse of MELBOURNE WATER.



110. No. 1241

Detail Plan No. 1241

Drainage Plan No. 30250

PLAN OF DRAINAGE for

~~OWNERS THE TRUSTEES EXORS & AGENCY CO LTD (COL ANDERSONS ESTATE)~~

412 Collins St Mel.

MUNICIPALITY: CITY OF FITZROY.

Reference:

- B.T. Boundary Trap
- D.T. Disconnecter Trap
- G.T. Gully Trap
- G.D.T. Gully Disconnecter Trap
- G.I.T. Grease Interceptor Trap
- I.T. Interceptor Trap

- R.T. Reflux Trap
- S.T. Silt Trap
- C.I.P. Cast Iron Pipe
- G.W.I.P. Galv. Wrought Iron Pipe
- S.P.D. Stoneware Pipe Drain
- I.C. Inspection Chamber
- U.T. Urinal Trap

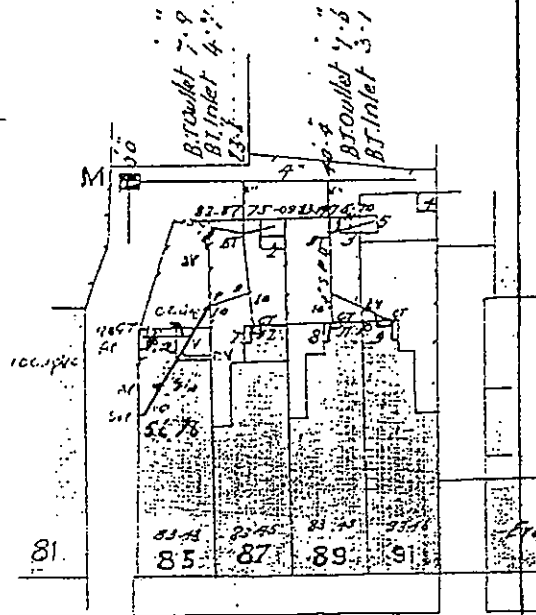
- I.O. Inspection Opening
  - E.V. Educt Vent
  - I.V. Induct Vent
  - S.V.P. Soil Vent Pipe
  - V.P. Ventilating Pipe
  - M.F. Mica Flap
- Sec By-Law VII.

Scale—40 ft. to 1 inch.

28-18-18-18

CO. PL	ESTD	FEATURES
1	5	CLOSET
	6	BATH
	7	SINK
2	8	Basin
3		SINK
4		DISHWASHER TRAY

18-12-91 P.W.



1.2.3 Closets  
 4 Closet to be moved to 5  
 6.7.8.9 Baths  
 10.11.12.13 Sinks  
 Closets to be enclosed with brickwork & rendered internally, with cement & traps placed over same

Work carried out to plan  
 Evelyn Hotel 28-8-02

G.M.  
 29/8/02

A.M.G.  
 29.8.02

Kerr St

# PLANNING CERTIFICATE

MAIL

Number

100173

Vendor

ONSMAN AND D'EMDEN

Purchaser

ROSE MARY BRONDOLINO AND CO  
261 BRUNSWICK STREET  
FITZROY 3065

Reference

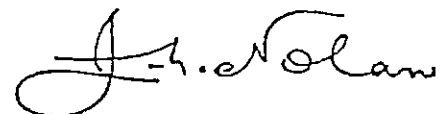
RMB LI

This certificate is issued for :  
Unit 1 85 KERR STREET  
City of FITZROY

The land is covered by the :  
FITZROY PLANNING SCHEME.

The Minister for Planning is the Responsible  
Authority issuing the Certificate.

The land :  
- is included in a GENERAL INDUSTRIAL ZONE  
- is within an URBAN CONSERVATION AREA 1



14 Jan 1993

*"Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.  
Copies are available from offices of the Department of Planning & Housing and the municipality shown above."*

The above information includes all amendments, schemes and orders placed on public exhibition up  
to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the Department of Planning and Housing and  
relevant Municipal Offices.

**DEPARTMENT OF PLANNING AND HOUSING**



# City of Fitzroy

TOWN HALL  
FITZROY, 3065  
PHONE: 417 503

## LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charge for such information.

PROPERTY REFERENCE No. 2/300/2707  
 LOCATION: 85 Kerr Street, Fitzroy  
 OWNER AS SHOWN IN THE RATE RECORDS: Orsman, Harry Julian & De Mden  
N. Kiki

PROPERTY VALUATIONS:      EFFECTIVE DATE: 30/6/90  
 SITE VALUE: 72,000      CAPITAL IMPROVED VALUE: 132,000      NET ANNUAL VALUE: 6,600

NOTE: In accordance with Section 175(1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

RATES AND CHARGES LEVIED		
GENERAL RATE for year ending 30/9/93	Current due on <u>10/11/92</u>	<u>712.54</u>
ARREARS		
INTEREST		
PAYMENTS		<u>178.14</u>
OTHER CHARGES      STATE DEFICIT LEVY		<u>100.00</u>
TOTAL OWING		<u>634.40</u>

FLOOD LEVEL: A specified flood level pursuant to regulation 44.5, Victoria Building Regulations 1983 ~~has~~/has not been determined in respect of the above land.  
The specified level is:

There ~~are~~ are no outstanding notices or orders made under Local Government Acts 1958 and 1989 on the land served by Council which still apply as at the date of this certificate.  
Details of any notice served:

Sim Kirwan  
Delegated Officer

Certificate No. 279

ISSUE DATE: 14-1-93

APPLICANTS REFERENCE: RMB:Li

APPLICANTS: Rosemary Brondolino & Co

# PROPERTY INQUIRY APPLICATION FORM

**IMPORTANT**—If more than one certificate required, complete and forward one form for each certificate to relevant authorities in accordance with the Property Inquiry Information sheet.

TO (Insert Name & Address of Authority)

Housing Commission Victoria  
250 Elizabeth Street  
MELBOURNE VIC 3000

REFERENCE	CODE	OFFICE USE APPLICATION No.
MUNICIPAL PROPERTY NUMBER AS APPEARING ON		

Certificate/Advice Requested (Give details described on Property Inquiry Information Sheet)

"URGENT"

Fee Enclosed \$ 15.40

NOTE: Generally replies will be mailed to applicant's address. However, if you wish to collect a M.M.B.W. Rate Certificate—available 3 business days after receipt of application—cross here  If you wish to collect an M.M.B.W. S. 239G Statement—cross here

Surname	VENDOR	PURCHASER
	RE ONSMAN & D'EMDEN	TO AUCTION PURPOSE ONLY
Other Names	HARRY JULIAN & NIKKI	
Address	UNIT 1/85 KERR STREET FITZROY	
	FULL NAME & ADDRESS OF REGISTERED PROPRIETOR IF NOT THE VENDOR	VENDOR'S SOLICITOR
	NAME AND ADDRESS OF APPLICANT	ROSE MARY BRONDOLINO & CO
USE BLOCK LETTERS	ROSE MARY BRONDOLINO & CO SOLICITORS 261 BRUNSWICK STREET FITZROY VIC 3065	APPLICANT'S REFERENCE
D.X. No.	Postcode	RMB:LI
		Total Sale Price N.A. Date Req'd 25/1/93
		Auction/Settlement Date 13/2/93
		Terms of Sale CASH XXXXXX Phone 419-4011
		Contract No.

DESCRIPTION OF LAND—BE PRECISE. INSUFFICIENT INFORMATION WILL RESULT IN RETURN OF APPLICATION. LOCALITY PLAN (COPY OF TITLE OR SKETCH) SHOWING DIMENSIONS OF WHOLE OF PROPERTY AND DISTANCE FROM NEAREST STREET INTERSECTION MUST BE ATTACHED TO EACH FORM.

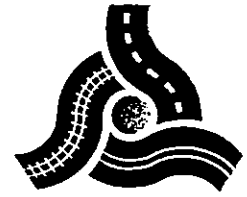
Unit No.	Street No. Street, Road, etc.	Municipality
1	85 KERR STREET	FITZROY
Unit No.	Plan No.	C.A.
UNIT 1	011174	
Section	Parish	
	JIKA JIKA	
Volume, Book	Folio Number	Frontage links/ft/metres
9250	117	SEE MAP ATT.
Situating on SEE MAP ATT. (N/S/E/W) side of street commencing links/ft/metres		
(N.S.E.W.) of links/ft/metres		
Street Area (Acres/Ha)		
Name of Directory Melway		Map Reference 44A3

## FOR OFFICE USE ONLY

THE DIRECTOR OF HOUSING		N B RP D
I hereby Certify that at the date hereof the Director had NOT in respect of the above property:-		
(1) served on the owner a notice;		
(2) taken any step; or		
(3) charged any monies under Part VII of the Housing Act, 1983.		
R. A. STEWART	Certificate not valid unless register imprint appears hereon.	
AUTHORISED OFFICER.		



# vic roads



Contact: Mr Ken Kelm  
Telephone: 345 4644

Date: 18 Jan 93

ROSE MARY BRONDOLINO & CO  
Solicitor  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PE112313904  
Receipt Number

Dear Enquirer,

REQUEST FOR PROPERTY INFORMATION  
YOUR REFERENCE : RMB;LI

I refer to your request for information and fee payment of \$12.10 (part of cheque), received at the Kew office on 14 January 1993, concerning the property which is located at:

1 / 85 Kerr Street, Fitzroy  
City of Fitzroy

As at this date, VIC ROADS has no approved proposals requiring any portion of the subject property.

Yours faithfully

  
for

GEOFF KLOOD  
REGIONAL MANAGER - CENTRAL METROPOLITAN

11klk  
Enclosure 0

DATED \_\_\_\_\_

VENDORS: H J ONSMAN & N D'EMDEN

---

## VENDOR'S STATEMENT

---

PROPERTY: UNIT 1/85 KERR STREET  
FITZROY

VENDOR'S SOLICITOR:  
ROSE MARY BRONDOLINO & CO  
SOLICITORS  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PHONE: 419-4011  
REF: RMB:LI





## GENERAL CONDITIONS ("GC")

8/89

1. This sale is subject to—
  - 1.1 The Purchaser assuming liability on the settlement date for those encumbrances listed in ITEM (1) of the Schedule. Where those encumbrances include any mortgage the price shall be satisfied to the extent of any mortgage money owing at the settlement date. Any payments by the Purchaser pursuant to such mortgage(s) shall be taken as payments made to the Vendor under this contract.
  - 1.2 The property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear & tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
  - 1.3 The lender (if any) approving the loan on the security of the property by the approval date or any later date allowed by the Vendor failing which all moneys shall be refunded whereupon this contract shall be null and void, but only if the Purchaser—
    - (a) has made immediate application for the loan; and
    - (b) had done everything reasonably required to obtain approval of the loan; and
    - (c) has given the Vendor prompt written notice of refusal of the loan; and
    - (d) is not in breach of any other conditions of this contract when he gives the notice referred to in paragraph (c) of this condition.
2. ITEM (2) of the Schedule states whether or not an approved indemnity is in force in respect of any dwelling-house included in the property and whether or not a claim has been made under such an indemnity where—
  - (a) a certificate of occupancy was issued within six years of the day of sale; or
  - (b) the construction of the dwelling-house commenced after 14 October 1974 and a certificate of occupancy has not been issued.
3. Where this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then—
  - 3.1 Any mortgage affecting the property shall be discharged by the settlement date and all moneys required to discharge the mortgage(s) shall be paid to the Vendor's agent or the Vendor's solicitors to be applied by them in discharging the mortgage(s).
  - 3.2 Interest shall be paid by the Purchaser to the Vendor from the settlement date upon the residue outstanding at the interest rate and with the rests set out in ITEM (3) of the Schedule (if any). Any instalments payable under this contract shall be applied first in payment of interest and secondly in reduction of the residue.
4. If the property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) then the named Purchaser may nominate a substitute or additional Purchaser(s) but in any event the named Purchaser shall remain personally liable for the due performance of all his obligations under this contract until the substituted Purchaser(s) if any has legally taken his place and become bound to fulfil the Purchaser's obligations under this contract whereupon the named Purchaser shall guarantee the due performance of those obligations. These arrangements shall be completed to the reasonable satisfaction of the Vendor or his solicitor at the expense of both the Purchaser and the nominee(s).
5. All moneys may be paid to the Vendor, his solicitor, or at his solicitor's direction, save that the deposit may be paid to the Vendor's agent.
6. A party breaching this contract shall pay upon demand—
  - (a) all reasonable expenses incurred by the other party as a result of the breach; and
  - (b) interest pursuant to the terms of this contract—and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
7. If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
8. The conditions in Table A of the Transfer of Land Act 1958 shall apply to this contract except where the land is not under the operation of that Act, in which case the conditions of sale in the Third Schedule of the Property Law Act 1958 shall apply subject in either case to any alteration by the conditions of this contract.
9. These conditions shall prevail over those of any preceding contract provided that any requisitions and answers properly made and given under that contract shall be deemed to be requisitions and answers properly made and given under this contract.
10. All conditions shall be read subject to any Special Conditions set out in this contract.



# PARTICULARS OF SALE

Copyright  
Last revised  
August 1989

VENDOR'S AGENT G. A THOMSON & CO. PTY LTD of 393 Rathdowne Street  
Carlton

Tel.: 347-1755 Fax.: 347-5447 ~~XXX~~

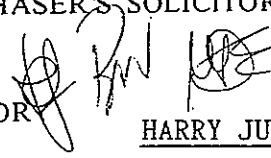
VENDOR'S SOLICITOR ROSE MARY BRONDOLINO & CO of 261 Brunswick Street Fitzroy

Tel.: 419-4011 Fax.: 417-5568 ~~XXX~~ REF: RMB:LI

PURCHASER'S SOLICITOR

SLATER & GORDON  
562 LITTLE BOURKE ST MELB.

Tel.: Fax.: DX:

VENDOR   
HARRY JULIAN ONSMAN and NIKKI D'EMDEN  
both of Unit 1/85 Kerr Street Fitzroy

PURCHASER

RALPH BLEWITT  
138 WARWICK ROAD  
DUNGRAIG WA.

LAND

~~\*as described in the attached copy Title(s) and Plan(s)~~  
\*and being Unit 1 on Strata Plan 011174 and being the whole of the land more particularly described in Certificate of Title Volume 9250 Folio 117.

PROPERTY

the land together with any improvements known as

ADDRESS

UNIT 1 /85 KERR STREET FITZROY


CHATTELS

All fixed Floor Coverings, electric light fittings, blinds and curtains.

PRICE

(agreed value \$ which sum is included in the price)

DEPOSIT 10%

 \$ 230,000 -  
\$ 23,000 - ~~xxx~~ on the signing hereof ~~xxx~~

RESIDUE

\$ 207,000 -

PAYMENT OF RESIDUE

\* on the 22<sup>ND</sup> day of MARCH 19 93. or earlier by agreement.  
~~XXXXX~~

SETTLEMENT DATE

is the date upon which vacant possession of the Property and the Chattels (or receipt of their rents and profits) shall be given, namely, upon acceptance of title and payment of the whole of the purchase monies

PURCHASER'S FINANCE

\* (details of loan referred to in General Condition L3)

Lender:—

Loan being not less than \$

Approval Date

—19—

DAY OF SALE

is the earlier of the date of this Contract or the acceptance date of any prior Contract Note, namely the 15<sup>th</sup> day of FEBRUARY 1993.

\* delete as appropriate wherever asterisk (\*) appears.



## SPECIAL CONDITIONS

1. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Title particulars given herein. He shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so. Condition 3 of the said "Table A" shall not apply to this Contract.

2. In addition to the encumbrances set out in the Schedule the purchaser buys subject to any other encumbrances, notices, orders or other matters set out in the attached copy of the Vendors Statement pursuant to Section 32 of the Sale of Land Act 1962.

3. Subject to the Vendor's reserve price the highest bidder shall be the Purchaser and if any dispute arises concerning the bidding the property shall be put up again at the last undisputed bid. No person shall at any bidding advance less than the sum named by the auctioneer and no bidding shall be retracted. The Vendor reserves the right:-

- a) to refuse any bid;
- b) to withdraw the property from the sale at any time before it has been knocked down and without declaring the reserve price;
- c) to bid either personally or by an Agent.

4. The Purchaser buys the land subject to any prohibition or restriction affecting the land or the use or the development of it whether imposed by any act, ordinance, regulation, by-law, planning

scheme, interim development order or other statutory enactment or order of Court or otherwise and whether actual or potential or otherwise.

5. If the purchaser shall be or include a Company the Company will forthwith after execution of this Contract procure the execution by each of its Directors on the part of the Contract intended to be held by the Vendor of the Guarantee annexed to this Contract. If there shall be more than one Purchaser under this Contract the word "Purchasers" shall be substituted for the words "Purchaser" wherever appearing in the said Guarantee prior to the execution thereof.

6. Notwithstanding anything hereinbefore contained Condition 4 of Table A of the Seventh Schedule of the Transfer of Land Act 1958 shall be read and construed as if the rate of 16% per annum were substituted for the interest rate specified in the said Condition 4.

7. The Purchaser hereby acknowledges that prior to the execution hereof and prior to the signing of any documents relating to the sale hereby affected he had been given by the Agent herein a Statement in writing containing the particulars required by Section 51 of the Estate Agents Act 1980.

8. The vendor and the purchaser hereby agree that upon the purchaser producing to the vendor at any time during the currency of this Contract (hereinafter called "the Present Contract") a Contract (hereinafter called "the Substituted Contract") identical in all its terms and conditions to the present Contract save for the name of the purchaser and save for this Clause and with the dates of payments of money adjusted if necessary to coincide with the present Contract and the dates upon which the purchaser under the substituted Contract shall

become responsible for any notices or orders relating to the property sold being the date of the present Contract and duly executed as purchaser by the person (being a corporation or otherwise) nominated by the purchaser hereunder and subject and save as hereinafter provided then subject to the purchaser under the present Contract giving the Guarantee hereinafter referred to (if required) the vendor shall execute the substitute Contract and the parts thereof shall be exchanged and the present Contract shall ipso facto and be deemed to be cancelled PROVIDED HOWEVER that all moneys previously paid by the purchaser under the present Contract be credited as paid by the purchaser to the vendor under the substituted Contract PROVIDED FURTHER:

- (1) That if required by the vendor the purchaser under the present Contract shall guarantee the performance by the purchaser under the substituted Contract of all the obligations of the substituted purchaser under the substituted Contract and such guarantee shall be prepared by the vendor's solicitors.
- (2) The purchaser under the substituted Contract shall be deemed to have accepted title and shall not be entitled to make requisitions thereon and the substituted Contract shall provide accordingly
- (3) The purchaser under the present Contract will:-
  - (a) Keep indemnified the vendor from and against any claim or claims hereafter made or to be made against the vendor arising howsoever under the provisions of the Contract of Sale or under the provisions of the substituted Contract of Sale and the inclusion

herein at the request of the purchaser of this Special Condition.

- (b) Pay any additional legal costs incurred by the vendor arising out of the foregoing arrangements.

9. All deposit monies paid hereunder shall be held in accordance with the provisions of the Sale of Land Act 1962 and upon the purchasers becoming entitled to a Transfer or Conveyance of the land herein sold the purchaser will immediately deliver to the vendor a written Statement acknowledging that.

10. The Purchaser hereby acknowledges that before signing this Contract or any previous Contract Note relating to this sale the vendor gave to the purchaser a Statement in writing signed by the vendor containing all the matters required by Section 32 of the Act.

11. Where more than one person is described as Vendor or Purchaser such person (including corporation or other juristic entities are herein respectively called "the vendor" and "the Purchaser") and such persons assume their obligations hereunder jointly and severally:-

- (a) One gender means the other gender and vice versa;
- (b) Singular means plural and vice versa.

12. Without limiting the vendor rights and remedies in respect of any default by the Purchaser under this Contract, if the purchaser does not deliver to the vendor or the vendor's solicitors the Transfer of the land referred to in Condition 12 of Table A at least 14 days prior to the Settlement date, the Purchaser shall be deemed to have made default in payment of the residue. The default will be deemed to commence 14 days before the settlement date and shall continue until the earlier of :

(a) the date on which the vendor has obtained execution of the Transfer of the land and is ready to effect settlement and

(b) the date being 14 days after the date on which the Transfer of the land is delivered to the vendor or the vendors solicitors.

13. Condition 9 of Table A shall include an obligation on the vendor and the purchaser to adjust any contributions to the body corporate Any rates, taxes and other apportionable outgoings which have not been separately assessed in respect of the Unit hereby sold as at the Settlement date shall be adjusted between the vendor and the purchaser in the proportion which the unit liability of the Unit hereby sold bears to the total unit liability.



## GUARANTEE

We

of

(herein after called "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 for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser(s) to the vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser(s) we will forthwith on demand by the vendor(s) pay to the vendor(s) the whole of such deposit residue or purchase money interest or other money 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 money payable under the within Contract and all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser(s). This Guarantee shall be a continuing Guarantee 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 within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by the time being 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.

AS WITNESS our hands and seals the \_\_\_\_\_ day of  
One thousand Nine Hundred and Ninety Three.

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of:- )  
Witness:



110. No. 1241  
 Detail Plan No. 1241

Drainage Plan No. 30250

PLAN OF DRAINAGE for

BY THE TRUSTEES EXORS & AGENCY CO LTD (COL ANDERSONS ESTATE)

412 Collins St Mel.

MUNICIPALITY: CITY OF FITZROY.

Reference:

- B.T. Boundary Trap
- D.T. Disconnect Trap
- G.T. Gully Trap
- G.D.T. Gully Disconnect Trap
- G.I.T. Grease Interceptor Trap
- I.T. Interceptor Trap

- R.T. Reflux Trap
- S.T. Silt Trap
- C.I.P. Cast Iron Pipe
- G.W.I.P. Galv. Wrought Iron Pipe
- S.P.D. Stoneware Pipe Drain
- I.C. Inspection Chamber
- U.T. Urinal Trap

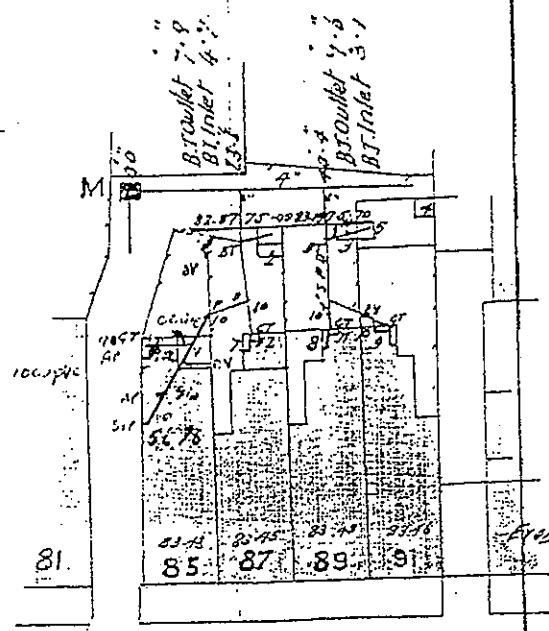
- I.O. Inspection Opening
  - E.V. Educt Vent
  - I.V. Induct Vent
  - S.V.P. Soil Vent Pipe
  - V.P. Ventilating Pipe
  - M.F. Mica Flap
- See By-Law VII.

Scale—40 ft. to 1 inch.

18-18-18

NO FL	ESTL	FEATURES
1	5	CLOSET
	6	BATH
	7	SINK
2	8	BATH
3		SINK
4		DISHWASHER TRUCK

18-12-91 PW.



1-2-3 Closets  
 4 Closet to be moved to 5  
 6-7-8-9 Baths  
 10-11-12-13 Sinks  
 G. tops to be enclosed with  
 brickwork & rendered internally,  
 with cement & taps placed over  
 same

Work carried out to plan  
 Evelyn Hotel Penny 28.8.02.

Kerr St

G.M.S.  
 29/8/02

A.M.G.  
 29.8.02

Handwritten initials and date at the bottom left corner.

Handwritten initials and date at the bottom right corner.

# PLANNING CERTIFICATE

MAIL

Number

100173

Vendor

ONSMAN AND D'EMDEN

Purchaser

ROSE MARY BRONDOLINO AND CO  
261 BRUNSWICK STREET  
FITZROY 3065

Reference

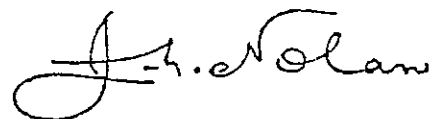
RMB LI

This certificate is issued for :  
Unit 1 85 KERR STREET  
City of FITZROY

The land is covered by the :  
FITZROY PLANNING SCHEME.

The Minister for Planning is the Responsible  
Authority issuing the Certificate.

The land :  
is included in a GENERAL INDUSTRIAL ZONE  
is within an URBAN CONSERVATION AREA 1



14 Jan 1993

*"Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.  
Copies are available from offices of the Department of Planning & Housing and the municipality shown above."*  
The above information includes all amendments, schemes and orders placed on public exhibition up  
to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the Department of Planning and Housing and  
relevant Municipal Offices.

DEPARTMENT OF PLANNING AND HOUSING



# City of Fitzroy

TOWN HALL  
FITZROY, 3065  
PHONE: 417 5037

## LAND INFORMATION CERTIFICATE

### SECTION 229 LOCAL GOVERNMENT ACT 1989

certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council.  
certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or other easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

PROPERTY REFERENCE No. 2/300/2707  
LOCATION: 85 Kerr Street, Fitzroy  
OWNER AS SHOWN IN THE RATE RECORDS: Oneman, Harry Julian & DeMden,  
N.KKI

PROPERTY VALUATIONS: EFFECTIVE DATE: 30/6/90  
GROSS VALUE: 72,000 CAPITAL IMPROVED VALUE: 132,000 NET ANNUAL VALUE: 6,600

NOTE: In accordance with Section 175(1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

### RATES AND CHARGES LEVIED

GENERAL RATE for year ending 30/9/93	Current due on <u>10/11/92</u>	<u>712.54</u>
ARRARS		
INTEREST		
PAYMENTS		<u>178.14</u>
OTHER CHARGES	STATE DEFICIT LEVY	<u>100.00</u>
TOTAL OWING		<u>634.40</u>

FLOOD LEVEL: A specified flood level pursuant to regulation 44.5, Victoria Building Regulations 1983 ~~has~~/has not been determined in respect of the above land.  
The specified level is:

There ~~are~~/are no outstanding notices or orders made under Local Government Acts 1958 and 1989 on the land served by Council which still apply as at the date of this certificate.  
Details of any notice served:

Jim Kirwan  
Delegated Officer

Certificate No. 279

ISSUE DATE: 14-1-93

APPLICANTS REFERENCE: RMB: Li

APPLICANTS Rosemary Brondolino & Co  
NAME AND 76 D... ..

# PROPERTY INQUIRY APPLICATION FORM

NOTE—If more than one certificate required, complete one form for each certificate to relevant authorities in accordance with the Property Inquiry Information sheet.

REFERENCE	CODE	DATE
MUNICIPAL PROPERTY NUMBER AS APPEARING ON		

TO (Insert Name & Address of Authority)

Certificate/Advice Requested (Give details as described on Property Inquiry Information Sheet). (t)

"URGENT"

Housing Commission Victoria  
250 Elizabeth Street  
MELBOURNE VIC 3000

15/01/93 12:55 90045622  
Fee Enclosed \$ 15.00  
TOTAL 15.00

NOTE: Generally replies will be mailed to applicant's address. However, if you wish to collect a M.M.B.W. Rate Certificate—available 3 business days after receipt of application—cross here   
If you wish to collect an M.M.B.W. S. 239G Statement—cross here

Surname Other Names Address	VENDOR RE/ ONSMAN & D'EMDEN HARRY JULIAN & NIKKI UNIT 1/85 KERR STREET FITZROY	PURCHASER TO AUCTION PURPOSE ONLY
	FULL NAME & ADDRESS OF REGISTERED PROPRIETOR IF NOT THE VENDOR NAME AND ADDRESS OF APPLICANT ROSE MARY BRONDOLINO & CO SOLICITORS 261 BRUNSWICK STREET FITZROY VIC 3065 Postcode D.X. No.	VENDOR'S SOLICITOR ROSE MARY BRONDOLINO & CO
USE BLOCK LETTERS	APPLICANT'S REFERENCE RMB:LI Total Sale Price N.A. Date Req'd 25/1/93 Auction/Settlement Date 13/2/93 Terms of Sale CASH/XXXXX Phone 419-4011 Contract No.	

DESCRIPTION OF LAND—BE PRECISE. INSUFFICIENT INFORMATION WILL RESULT IN RETURN OF APPLICATION. A PLAN (COPY OF TITLE OR SKETCH) SHOWING DIMENSIONS OF WHOLE OF PROPERTY AND DISTANCE FROM NEAREST STREET INTERSECTION MUST BE ATTACHED TO EACH FORM.

Lot No. 1	Street No. Street, Road, etc. 85 KERR STREET	Municipality FITZROY
Plan No. 011174	C.A.	C.P.
UNIT 1 or Suburb FITZROY	Postcode 9250	Section JIKA JIKA
Sited on SEE MAP ATT. (N,S/E/W) side of street commencing		Depth links/ft/metres SEE MAP ATT.
whether vacant land or nature of land (e.g. Dwelling, Factory) UNIT		Name of Directory Melway Map Reference 44A3

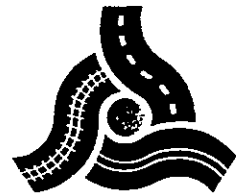
### FOR OFFICE USE ONLY

THE DIRECTOR OF HOUSING		N
I hereby Certify that at the date hereof the Director had NOT in respect of the above property:-		B
(1) served on the owner a notice;		RP
(2) taken any step; or		
(3) charged any monies under Part VII of the Housing Act, 1983.		
R A STEWART AUTHORISED OFFICER.		D
Certificate not valid unless register imprint appears hereon.		R





# vic roads



Contact: Mr Ken Kelm  
Telephone: 345 4644

Date: 18 Jan 93

ROSE MARY BRONDOLINO & CO  
Solicitor  
261 BRUNSWICK STREET  
FITZROY VIC 3065

PE112313904  
Receipt Number

Dear Enquirer,

REQUEST FOR PROPERTY INFORMATION  
YOUR REFERENCE : RMB;LI

I refer to your request for information and fee payment of \$12.10 (part of cheque), received at the Kew office on 14 January 1993, concerning the property which is located at:

1 / 85 Kerr Street, Fitzroy  
City of Fitzroy

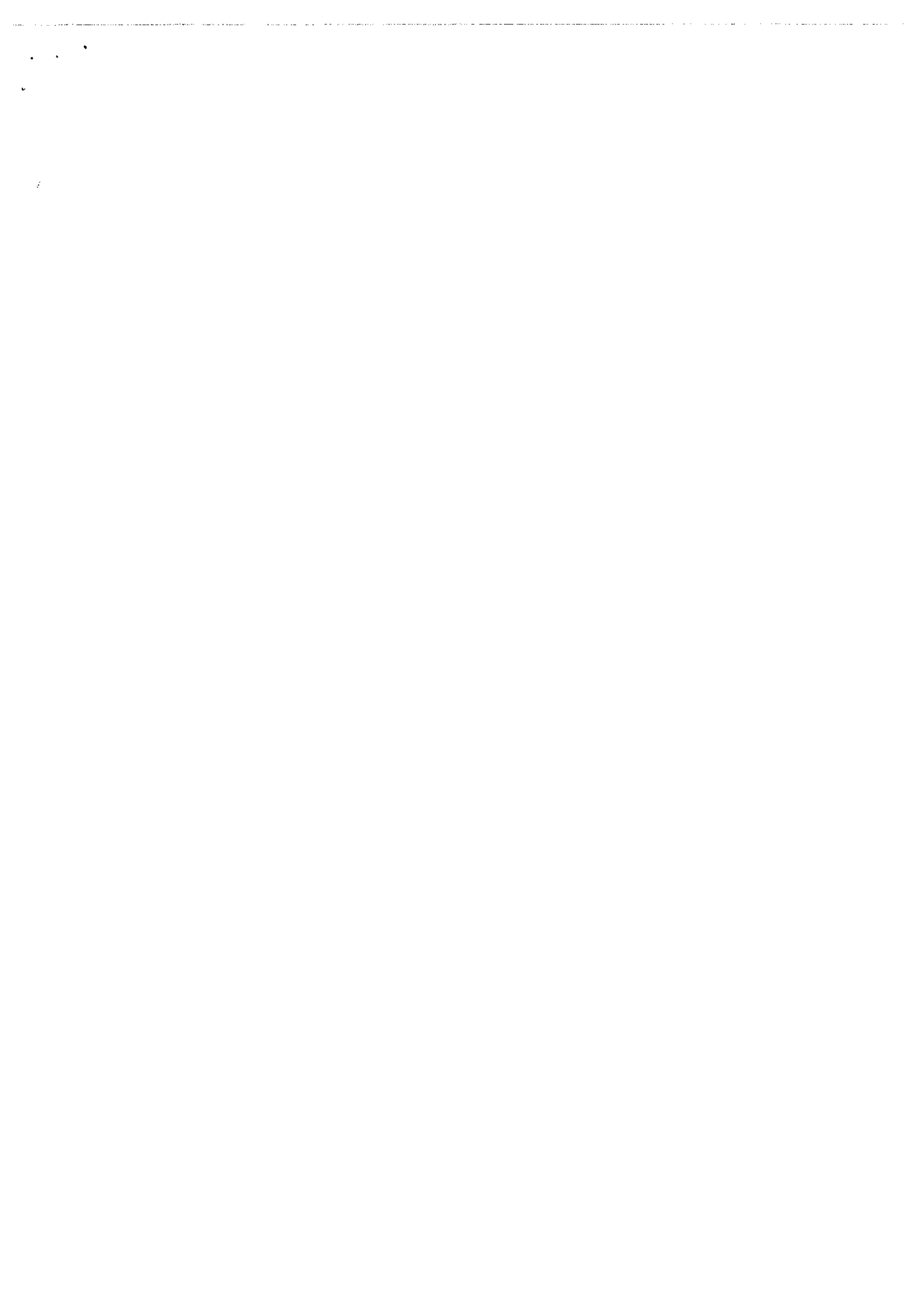
As at this date, VIC ROADS has no approved proposals requiring any portion of the subject property.

Yours faithfully

*PS Shuby*  
for

GEOFF KLOOT  
REGIONAL MANAGER - CENTRAL METROPOLITAN

11klk  
Enclosure 0



AUCTIONEERS  
REAL ESTATE AGENTS

399 RATHDOWNE STREET,  
CARLTON,  
PHONE: 347 1755

47 STATION STREET,  
MALVERN,  
PHONE: 509 9244

120 BALCOMBE ROAD,  
MENTONE,  
PHONE: 585 2306

SWORN VALUATORS  
INSURANCE AGENTS  
71 MURRUMBENA ROAD,  
MURRUMBENA,  
PHONE: 589 0718

**G. A. THOMSON & CO. PTY. LTD.**  
R.E.S.T.

D 12275

13/2/1989

Received from RALPH BLENITT

the sum of TWENTY THREE THOUSAND DOLLARS,  
being 10% DEPOSIT OF THE PURCHASE

85 KEEL ST FITZROY

*This money is received subject to owner's approval of sale and contract.*

G. A. THOMSON & CO PTY. LTD.  
Real Estate Agents Trust A/c.

per  1/11

CASH  
CHEQUE  
\$ 23000



# The Real Estate Institute of Victoria Ltd.

## NINTH SCHEDULE ESTATE AGENTS (LICENSING GENERAL ACCOUNTS AND AUDIT) REGULATIONS 1981 SECTION 51

Regulation No. 20. Form 17 (Variant No. 2), where no promise by Estate Agent exists to obtain a loan of money.

### STATEMENT BY AUCTIONEER OR ESTATE AGENT TO PURCHASER OR PERSON ON BEHALF OF PURCHASER

This statement is given by (Name of Auctioneer/Estate Agent) ..... G.A. THOMSON & CO. PTY. LTD. ....

OF ..... 393 RATHDOWNE STREET, CARLTON .....

In relation to (address or description of Real Estate or business) .....

..... UNIT 1, 85 KERR STREET, NORTH FITZROY .....

Seller/s Name/s ..... HARRY JULIAN ONSMAN & NIKKI D'EMDEN .....

Address/es ..... UNIT 1/85 KERR STREET, NORTH FITZROY .....

Purchaser/s Name/s ..... RALPH BLEWITT .....

Address/es ..... 88 WARWICK ROAD DUNGRAIG WA .....

2. No promise is made with respect to the obtaining of a loan of money for defraying wholly or in part the purchase price and any promise with respect to the obtaining of a loan of money for that purpose which may previously have been made is withdrawn.

This statement is given on the ..... 13<sup>th</sup> ..... day of ..... FEBRUARY ..... 1993 .....

..... G.A. THOMSON & CO. PTY. LTD. .... per: ..... *Nicholas S. West* .....

Signature of Auctioneer/Estate Agent  
(or person authorised in writing by Auctioneer/Estate Agent)

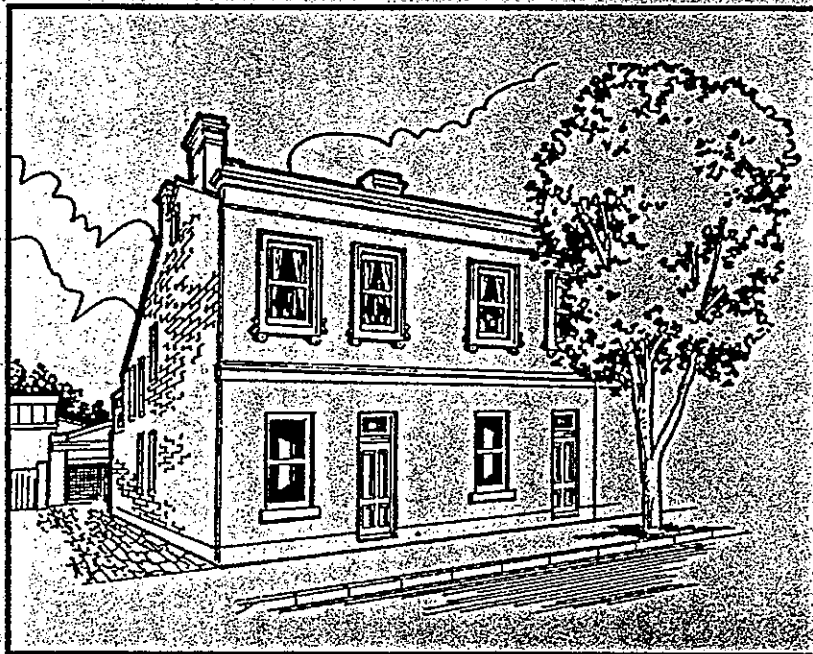
I, being the person to whom the statement is given HEREBY ACKNOWLEDGE receipt of the statement of which the above is a copy.

..... *[Signature]* .....

Signature of Purchaser  
(or person acting on the Purchaser's behalf)

# AUCTION

**FITZROY**  
**85 KERR STREET**  
**SATURDAY 13TH FEBRUARY AT 11.00 AM**



**THIS THREE STOREY THREE BEDROOM VICTORIAN TERRACE HAS BEEN TOTALLY RENOVATED TO MAXIMISE SPACE, LIGHT & STYLE WITHOUT COMPROMISING ITS TRADITIONAL FEATURES. SITUATED CLOSE TO COSMOPOLITAN BRUNSWICK STREET IT FEATURES ...**

**Ground Floor:** Formal living room (OFP), family room (OFP), kitchen/dining area overlooking charming courtyard garden, laundry/toilet.

**First Floor:** Stylish master bedroom (BIR) with north facing sundeck, superb central bathroom, second double bedroom (OFP & WIR).

**Second Floor:** Attic bedroom and storage areas.

**Additional Features:** Central heating, European appliances.

**After Hours:** Peter Stephens 419 4358    **Auctioneer:** Ross Hedditch

**NOTE:** It is important that all prospective purchasers leave their name and telephone number with our representative so that we may endeavour to contact them if the property is to be sold prior to the auction.  
Every precaution has been taken to verify the accuracy of the above details. However, prospective purchasers are advised to make their own inquiries.

# Thomson

G.A. Thomson & Co. Pty. Ltd. R.E.I.V.  
Licensed Estate Agents, Auctioneers, A.C.N.004 735 460  
393 Rathdowne Street, Carlton 3053

# VICTORIAN LAND TITLES OFFICE

## Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Law Institute of Victoria      Customer Code .....

STRONG  
Room.

This memorandum (containing 19 pages) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

### PROVISION

1. (1) (a) The Mortgagor shall pay to the Mortgagee at the time or times agreed upon from time to time between the Mortgagor and the Mortgagee and if no time or times are agreed upon then upon demand the moneys hereby secured (which expression is defined in Clause 31).
- (b) The Mortgagor shall pay to the Mortgagee on the due date described in the Schedule the amount outstanding of the principal moneys secured (which expression is defined in Clause 31).
- (c) The Mortgagor shall not save as is expressly provided herein, or as is expressly agreed between the Mortgagor and the Mortgagee in respect of any part of the moneys hereby secured, be entitled to compel the Mortgagee to accept payment of the moneys hereby secured or any part thereof prior to the due date.
- (2) The moneys hereby secured shall, if not otherwise due and payable, at the option of the Mortgagee become immediately due and payable if the Mortgagor —
  - (a) defaults in making any of the payments referred to in Clause 2, 3, 4, or 5 (as the case may be) or in the payment of any other moneys payable hereunder and such default continues for a period of seven days;
  - (b) defaults in the performance or observance of any other covenant;
  - (c) goes into liquidation or has an official manager or receiver or receiver and manager or provisional liquidator appointed or an application for winding up filed or enters into any scheme of arrangement;
  - (d) suspends payment to creditors generally or any class thereof or has execution levied against the Mortgagor which execution is not satisfied in full within seven days or if the land is sold or to be sold pursuant to any writ judgment decree or order of any Court;
  - (e) without the prior consent in writing of the Mortgagee —
    - (i) transfers sells or agrees to transfer or sell the land or any part thereof;
    - (ii) leases, grants any tenancy of or parts with the possession of or grants any licence affecting the land or any part thereof;
    - (iii) executes any further security over the land or any part thereof;
    - (iv) calls for any apportionment of the moneys hereby secured or any part thereof pursuant to the Sale of Land Act 1962;
    - (v) subdivides or agrees to subdivide the land;
    - (vi) gives any option to purchase the land or any part thereof;
    - (vii) does permits or omits to do anything whereby any charge liability or encumbrance is imposed on the land in priority to or pari passu with this security;
    - (viii) makes any claim for or receives payment of any compensation for any loss or damage suffered by the Mortgagor or any other person as the owner of or as the owner of an interest in the land in any of the circumstances referred to in Clause 31(7)(c);
    - (ix) ceases to be the trustee of any trust referred to in Clause 26; or

(Continued on reverse)

Land Titles Office Use Only

# MCP

This is a true copy of the Memorandum of Common Provisions retained by the Registrar of Titles in No. AA342



(x) transfers sells assigns leases or in any way disposes of any rights or entitlements to water on or supplied for any purpose to the land or does permits or omits to do anything whereby any such rights or entitlements are or may be prejudiced or lost;

(f) defaults in payment of any money payable under any mortgage charge or encumbrance upon the land and whether ranking in priority to this Mortgage or not;

(g) defaults in payment of any money or in the performance or observance of any other covenant contained in any other mortgage or charge securing the moneys hereby secured or any part thereof;

(h) in the course of making application to the Mortgagee for the advance supplies any information which in the opinion of the Mortgagee is incorrect in any material particular;

(i) in the course of making answers to any requisition on title or other enquiry of the Mortgagee makes any answer which in the opinion of the Mortgagee is incorrect in any material particular; or

(j) if without the prior consent in writing of the Mortgagee the holders of shares in the Mortgagee or the beneficial interest in such shares sell transfer or otherwise dispose of shares or the beneficial interest in such shares representing more than one half of the total voting power of the members of the Mortgagee whether such sale transfer or disposition takes place by one or more transactions.

(1) If in the Schedule this Mortgage is described as a "Law Institute of Victoria Standard Variable Mortgage (Interest Only)" then but not otherwise this clause shall apply.

(2) The Mortgagee shall pay to the Mortgagee interest upon the principal moneys secured or so much thereof as shall from time to time be outstanding with the rests (if any) set out in the Schedule at the higher rate set out in the Schedule, provided that if the interest payable is paid on the due date for payment thereof or within seven days thereafter and the Mortgagee is not otherwise in default hereunder the Mortgagee shall accept interest computed at the lower rate set out in the Schedule in lieu of interest at the higher rate but without prejudice to the right of the Mortgagee to require payment of interest at the higher rate for any period in respect of which any interest due has not been paid upon the due date for payment thereof or within seven days thereafter. Such interest shall be computed from the commencing date set out in the Schedule and shall be payable as set out in the Schedule.

(3) (a) The Mortgagee may from time to time increase or decrease either or both of the rates of interest payable hereunder and shall notify the Mortgagee of such increase or decrease by service on the Mortgagee of a notice in writing.

(b) The increase or decrease in a rate of interest shall come into effect on a date to be specified in the notice or on the date upon which the Mortgagee receives or is deemed to have received notification of the increase whichever is the later.

(c) Where such notice is notice of an increase in a rate of interest the Mortgagee may at any time within three months of the date of service of such notice and upon giving to the Mortgagee not less than fourteen days notice in writing redeem this Mortgage by paying to the Mortgagee the moneys hereby secured and the rate of interest applicable to such redemption in respect of the principal moneys secured shall be the rate in force prior to service of the notice of increase.

(1) If in the Schedule this Mortgage is described as a "Law Institute of Victoria Standard Single Rate Variable Mortgage (Installments)" then but not otherwise this clause shall apply.

(2) The Mortgagee shall pay to the Mortgagee interest upon the principal moneys secured or so much thereof as shall from time to time be outstanding computed from the commencing date set out in the Schedule with the rests (if any) set out in the Schedule at the single rate set out in the Schedule.

(3) (a) The Mortgagee may from time to time increase or decrease the rate of interest payable hereunder and shall notify the Mortgagee of such increase or decrease by service on the Mortgagee of a notice in writing.

(b) The increase or decrease in the rate of interest shall come into effect on a date to be specified in the notice or on the date upon which the Mortgagee receives or is deemed to have received notification of the increase whichever is the later.

(c) Where such notice is notice of an increase in the rate of interest the Mortgagee may at any time within three months of the date of service of such notice and upon giving to the Mortgagee not less than fourteen days notice in writing redeem this Mortgage by paying to the Mortgagee the moneys hereby secured and the rate of interest applicable to such redemption in respect of the principal moneys secured shall be the rate in force prior to service of the notice of increase.

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- (4) The Mortgagee shall pay to the Mortgagee instalments of principal and interest of an amount set out in the Schedule and shall be applied first in satisfaction of interest and second in satisfaction of any interest capitalised pursuant to Clause 6(2) and third in reduction of the principal moneys secured.
- (5) (a) The Mortgagee may from time to time recalculate the instalments payable pursuant to sub-clause (4) of this Clause if —
  - (i) there is any alteration of the rate of interest payable;
  - (ii) there is any further advance; or
  - (iii) any other moneys become payable.
- (b) The Mortgagee shall recalculate the instalments payable so as to ensure, as nearly as practicable, that the principal moneys secured and interest thereon will be repaid to the Mortgagee on the due date or such later date as the Mortgagee may decide upon.
- (c) The Mortgagee shall give notice in writing to the Mortgagee of such recalculation and upon receipt of such notice the Mortgagee shall pay to the Mortgagee instalments of the amount as recalculated by the Mortgagee.
- (6) If the Mortgagee pays to the Mortgagee payments in excess of those then due and the Mortgagee accepts them, those payments shall be credited to the Mortgagee's account with the Mortgagee but the Mortgagee's obligation to make any succeeding payment on the due date for payment shall not be altered.
- 4. (1) If in the Schedule this Mortgage is described as a "Law Institute of Victoria Standard Fixed Mortgage (Interest Only)" then but not otherwise this Clause shall apply.
- (2) The Mortgagee shall pay to the Mortgagee interest upon the principal moneys secured or so much thereof as shall from time to time be outstanding with the rests (if any) set out in the Schedule at the higher rate set out in the Schedule, provided that if the interest payable is paid on the due date for payment thereof or within seven days thereafter and the Mortgagee is not otherwise in default hereunder the Mortgagee shall accept interest computed at the lower rate set out in the Schedule in lieu of interest at the higher rate but without prejudice to the right of the Mortgagee to require payment of interest at the higher rate for any period in respect of which any interest due has not been paid upon the due date for payment thereof or within seven days thereafter. Such interest shall be computed from the commencing date set out in the Schedule and shall be payable as set out in the Schedule.
- 5. (1) If in the Schedule this Mortgage is described as a "Law Institute of Victoria Standard Higher and Lower Rate Variable Mortgage (Instalments)" then but not otherwise this Clause shall apply.
- (2) The Mortgagee shall pay to the Mortgagee interest upon the principal moneys secured or so much thereof as shall from time to time be outstanding computed from the commencing date set out in the Schedule, provided that if the instalments hereinafter provided for are paid on the due date for payment thereof or within seven days thereafter and the Mortgagee is not otherwise in default hereunder the Mortgagee shall accept interest computed at the lower rate set out in the Schedule in lieu of interest at the higher rate but without prejudice to the right of the Mortgagee to require payment of interest at the higher rate for any period of which any instalment payable pursuant to sub-clause (4) of this clause has not been paid upon the due date for payment thereof or within seven days thereafter.
- (3) (a) The Mortgagee may from time to time increase or decrease either or both of the rates of interest payable hereunder and shall notify the Mortgagee of such increase or decrease by service on the Mortgagee of a notice in writing.
- (b) The increase or decrease in a rate of interest shall come into effect on a date to be specified in the notice or on the date upon which the Mortgagee receives or is deemed to have received notification of the increase whichever is the later.
- (c) Where such notice is notice of an increase in a rate of interest the Mortgagee may at any time within three months of the date of service of such notice and upon giving to the Mortgagee not less than fourteen days notice in writing redeem this Mortgage by paying to the Mortgagee the moneys hereby secured and the rate of interest applicable to such redemption in respect of the principal moneys secured shall be the rate in force prior to the service of the notice of increase.
- (4) The Mortgagee shall pay to the Mortgagee instalments of principal and interest of an amount and at the intervals set out in the Schedule and those instalments shall commence on the date set out in the Schedule and shall be applied first in satisfaction of interest and second in



- (5) (a) The Mortgagee may from time to time recalculate the instalments payable pursuant to sub-clause (4) of this Clause if —
  - (i) there is any alteration of the rate of interest payable;
  - (ii) there is any further advance; or
  - (iii) any other moneys become payable.
- (b) The Mortgagee shall recalculate the instalments payable so as to ensure, as nearly as practicable, that the principal moneys secured and interest thereon will be repaid to the Mortgagee on the due date or such later date as the Mortgagee may decide upon.
- (c) The Mortgagee shall give notice in writing to the Mortgagee of such recalculation and upon receipt of such notice the Mortgagee shall pay to the Mortgagee instalments of the amount as recalculated by the Mortgagee.
- (6) If the Mortgagee pays to the Mortgagee payments in excess of those then due and the Mortgagee accepts them, those payments shall be credited to the Mortgagee's account with the Mortgagee but the Mortgagee's obligation to make any succeeding payment on the due date for payment shall not be altered.
- (7) (1) The Mortgagee hereby agrees to pay to the Mortgagee interest upon so much of the moneys hereby secured (other than the principal moneys secured) as are from time to time outstanding at the time or times and at the rate or rates agreed from time to time between the Mortgagee and the Mortgagee and in default of such agreement at the rate or rates and at the time or times at which from time to time interest is payable as herein provided in respect of the principal moneys secured.
- (2) If any interest payable hereunder is not paid by the due date for payment then without prejudice to the right of the Mortgagee to sue the Mortgagee for such unpaid interest and any other power of the Mortgagee contained in this Mortgage, the Mortgagee may if the Mortgagee thinks fit without notice to the Mortgagee treat such unpaid interest as having been capitalised and in that event such unpaid interest shall be added to and shall form part of the principal moneys secured and as such shall bear interest as provided for herein.
- (3) Unless
  - (a) the Mortgagee otherwise determines or
  - (b) express agreement to the contrary is made between the Mortgagee and the Mortgagee either in this Mortgage or otherwise
- (1) The Mortgagee is registered or entitled to be registered as the proprietor of an absolute and indefeasible title in fee simple under the Act to the whole of the land subject only to the registered encumbrances affecting the land.
- (2) Subject to the rights of any prior registered mortgage the Mortgagee shall permit the Mortgagee to have possession of every Crown Grant, Certificate of Title or other document of title to the land and each part thereof.
- (3) The Mortgagee and every other person claiming any estate or interest in the land at all times hereafter at the cost of the Mortgagee until foreclosure or sale and afterwards at the cost of the person requiring the same shall make execute and do every such instrument of assurance and thing for further or more effectually securing the rights powers and authorities of the Mortgagee so far as they relate to the land or any part thereof as the Mortgagee may reasonably require.
- (1) The Mortgagee shall pay any moneys payable and observe and perform all covenants on the part of the Mortgagee to be observed and performed
- (a) under any mortgage charge or encumbrance upon the land whether ranking in priority to this Mortgage or not; and
- (b) under any mortgage charge or encumbrance (whether collateral hereto or not) indemnity guarantee agreement or transaction on any account between the Mortgagee and the Mortgagee.
- (2) The Mortgagee may pay any moneys payable under any mortgage of the land and take a transfer of such mortgage.

- (1) (a) The Mortgagee shall insure and keep insured all buildings fences and other improvements now or hereafter erected on the land against loss or damage by fire and such other risks as the Mortgagee may from time to time require to the full value thereof as determined by the Mortgagee from time to time with an insurer for the time being authorised by the Australian Insurance Commissioner which enters into a concessions agreement with the Mortgagee whereby the insurer covenants with the Mortgagee that the insurance policy shall not be cancelled until after at least fourteen days notice of the proposed cancellation has been given to the Mortgagee.
- (b) Such insurance shall be effected in the joint names of the Mortgagee and the Mortgagee for their respective rights and interests.
- (c) The Mortgagee shall deliver the policy for such insurance to the Mortgagee on demand and shall produce on demand receipts for all premiums in respect thereof.
- (2) If any premium payable is not paid by the Mortgagee on taking out such insurance or on amount so paid shall form part of the premium the Mortgagee may pay such premium and the thereon at the rate from time to time applicable under Clause 2, 3, 4 or 5 (as the case may be) be paid by the Mortgagee to the Mortgagee on demand.
- (3) The Mortgagee shall not do or suffer to be done anything which may prejudice affect or make void or voidable any such insurance and shall not without the prior written consent of the Mortgagee introduce or permit to be introduced into or upon the land or any part thereof any goods materials or things or do or permit any acts which are or may according to the insurer with which the said buildings fences and other improvements are insured be considered hazardous or require the payment of any extra premium.
- (4) (a) If the Mortgagee or any person on the Mortgagee's behalf receives any moneys paid under any such insurance the moneys so paid shall be held in trust for the Mortgagee and shall be paid to the Mortgagee forthwith.
- (b) Any sum recovered by the Mortgagee on account of any insurance effected on the land shall be applied at the option of the Mortgagee either in or towards repayment of the moneys hereby secured or in or towards repairing or rebuilding the said buildings fences or other improvements.
- (c) Every policy of insurance whether or not it covers any other property of the Mortgagee as well as the land shall be held by the Mortgagee as further security for the moneys hereby secured.
- (5) In the event of loss or damage by fire or other cause to the said buildings fences or other improvements or injury to any worker employed by the Mortgagee in the exercise or attempted exercise of any right power authority or remedy conferred on the Mortgagee under or by virtue of this Mortgagee shall have power to make enforce settle and compromise all claims in respect of insurance or compensation and to sue for recover receive and give discharges for all insurance and compensation moneys whether the insurance is effected in the name of the Mortgagee or the Mortgagee or both and whether or not it covers other property as well as the land.
- The Mortgagee shall pay all rates taxes duties assessments sewerage connection charges levies and outgoings of every kind now or hereafter payable or charged or chargeable upon or in respect of the land or any part thereof or upon the owner or occupier or the Mortgagee in respect thereof and shall hand to the Mortgagee upon demand the receipt for every such payment.
- The Mortgagee shall pay to the Mortgagee on demand all costs (and in the case of legal costs as between a solicitor and his own client) expenses duties taxes and other moneys —
- (a) which under any rule of law or equity the Mortgagee is liable to pay in respect of or in relation to this Mortgagee;
- (b) in connection with the preparation completion stamping or registration of this Mortgagee (whether in consequence of its present terms or of variations thereto) or any additional or collateral security and any discharges thereof;
- (c) of and incidental to —
- (i) the exercise or attempted exercise of any right, power, authority or remedy conferred on the Mortgagee under or by virtue of this Mortgagee or by statute; and
- (ii) any proceedings in any court or tribunal in which the Mortgagee is involved to protect any such right, power, authority or remedy including any application for leave to intervene;
- (d) on account of any default by the Mortgagee in performance or observance of any covenant;

- (e) on account of any insurance indemnities or compensation under the Accident Compensation Act 1985 in respect of the liability of the Mortgagee to workers in or upon the land;
- (f) which the Mortgagee is liable to pay by reason of payment by the Mortgagee of the moneys hereby secured or any part thereof, or by reason of receipt by the Mortgagee, or deposit to the credit of the Mortgagee with any financial institution, of the moneys together with interest at the rate from time to time applicable under Clause 2, 3, 4, or 5 (as the case may be) upon all such moneys from their respective times of payment until payment and all such moneys shall form part of the principal moneys secured.
- (1) The Mortgagee shall from time to time well and substantially repair and keep in tenable and good and substantial repair all buildings fences or other improvements which have been or are erected or made upon the land.
- (2) Without the written consent of the Mortgagee (which consent shall not unreasonably be withheld) the Mortgagee shall not make or permit to be made any structural alteration to any of the said buildings fences or other improvements nor pull down alter or remove nor permit the same or any part thereof to be pulled down altered or removed.
- (1) The Mortgagee shall comply with all statutes ordinances local laws and by-laws and the requirements of any relevant authorities —
- (a) where the non-compliance may impose a charge or liability on the land or any part thereof or which may prejudicially affect this security;
- (b) in relation to noxious weeds vermin and insect pests
- and shall not prejudice the present zoning or any non-conforming user of the land under any planning scheme or order.
- (2) The Mortgagee shall, within fourteen days of the receipt of any notice order or proposal from any relevant authority which affects the land or any part thereof or any buildings fences or other improvements thereon, deliver to the Mortgagee a copy of such notice order or proposal.
14. The Mortgagee hereby irrevocably and by way of security appoints the Mortgagee and the Receiver and the persons deriving title under the Mortgagee and the Receiver severally the attorney of the Mortgagee for the purpose of doing either in the name of the Mortgagee or the attorney all acts and things which under any covenant ought to be done by the Mortgagee or which the Mortgagee or the Receiver is authorized or empowered to do by virtue hereof or by statute including without limiting the generality of the foregoing power —
- (a) to do any act or execute or amend any document (including this Mortgage) to enable registration thereof;
- (b) to execute and deliver on behalf of the Mortgagee a lease of the land or any part thereof for such period as the Mortgagee may think fit;
- (c) to institute proceed with or defend or compromise any legal proceedings on behalf of the Mortgagee in connection herewith and to execute and appeal from judgments;
- (d) to do any act or execute or amend any document or incur any expense which may be necessary to renew or preserve the licences referred to in clause 27 hereof.
- (1) If the Mortgagee defaults in performing or observing any covenant or agreement to be performed or observed by the Mortgagee the Mortgagee may without prejudice to any other right power authority or remedy of the Mortgagee do all things and pay all moneys necessary to make good such default to the satisfaction of the Mortgagee and any moneys so paid shall pursuant to Clause 11 form part of the principal moneys secured.
- (2) The period for which the default specified in Section 76 of the Act must continue before service of the notice referred to in that section is seven days.
- (b) The period for which default must continue after service of the notice before the power of sale given by Section 77 of the Act can be exercised is seven days.
- (3) Upon giving seven days notice (which may be contained in the same notice referred to in sub-clause (2)(a)) of its intention to exercise the power given by this sub-clause the Mortgagee may at any time after the expiration of the period referred to in sub-clause (2)(b) enter upon and take possession of the land or any part thereof and exercise and do all or any of the acts powers and authorities vested in or given to mortgagees by the Act or the Property Law Act 1958 or vested in landlords pursuant to the provisions of the Landlord and Tenant Act 1958 or the Residential Tenancies Act 1980 or the Retail Tenancies Act or by any other statutory provision or at common law or in equity and in addition thereto the Mortgagee may if it thinks fit —

- (a) manage and use the land, and pull down, rebuild, alter or add to the buildings fences and other improvements and erect or make any new improvements and do all such things as it thinks desirable for the efficient management or use of the land or for deriving an income therefrom or with a view to making the land more saleable or otherwise improving the same and carry on any business upon the land and for any such purpose may purchase plant or materials or employ or pay managers, workers, contractors and others and generally expend all such moneys and enter into such agreements as the Mortgagee thinks fit;
- (b) (i) pursuant to the Property Law Act 1958 appoint in writing such person as it thinks fit to be a receiver (herein called "the Receiver") and the Receiver shall be the agent of the Mortgagee who shall be solely responsible for his acts and defaults and for his remuneration;
- (B) may demand and recover all the income of which the Receiver is appointed Receiver in his own name or in the name of either of the Mortgagee or the Mortgagee;
- (C) may grant any lease or leases of the land or any part thereof and accept surrenders of leases and tenancies thereof;
- (D) may appoint such person or persons as the Receiver may think fit to exercise on his behalf such powers and authorities of the Receiver as the Receiver thinks fit;
- (E) shall in addition to the powers implied by law have all powers conferred on the Mortgagee hereby or by law which the Mortgagee may confer on the Receiver; and
- (F) may recover his reasonable disbursements and proper expenses and shall be paid such reasonable remuneration as shall be fixed by the Mortgagee.
- (ii) advance to the Receiver any moneys required for the purpose of enabling him to exercise fully any powers or authorities conferred on or vested in him or in connection with the carrying out of his duties;
- (c) with or without entering into possession and without the necessity of giving any previous notice of the intention of the Mortgagee to do so from time to time —
  - (i) demise all or any part of the land either with or without an option of renewal to any person for any term at such rent and subject to such covenants stipulations and conditions as the Mortgagee thinks proper and accept the surrender of any lease and make such arrangements with any lessee or occupier of the land or any part of the land on such conditions as the Mortgagee thinks proper;
  - (ii) apply for and obtain any amendment of the title to the land and do any other act deed or thing including the acquisition of other land to be consolidated or subdivided with the land which in the opinion of the Mortgagee is necessary or desirable for perfecting the title of the Mortgagee thereto or for making the land more readily saleable or more readily able to be subdivided;
  - (iii) cause to be made any surveys which in the opinion of the Mortgagee are necessary or desirable for the purpose of amending or perfecting the title of the Mortgagee to the land or making the same more readily saleable or to enable the lodgment in the Land Titles Office of a Plan of Subdivision of the land and in the name of the Mortgagee to lodge any Plan of Subdivision in the Land Titles Office;
  - (iv) do or concur in doing whatever in the opinion of the Mortgagee is necessary or desirable for the creation variation or removal of any easement or restriction (including any restrictive covenant) affecting the land;
  - (v) acquire such rights of way or drainage and other easements over any adjacent land and lay out and construct such roads and drains as are in the opinion of the Mortgagee necessary or desirable;
  - (vi) surrender to the Crown all or any part of the land and exchange with the Crown or with any person all or any part of the land for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalizing the exchange and any land so acquired shall thereupon be held by the Mortgagee as further security for the moneys hereby secured as if it were part of the land subject to this Mortgage and the power of sale and all other rights and remedies hereby or by any statute conferred on the Mortgagee shall apply to and be capable of being enforced in respect of such land;
  - (vii) sever any fixtures attached to the land and sell them apart from the land under the aforesaid power of sale;

- (viii) remove carry away and destroy or abandon or sell in such manner as the Mortgagee thinks fit any chattels found upon the land the removal carrying away destruction abandonment or sale of which the Mortgagee considers necessary or desirable for the sale of the land and the Mortgagee agrees that the Mortgagee shall not be liable as bailee of such chattels and shall indemnify the Mortgagee from and against all claims and costs arising directly or indirectly from the exercise of the said power. The Mortgagee shall account to the Mortgagee for any moneys received by the Mortgagee as a result of the exercise of the powers of the Mortgagee pursuant to this sub-clause;
- (ix) notwithstanding any other clause of this Mortgage exercise any of the powers of the Mortgagee under Parts IV and V of the Act, Parts I, II, III and IV of the Strata Titles Act 1967, Parts II, IV and VII of the Property Law Act 1958, Parts I, II, III and IV of the Cluster Titles Act 1974 and under the Subdivision Act 1988.
- (4) Any moneys expended or advanced by the Mortgagee pursuant to this clause shall form part of the principal moneys secured.
- (5) The conditions of sale may include such conditions as the Mortgagee thinks fit.
- (6) Upon any sale or lease hereunder or pursuant to any statute the land or any part thereof may at the option of the Mortgagee be sold or leased together with any other property of the Mortgagee whether real or personal under mortgage to the Mortgagee and in respect of which the power of sale or leasing has become exercisable by one contract and at one price one rent or in any other way the Mortgagee may deem expedient and the Mortgagee may appropriate such sums as may be received by such sale or lease in such manner as the Mortgagee thinks fit.
- (7) Upon the power of sale becoming exercisable the Mortgagee may sell any part of the land separately from any other part thereof and may reserve roads or other easements and may grant or surrender easements.
- (8) In applying the purchase money to arise from any sale by the Mortgagee under or by virtue of this Mortgage towards satisfaction of the moneys hereby secured the Mortgagee shall be credited only with so much of the money available for that purpose as is actually received by the Mortgagee, such credit to date from the time of such receipt.
- (9) After exercise of any powers hereby or by any statute conferred the Mortgagee may at any time before sale or after sale of the land or any part thereof suspend the further exercise of any such powers or withdraw from possession without prejudice to any further exercise of such powers and without being responsible for any loss or damage.
- (10) If after satisfaction of the moneys hereby secured any surplus moneys are payable to the Mortgagee pursuant to Section 77 of the Act such surplus shall not carry interest.
16. The Mortgagee shall permit the Mortgagee, the Receiver and any person authorised by the Mortgagee to enter upon the land and the buildings and improvements thereon at all reasonable times to inspect the state and condition thereof or for any of the purposes mentioned in Clause 15.
17. (1) The Mortgagee shall not claim the benefit of any statute or any proclamation establishing a moratorium or suspending payment of debts or reducing or fixing rates of interest or in any other way adversely affecting the rights remedies powers and authorities conferred on the Mortgagee.
- (2) All such statutes and proclamations are excluded from operation in respect of this Mortgage it being the express intention of the parties that each and every of the covenants herein contained shall be enforceable by the Mortgagee notwithstanding any legislative enactment.
18. The Mortgagee may transfer or assign this Mortgage or the benefits thereof.
19. The Mortgagee has not sold, agreed to sell, offered for sale or given any option to purchase the land.
20. (1) If the land or any part thereof is a unit on a registered plan under the Strata Titles Act 1967 or a lot on a registered cluster plan under the Cluster Titles Act 1974 or a lot on a registered plan under the Subdivision Act 1988.
- (a) the Mortgagee shall comply with and observe the obligations of the Mortgagee as an owner and member of the Body Corporate pursuant to the provisions of the Subdivision (Body Corporate) Regulations 1989 and the Rules of the Body Corporate from time to time in force and shall pay all amounts which may be demanded from time to time by the Body Corporate pursuant to the provisions of the said Regulations.
- (b) The obligations of the Mortgagee to insure as provided for in Clause 9 shall not apply so long as the Body Corporate has taken out insurance of lots and common property as provided for by Regulation 701 of the Subdivision (Body Corporate) Regulations 1989 or permitted under Regulation 704 except to the extent that insurance may be required of the Mortgagee pursuant to Section 30 (4) of the Subdivision Act 1988.

- (2) If the land or any part thereof is a stratum estate under the Act the Mortgagee shall pay all moneys payable and observe and perform all the covenants and obligations binding on the Mortgagee pursuant to the covenants and provisions of any Charge or Service Agreement relating to such stratum estate and the Memorandum and Articles of Association of the Service Company from time to time in force.
- (3) If requested by the Mortgagee the Mortgagee shall produce to the Mortgagee evidence of such payment observance and performance to the reasonable satisfaction of the Mortgagee.
- (4) Without the written consent of the Mortgagee (which consent shall not unreasonably be withheld) the Mortgagee shall not—
- (a) procure any amendment of or vote in favour of a resolution to amend the rules of the Body Corporate or the Memorandum or Articles of Association of the Service Company;
- (b) procure or permit the sale or the granting of any lease or licence of or right privilege or interest in the common property or any part thereof or the residual land or any part thereof or vote in favour of a resolution to do so; or
- (c) exercise any right power or privilege of the Mortgagee as a member of the Body Corporate or Service Company in a manner inconsistent with this Mortgage or which may be to the prejudice of the Mortgagee.
- (5) The Mortgagee shall, if requested by the Mortgagee:
- (a) give notice to the Mortgagee of all meetings of the Body Corporate or Service Company;
- (b) provide the Mortgagee with a proxy in favour of the Mortgagee or an officer employee or agent of the Mortgagee to attend speak or vote in person on the Mortgagee's behalf at a meeting or meetings of the Body Corporate;
- (c) give authority to the Body Corporate or Service Company to give to the Mortgagee any document or information which the Mortgagee would be entitled to receive from the Body Corporate.
21. (1) As further security for the moneys hereby secured the Mortgagee hereby assigns and agrees to assign to the Mortgagee all moneys which may become payable to the Mortgagee under the House Contracts Guarantee Act 1987, and the Mortgagee shall pay to the Mortgagee all moneys received by the Mortgagee under that Act.
- (2) Any moneys received by the Mortgagee pursuant to this clause may be applied in making good any defects in the buildings fences or other improvements on the land or in reduction of the moneys hereby secured.
22. If the Mortgagee or any person authorised by the Mortgagee is now constructing or shall commence to construct upon the land or if the Advance is lent to enable the construction or the repair of any buildings fences or other improvements on the land the following conditions shall apply—
- (a) The Mortgagee shall produce all necessary permits required to be obtained in connection with such construction and shall not commence such construction until such permits have been obtained and the plans and specifications have been approved by the responsible authority and the Mortgagee.
- (b) The Mortgagee shall complete all such buildings and improvements with all due speed in a workmanlike manner fit for the proposed use and in accordance with the approved plans and specifications.
- (c) The Mortgagee shall not alter the approved plans and specifications without the consent in writing of the Mortgagee.
- (d) The Mortgagee and any person authorised by the Mortgagee may at any time enter the land for the purpose of inspecting the construction of the said buildings or improvements.
- (e) (i) If in the opinion of the Mortgagee default has been made in the construction or completion of the buildings, fences or other improvements or if the power of sale has become exercisable then the Mortgagee may (but without any obligation to do so) enter into possession of the land to the exclusion of the Mortgagee.
- (ii) If the Mortgagee enters into possession of the land pursuant to sub-paragraph (i) of this paragraph then the Mortgagee may without becoming liable to the Mortgagee—
- (A) alter vary add to or amend the plans and specifications;
- (B) construct or complete the construction of the buildings or improvements;
- (C) increase or reduce the estimated cost of construction by increasing or reducing the size of the buildings, fences or other improvements;
- (D) call for and accept any tender;
- (E) employ an architect or other persons; or
- (F) use any material upon the land.

- (iii) The Mortgagee may refrain from constructing or completing the construction of the buildings, fences or other improvements and may sell the land with all buildings, fences and other improvements thereon in their then state and condition.
- (f) The Advance shall be made to the Mortgagee by the Mortgagee in such instalments as the Mortgagee may in its absolute discretion from time to time determine, having regard to the progress of the construction of the buildings, fences or other improvements towards completion and to the work remaining to be done, and any such instalment may be paid to the builder or contractor employed in the construction.
23. Before and after this Mortgage is registered —
- (a) The covenants conditions and powers implied in mortgages under the Act shall apply to this Mortgage as if included herein save insofar as they are hereby negatived amended or modified.
- (b) The covenants and powers set out in Part III of the Fourth Schedule to the Property Law Act 1958 shall be incorporated herein as if this instrument were a conveyance by way of mortgage expressed to be conveying as beneficial owner and also the powers conferred upon a mortgagee (where the mortgage is by deed or otherwise) by Division 3 of Part II of the Property Law Act 1958 shall be incorporated herein as if the same were included herein and all of such powers shall arise upon the Mortgage becoming entitled to demand payment of the moneys hereby secured (without further notice) provided that before exercising the power of sale conferred by this sub-clause the Mortgagee shall give to the Mortgagee at least seven days written notice of the Mortgagee's intention to sell and Section 103 of the Property Law Act 1958 is hereby excluded.
- (c) The powers liberties or authorities conferred or implied by this Clause shall be in augmentation of and not in derogation from any other powers liberties or authorities of the Mortgagee.
- (1) The Mortgagee attorns to and becomes tenant of the Mortgagee from week to week at a rental equal to the amount of the interest payable pursuant to Clause 2 or 4 or the instalments payable pursuant to Clause 3 or 5 as the case may be (such interest or instalments being apportioned if need be to the weekly rental periods).
- (2) Nothing in this Clause shall prevent the Mortgagee immediately (and whether or not any demand has been made for payment if the default is in due payment of money) —
- (a) from entering on and taking possession of the land;
- (b) exercising any of the powers conferred upon the Mortgagee by the provisions hereof or the provisions of any statute, and so determining the tenancy hereby created; or
- (c) from serving any of the notices provided herein or by statute and upon the expiration thereof suing to recover possession pursuant to any statute.
- (3) Neither the tenancy hereby created nor the receipt of rent shall render the Mortgagee liable as a mortgagee in possession.
25. (1) If the Mortgagee is a building society incorporated under the Building Societies Act 1986 or a corresponding prior enactment (in this clause called "the Society") and the Mortgagee is a member of the Mortgagee and the holder of a share or shares in the capital of the Society then but not otherwise this clause shall apply.
- (2) The moneys hereby secured shall, in addition to the events specified in Clause 1(2) of the Mortgage, become due and payable if the Mortgagee ceases to be a member of the Society or does not continue to hold the said shares and observe and perform all the covenants and agreements on the Mortgagee's part contained or implied herein or in the Rules.
- (3) The Mortgagee shall pay to the Society all subscriptions fines dues charges and other moneys which, pursuant to the Rules, are from time to time payable in respect of the said shares or in respect of the moneys hereby secured or for which the Mortgagee may become liable under the Rules or this Mortgage.
- (4) The Mortgagee shall observe and comply with the Rules in force from time to time notwithstanding that any provision of this Mortgage may be inconsistent with the Rules. To the extent only of such inconsistency the Mortgagee agrees that the Rules shall prevail over this Mortgage.
- (5) (a) If the Society transfers or assigns this Mortgage —
- (i) the powers of variation conferred by Clause 2, 3 or 5 (as the case may be) of this Mortgage shall be retained and continue to be exercisable by the Society and shall not be transferred or assigned to the transferee or assignee;

- (ii) for so long as any of the moneys hereby secured are outstanding the Mortgagee shall remain a member of the Society and shall continue to be bound by the Rules of the Society;
- (iii) no covenant of the Mortgagee herein contained to observe and perform the Rules and no covenant of the Mortgagee made by reference to any of the Rules shall be affected by the transfer or assignment by the Society of any interest in this Mortgage but after any such transfer or assignment for so long as any of the moneys hereby secured are outstanding the Mortgagee shall be bound by every such covenant and in every such covenant the expression "Mortgagee" shall mean the Society and none other.
- (6) (a) A liquidator of the Society may exercise all the powers of the Society under this Mortgage. (b) If the Society is dissolved and the Registrar of Building Societies cancels the registration of the Society this Clause shall no longer apply to this Mortgage.
- (7) In this Clause unless the contrary intention appears—
- (a) "Society" means the Society and its successors;
- (b) "Rules" means the Rules of the Society in force from time to time.
26. If the land is held by the Mortgagee under a trust, the Mortgagee covenants that the Mortgagee is empowered to mortgage the trust property pursuant to that trust in the manner contemplated by this Mortgage, and in relation thereto the Mortgagee represents and covenants with the Mortgagee as follows—
- (a) That full particulars of the terms of the trust have prior to execution of this Mortgage been disclosed to the Mortgagee in writing;
- (b) That the Mortgagee is the sole trustee of the trust and is not the trustee of any other trust or settlement and grants this Mortgage as such trustee bona fide for the purposes of the trust as well as granting this Mortgage in the Mortgagee's own right;
- (c) That this Mortgage will be binding not only on the Mortgagee but upon any successor of the Mortgagee as trustee of the trust, and that the Mortgagee will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the Mortgagee enters into a deed of covenant in that behalf with and to the satisfaction of the Mortgagee;
- (d) That the Mortgagee shall duly and punctually perform and observe all the duties and obligations of the Mortgagee as such trustee pursuant to the trust and shall not without the consent in writing of the Mortgagee first obtained—
- (i) resign as trustee of the trust or appoint a new or additional trustee of the trust;
- (ii) cause the trust to vest;
- (iii) distribute or appoint the whole or any part of the capital of the trust fund;
- (iv) repay any unsecured loans now or hereafter owing by the Mortgagee as trustee of the trust or in its own right or pay any interest on any such unsecured loans;
- (v) permit the Mortgagee to become disqualified from continuing to act as such trustee;
- (vi) exercise any power discretion or authority vested in the Mortgagee under the trust in any way which would reduce the value or effectiveness of this security;
- (vii) do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the trust or prejudice the right of the Mortgagee as trustee of the trust to be indemnified from the trust fund; nor
- (viii) cause or suffer any instrument constituting the trust to be varied in any respect;
- (e) That the Mortgagee shall inform the Mortgagee in writing immediately upon notice of any proposal for a change of trustee of the trust or change in the trust deed coming to the Mortgagee's attention; and
- (f) That nothing contained or implied in this Clause or in any notification given to the Mortgagee by or on behalf of the Mortgagee (whether before or after execution of this Mortgage) shall oblige or require the Mortgagee to take notice of any actual contingent or future interest of any person in or under such trust and the Mortgagee shall be entitled to exercise all of its rights powers authorities and discretions hereby conferred or implied in the same manner and to the same extent as if the Mortgagee were the sole legal and beneficial owner of the land.
- The Mortgagee hereby by way of further security for the moneys hereby secured hereby assigns to the Mortgagee the right of the Mortgagee as trustee of the trust to be indemnified from the trust fund.



27. (1) If the land or any part thereof is or is intended to be or becomes the subject matter of a licence issued pursuant to the Liquor Control Act 1987 then but not otherwise this clause shall apply. Where there is any inconsistency between this clause and any of the other provisions of this Mortgage (other than clause 30 hereof) this clause shall prevail.
- (2) In this clause unless the contrary intention appears the expressions in this clause have the meanings ascribed to them under the Liquor Control Act 1987 which Act is in this clause referred to as "the Liquor Act".
- (3) The moneys hereby secured shall at the option of the Mortgagee (in addition to the events mentioned in sub-clause 1(2) hereof) become due and payable—
- (a) if the Licence is or is liable to be revoked cancelled forfeited suspended or surrendered or shall not be renewed in accordance with the Liquor Act or if the land shall be deprived of the Licence or if in the case of a Licence intended to be granted or transferred to the Mortgagee or other intending Licensee after execution of this Mortgage the same is not granted or transferred within any period stipulated or agreed to by the Mortgagee or where no such period has been stipulated or agreed to within thirty days after the date of this Mortgage;
- (b) if the Mortgagee or the Licensee for the time being shall be convicted of any offence or offences under the Liquor Act which would cause or is liable to cause the cancellation or forfeiture of the Licence or if the Mortgagee or the Licensee shall be convicted of any offence by reason whereof the Licence would be forfeited or be liable to be forfeited; or
- (c) if the Mortgagee or the Licensee for the time being obtains any Licence or permit under the Liquor Act by fraud or false representation.
- (4) The Mortgagee shall—
- (a) pay or cause to be paid on the due date for payment thereof all fees in respect of the Licensed Premises payable under the Liquor Act and produce to the Mortgagee within fourteen days after such due date the receipts therefor;
- (b) comply with any orders or requirements under the Liquor Act in respect of the land or the Buildings accommodation services or amenities of or in respect thereto so as to make the same conform to the requirements of the Liquor Act or the Commission, and make such alterations or changes and remedy such defects or deficiencies as shall be necessary to comply with such orders or requirements;
- (c) not do or omit to do anything on or in relation to the land or Buildings the Licensed Premises the Licence or might impair or prejudice or reduce in value the Licensed Premises or the Licence or any business conducted on the land;
- (d) conduct in a proper manner in accordance with the Liquor Act the trade or business for which the Licence was granted and all other businesses lawfully carried on at the commencing date and in particular shall keep the Buildings open and used and conducted in accordance with the Liquor Act and during the hours prescribed therefor, and shall keep the Licence or other authority required by the law for the time being in force to enable such businesses to be so conducted on in and upon the land in force during the continuance of this Mortgage;
- (e) perform and observe or cause to be performed and observed during the continuance of this Mortgage all the provisions of statutes (Commonwealth or State) and all rules by-laws and regulations affecting or relating to Licensed Premises or the holders of Licences for the time being in force in the State of Victoria.
- (f) (without in any way limiting the last preceding paragraphs and save as hereinafter otherwise expressly provided) during the continuance of this Mortgage perform and observe and make every act thing and payment which is or may be required to be performed or observed on or under the provisions of any statute at least seven days prior to any date on which any such act thing or payment is so required to be performed or observed or made.
- (5) If any holder for the time being of the Licence being a natural person shall —
- (a) die;
- (b) become bankrupt or insolvent or assign the estate of such holder for the benefit of the creditors of such holder;
- (c) become a patient within the meaning of the Mental Health Act 1986 or a represented person within the meaning of the Guardianship and Administration Board Act 1986; or
- (d) become a lunatic so found;
- the Mortgagee will take all steps necessary to have the Licence endorsed pursuant to the

- provisions of the Liquor Act within twenty-one days of the happening of any of such events and upon the Licence being endorsed the Mortgagee will take all steps necessary to have the Licence transferred to some other person previously approved of in writing by the Mortgagee within two months after the date of such endorsement (should the endorsement be made upon the happening of any of such events) or within two months after the date upon which the executor or administrator or trustee shall have his name or the name of some nominee on his behalf endorsed on the Licence it being agreed by the Mortgagee that in the event of the death of the holder of the Licence application for a grant of Probate or Letters of Administration of the will or estate of such holder will be made with all due expedition after his or her death.
- (6) If the Licence shall be surrendered cancelled revoked or a renewal thereof refused or if the land shall be deprived of such Licence or for any reason cease to be Licensed Premises under or by virtue of the Liquor Act or if any bonus fine or premium is payable pursuant to any lease or tenancy of the land or any Building thereon the Mortgagee shall immediately sign and give to the Mortgagee such orders or authorities and documents as shall be necessary to enable the Mortgagee to receive payment of any compensation payable to the Mortgagee as owner occupier licensee or otherwise on account of or by reason of any such events in addition to the assignment hereinafter contained and shall immediately after the amount of such compensation has been determined in writing inform the Mortgagee of the amount thereof and such compensation when received by the Mortgagee shall be applied in or towards satisfaction of the moneys hereby secured in such order as the Mortgagee may determine and the balance (if any) shall be paid to the Mortgagee.
- (7) (a) The Mortgagee shall not without the prior consent in writing of the Mortgagee transfer sell or agree to transfer or sell or part with possession of the Licence.
- (b) No lease or tenancy or assignment of any lease or tenancy shall be granted or created in respect of the land without the consent in writing of the Mortgagee but such consent shall not be unreasonably withheld if there is not any subsisting default in the performance or observance of any covenant by the Mortgagee and if the following conditions are complied with—
- (i) the lessee or tenant shall be first approved of by the Mortgagee which approval shall not be unreasonably withheld in the case of a respectable and solvent person guaranteed by the Mortgagee;
- (ii) the rent reserved by any such lease or tenancy shall be sufficient to pay the moneys hereby secured as and when they become due;
- (iii) the Mortgagee shall consent to every lease or other document creating such tenancy and any transfer or assignment thereof by endorsing its consent thereon and (without limiting the generality of the foregoing provisions hereof) such document shall provide that upon the Mortgagee giving to the lessee or tenant for the time being notice in writing to pay to the Mortgagee the rent payable under or in respect of any such lease or tenancy the Mortgagee or the Receiver of the Mortgagee shall be substituted as lessor in lieu of the Mortgagee in every respect as if such lease or tenancy had been granted or created by the Mortgagee alone (but without the Mortgagee thereby becoming liable to discharge any obligations of the lessor other than in its absolute discretion);
- (iv) the costs of the Solicitor of the Mortgagee of and incidental to the consent of the Mortgagee shall be paid by the Mortgagee;
- and such lease or other document creating such tenancy shall be in such form as the Mortgagee's Solicitor shall reasonably approve of.
- (8) Except where the Mortgagee is the Licensee the Mortgagee shall procure every Licensee for the time being prior to the Licence being transferred to such Licensee to execute and deliver to the Mortgagee a deed containing a power of attorney giving the Mortgagee and the Receiver and the persons deriving title under the Mortgagee and the Receiver the same powers and other powers as are given by the power of attorney granted by the Mortgagee herein or such other powers and authorities as the Mortgagee may consider expedient, such power of attorney to be in the form required by the Mortgagee and to be prepared and completed at the cost of the Mortgagee.
- (9) There shall be deemed added to any other powers express or implied in the power of attorney contained in this Mortgagee the following powers granted by the Mortgagee to every attorney of the Mortgagee hereinafter appointed—
- (i) to make perform and observe all matters and things and give all notices and other documents as the attorney may consider requisite for the purpose of transferring or obtaining any renewal of any Licence in respect of the land or the Buildings to or in the name of any person whom the attorney may select;

- (ii) to prepare fill out sign and complete any forms of Notice of Application for the transfer of Licence with all such names dates and particulars as may be necessary for procuring any transfer hereby authorised of any such Licence;
- (iii) to appoint any person to be the agent of the Mortgagee or of any other holder for the time being of any Licence or of the legal representative of the Mortgagee or of any such holder to sell liquor in and carry on the business to which such Licence relates for any period lawfully permissible;
- (iv) to fill out write the name of any person the said attorney may think proper in and otherwise complete and sign any forms authorizing any person to carry on the business to which any Licence relates as such agent;
- (v) whenever any Licence is lost or destroyed or cannot be produced to do and make all such acts and payments and sign and make all such declarations and applications (including applications for dispensation from the provisions of the Liquor Act) as the attorney may consider necessary to obtain the issue or grant in the name of such person as the attorney may select of a duplicate Licence;
- (vi) to appear personally or by any Barrister or Solicitor before the Commission or any court and apply for and obtain any such transfer or renewal of or duplicate Licence as is herein referred to and to institute conduct adjourn or withdraw any such application or proceeding in respect of or of in any way affecting any Licence for or relating to the land or the Buildings or any part thereof as the attorney shall think proper;
- (vii) as the duly authorized representative of the Mortgagee under the Liquor Act to make or cause to be made any search copy or extract which such representative is entitled to make;
- (viii) to pay and incur all costs fees charges and expenses whatsoever which the attorney may consider expedient;
- (ix) to pay to the Secretary or such person entitled to receive the same all sums and fees required by the Liquor Act to be paid for or in respect of any Licence or renewal of Licence or to procure the issue or renewal of any Licence;
- (x) to receive and give a valid receipt for any certificate, licence or other document;
- (xi) to demand sue for claim receive and give receipts for all or any moneys to be received or receivable in respect of the land or any part thereof or in respect of any compensation moneys payable in respect of the land and to make and sign all claims orders deeds and documents whatsoever which the Mortgagee or the attorney may consider expedient in order to obtain payment to the Mortgagee of such compensation moneys;
- (xii) to sign execute and deliver all leases and agreements with such covenants and conditions as the attorney shall think fit and to accept surrenders of such leases of the land or any part thereof;
- (xiii) to construct or make any fences buildings or other improvements to the land and remove any fences or buildings or other improvements thereon;
- (xiv) to carry on the business now being carried on upon the land and to buy and sell such goods and things as may appear necessary for efficient carrying on of the business or for deriving or obtaining any income or return therefrom and for all such purposes to expend moneys as the attorney shall think fit;
- (xv) generally to execute perform make institute and carry through all such acts deeds documents authorities payments applications proceedings matters and things as the attorney shall think fit and the attorney may appoint remove and substitute from time to time one or more delegates for him with the same or more limited powers.
- (10) The Mortgagee as beneficial owner or as trustee as the case may be hereby—
- (a) as further security for the moneys hereby secured assigns to the Mortgagee all compensation moneys which may become payable to the Mortgagee under or by virtue of the Liquor Act for the loss of the Licence or business of the Mortgagee or otherwise in relation to the land;
- (b) covenants with the Mortgagee that the Mortgagee shall when called upon by the Mortgagee execute and deliver all such orders writings deeds and documents as shall be necessary to enable the Mortgagee to collect and get in the said compensation moneys or otherwise deal with the same as the Mortgagee thinks fit.
- (11) In the exercise of the Mortgagee's power to remedy any default of the Mortgagee the Mortgagee may at its option authorise its servants agents or architects with or without workmen and others to enter upon the land or any part thereof at any time.

28. (1) If in the Schedule there is set out and described a Guarantor or Guarantors (herein called "the Guarantor") then but not otherwise this clause shall apply.

(2) The Guarantor in consideration of the Mortgagee at the request of the Guarantor having agreed to make the Advance to the Mortgagee or both of them or otherwise having made available or agreed to make available to the Mortgagee or the Guarantor or both of them the moneys hereby secured HEREBY COVENANTS AND AGREES with the Mortgagee as follows:

(a) The Guarantor guarantees to the Mortgagee the payment of the moneys hereby secured and the performance and observance of all covenants contained in this Mortgage and on the part of the Mortgagee or the Guarantor to be performed and observed (hereinafter referred to as "the obligations").

(b) If any of the obligations are not enforceable against the Mortgagee the guarantee contained in this clause (hereinafter called "this Guarantee") shall be construed as a separate indemnity and the Guarantor hereby indemnifies the Mortgagee in respect of any failure by the Mortgagee or the Guarantor to make any payment or perform or observe any covenant contained in this Mortgage.

(c) This Guarantee and the rights or remedies of the Mortgagee against the Guarantor shall not in any way be prejudiced or affected by—

(i) any security negotiable or otherwise which may now or hereafter be held from any person (including the Mortgagee or the Guarantor) in respect of any of the obligations;

(ii) any release variation exchange renewal or modification made or any other dealing by the Mortgagee with any judgment specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by the Mortgagee in respect of any of the obligations or any agreement at any time made by the Mortgagee in its discretion with respect to all or any of such matters or any refusal or omission by the Mortgagee to complete enforce or assign any judgment specialty instrument negotiable or otherwise or other security;

(iii) any time given to the Mortgagee or the Guarantor or any other person in connection with any of the obligations or any other indulgence granted to or composition compromise or agreement made with the Mortgagee or the Guarantor whether with or without the consent of or notice to the Guarantor;

(iv) the fact that any of the moneys hereby secured may not be recoverable or that the Mortgagee or the Guarantor or any other person liable to pay such moneys may be discharged from all or any of their respective obligations to make payment for any reason other than that payment has been made;

(v) the fact that any negotiable or other instrument or security may be in circulation or outstanding;

(vi) the death bankruptcy lunacy or other incapacity or the administration in insolvency (as hereinafter defined) of any Guarantor;

(vii) the release of the Mortgagee or the Guarantor or any individual Guarantor; or (xiii) any further advance or any variation of the obligations.

(d) This Guarantee is independent of and in addition to any other guarantee or security held or to be held by the Mortgagee for all or any of the indebtedness or liability of the Mortgagee or the Guarantor and the Guarantor shall not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part thereof.

(e) This Guarantee shall continue to be binding notwithstanding that the moneys hereby secured may be assigned or transferred to another person or that this Mortgage may be assigned or transferred to another person either at the time of or subsequent to the first-mentioned assignment or transfer and the Guarantor agrees to waive each and all of his rights as Guarantor whether legal equitable statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Guarantee or which may in any way restrict the Mortgagee's rights remedies or recourse.

(f) This Guarantee shall be a continuing guarantee for the purpose of securing the payment of the whole of the moneys hereby secured and the performance of the whole of the obligations notwithstanding any part payment or part performance.

(g) In respect of—

(1) any debt or liability now owing or payable or hereafter to become owing or payable to the Guarantor by the Mortgagee or the Guarantor either under or in connection with this Guarantee or otherwise in any manner whatsoever; or

- (2) any moneys chargeable on any account or accounts against the Mortgagee or the Covenantor in favour of the Guarantor for any purpose, hereafter to be held by the Guarantor against the estate or assets of the Mortgagee or the Covenantor in any administration in competition with the Mortgagee or seek in any way to deprive the Mortgagee of any dividend or sum of money the Mortgagee may receive or be entitled to as a creditor of the Mortgagee or otherwise in respect of dealings with or concerning the Mortgagee or the Covenantor and in any administration in insolvency the Mortgagee may prove against the estate or assets of the Mortgagee or the Covenantor for any sum or sums of money which the Guarantor has paid to the Mortgagee in pursuance of this Guarantee.
- (ii) If demand is made hereunder or in the event of administration in insolvency of the Mortgagee or the Covenantor shall stand possessed of any debt or liability of the Mortgagee or the Covenantor to the Guarantor whether alone or jointly with others and any other right the Guarantor may have whether alone or held by the Guarantor whether alone or jointly with others from or on behalf of the Mortgagee or the Covenantor in trust for the Mortgagee and the Guarantor undertakes without expense to the Mortgagee to do all such things and to execute and deliver to the Mortgagee all such documents or assignments of any of the said debts liabilities rights or securities as the Mortgagee may require in order that the Mortgagee shall obtain the full benefit of such debts liabilities rights or securities.
- (iii) In respect of any such debts liabilities rights or securities as are mentioned in sub-clause (ii) the Guarantor irrevocably authorises the Mortgagee or any attorney for the time being of the Mortgagee—
  - (1) to demand sue for recover enforce and receive such debts liabilities rights or securities;
  - (2) to prove on behalf of the Guarantor in respect of any such debts liabilities rights or securities for any moneys for the time being owing by the Mortgagee or the Covenantor to the Guarantor whether alone or jointly with others or chargeable on any account by the Guarantor against the Mortgagee for any purpose in the event of the administration in insolvency of the Mortgagee;
  - (3) to agree upon any valuation of any such assets on behalf of the Guarantor;
  - (4) to demand sue for recover and receive all compositions dividends and payments in respect of such proof,
- and the Guarantor agrees that all compositions dividends and payments in respect of such proof received by the Mortgagee shall be taken and applied by the Mortgagee in the same manner as compositions dividends and payments received by the Mortgagee in respect of any moneys for which the Mortgagee is indebted or liable on the Mortgagee or for which the Mortgagee or the Covenantor is chargeable on any account or accounts by the Mortgagee for any purpose as aforesaid but shall not discharge or diminish the liabilities of the Guarantor, and the Guarantor undertakes without expense to the Mortgagee to do all things and execute and deliver to the Mortgagee all such documents as the Mortgagee may require for the purpose of obtaining the full benefit of this Clause.
- (iv) In this Clause "administration in insolvency" includes any bankruptcy, winding up (voluntary or compulsory) provisional liquidation, official management, composition arrangement with or assignment for the benefit of creditors or any class thereof and any administration in equity or otherwise of the estate or assets in whole or in part of the Mortgagee or the Guarantor.
- (v) The Guarantor shall pay to the Mortgagee all sums of money received by the Mortgagee for the credit of any account of the Mortgagee or the Covenantor and for which the Mortgagee, in any administration in insolvency of the Mortgagee or the Covenantor, is obliged to account, or in its discretion may account, to any liquidator official manager or other person.
- (h) (i) where there are two or more Guarantors the covenants and agreements on their part herein contained shall bind them jointly and each of them severally and "the Guarantor" shall include each of them.
- (ii) The liability of any person by whom this Guarantee has been executed shall not be affected by
  - (a) any other person failing to execute this Guarantee or failing or ceasing to be bound by it;

stamping and enforcement of any guarantee of this Mortgage; at the Office of Titles or not) and the costs of and incidental to the preparation execution of the Mortgage Register and Nominee Company Rules 1977 made pursuant to the Legal Profession Practice Act 1958 in relation to any variation of mortgage (whether registered or not) and the costs of and incidental to the preparation execution of this Mortgage;

- (d) "costs" includes the costs of the Mortgagee's Solicitor in complying with the requirements of them and their respective executors administrators successors assigns and transferees;
- (c) "Covenantor" means the covenantor and the executors administrators successors assigns and transferees of the Covenantor and, where there is more than one covenantor, each of them and their respective executors administrators successors assigns and transferees;
- (b) "Advance" means the amount of the advance set out in the Schedule;
- (a) "Act" means the Transfer of Land Act 1958;

- (1) In this Mortgage, unless the contrary intention appears—
  - (7) It is agreed and declared that the provisions of this clause are overriding provisions and every other provision contained in this Mortgage (including any special conditions incorporated herein and the Rules referred to in Clause 25) shall be construed and interpreted subject to the provisions of this clause and if necessary to avoid conflict between the provisions of this Mortgage and the provisions of the Credit Act 1984 the provisions of this Mortgage shall be read down or modified so far as is necessary to avoid such conflict.
  - (6) Where the Credit Act 1984 precludes the exercise of any right under this Mortgage by the Mortgagee unless or until a period of notice has been given by the Mortgagee to the Guarantor or the Guarantor shall not be entitled to exercise that right until it has given notice to the Mortgagee or the Guarantor pursuant to that Act and the minimum period of notice prescribed pursuant to that Act has expired.
  - (5) The obligations of the Mortgagee under this Mortgage with respect to insurance of the land shall not exceed in nature, extent or otherwise the obligations which the Mortgagee may impose upon the Mortgagee pursuant to the Credit Act 1984.
  - (4) The Guarantor is not liable in respect of the regulated contract secured by this Mortgage for an amount exceeding the sum of the amount for which the Mortgagee is liable under the regulated contract and the reasonable costs of and incidental to enforcing the guarantee and the Guarantor shall have the right of discharge contained in Section 143 of the Credit Act 1984.
  - (3) If the Mortgagee defaults in the observance or performance of its obligations under this Mortgage and the Mortgagee exercises any right arising from that default the liability of the Mortgagee shall be limited to the reasonable amount reasonably incurred or expended by the Mortgagee in the exercise of that right.
  - (2) Nothing in this Mortgage shall be construed as excluding modifying or restricting any of the rights, powers or duties of the Mortgagee, the Covenantor, the Mortgagee or the Guarantor which are conferred or imposed by the Credit Act 1984.
  - (1) This clause shall apply if this Mortgage is or becomes a Regulated Mortgage to which Part IV of the Credit Act 1984 applies.
- 30. (1) Where there are two or more Covenantors the obligations on their part shall be binding on them jointly and each of them severally.
  - (4) Nothing in this clause shall prejudice or affect in any way the liability of the Mortgagee to perform and observe the obligations or the rights of the Mortgagee against the Mortgagee under this Mortgage.
  - (3) Nothing in this clause shall prejudice or affect in any way the liability of the Mortgagee to perform and observe the obligations or the rights of the Mortgagee against the Mortgagee under this Mortgage.
  - (2) The Covenantor in consideration of the Mortgagee at the request of the Covenantor having agreed to make the Advance to the Mortgagee or both of them or otherwise having made or agreed to make available to the Mortgagee or the Mortgagee or both of them the moneys hereby secured covenants with the Mortgagee to perform and observe all covenants contained in this Mortgage and on the part of the Mortgagee to be performed and observed (hereinafter referred to as "the obligations") as if in this Mortgage the whole of the obligations were repeated and set out at length in this clause with the expression "Covenantor" substituted for the expression "Mortgagee" wherever the latter expression appears.
- 29. (1) If in the Schedule there is set out and described a Covenantor or Covenantors (herein called "the Covenantor") then but not otherwise this clause shall apply.
  - (d) the Mortgagee or the Covenantor not being liable to pay the moneys secured for any reason whatsoever including (but without limiting the generality of the foregoing) incapacity.
  - (c) the death bankruptcy or winding up of any other person; or
  - (b) any other person being incapable of giving this Guarantee;

- (e) "land" means the land described in the Schedule and includes every part thereof and also includes any other land intended to be secured pursuant to this Mortgage;
- (f) "moneys hereby secured" means the principal moneys secured and each and all sums of money in which the Mortgagee may now or hereafter be indebted or liable or contingently indebted or liable to the Mortgagee in any manner or on any account whatever including interest, whether capitalised as provided in Clause 6(2) or not, except such moneys (if any) as the parties in writing agree do not form part of the moneys hereby secured;
- (g) "Mortgagee" means the Mortgagee and includes the executors administrators successors assigns and transferees of the Mortgagee;
- (h) "Mortgagor" means the Mortgagor and includes the executors administrators successors assigns and transferees of the Mortgagor and, where there is more than one Mortgagor, each of them and their respective executors administrators successors assigns and transferees;
- (i) "person" includes a corporation;
- (j) "Plan of Subdivision" includes a Plan of Strata Subdivision, a Plan of Cluster Subdivision, a Plan of Redevelopment of a Strata Subdivision, a Plan of Redevelopment of a Cluster Subdivision, a cancellation of a Plan of Subdivision, a Resubdivision, a Plan of Consolidation and a Plan of creation, variation or removal of an easement or restriction;
- (k) "principal moneys secured" means
- (l) the Advance;
- (m) any further advances made by the Mortgagee to the Mortgagor (in the discretion of the Mortgagee) as part of the principal moneys secured;
- (n) all other moneys payable by the Mortgagor to the Mortgagee which pursuant to the terms of this Mortgage are to be part of the principal moneys secured;
- (o) references to statutes or regulations or any section or clause thereof shall include all statutes or clauses referred to;
- (p) "statute" includes any regulations made pursuant to that statute;
- (q) "this Mortgage" means this Mortgage and includes any extension or variation of this Mortgage and includes this Memorandum of Common Provisions as added to and amended from time to time;
- (r) "the Receiver" has the meaning given by Clause 15 (3)(b); and
- (s) words importing the singular number or plural number shall include the plural number and singular number respectively and words importing one gender shall include any other gender.
- (2) Whenever reference is made to a covenant such reference shall be deemed to include all covenants warranties agreements conditions and provisions herein expressed or implied by virtue of any statute for the time being in force or howsoever otherwise and to the extent (if any) that the provisions implied herein by any statute now or hereafter in force are inconsistent with any of the covenants herein contained then the covenants herein contained shall prevail to the extent of such inconsistency so far as the statute permits and the statutory provisions are modified accordingly.
- (3) Where there are two or more Mortgagors the covenants on their part herein contained shall bind them jointly and each of them severally.
- (4) All payments required or permitted to be made to the Mortgagee hereunder shall be made—
- (a) at the address of the Mortgagee set out in the Schedule or at such other address or into such bank account as the Mortgagee may from time to time direct in writing and if required by the Mortgagee the Mortgagor shall make such payment by order upon the Mortgagor's bank; and
- (b) in Australian currency.
- (5) All powers rights remedies and authorities conferred upon the Mortgagee may be exercised on behalf of and in the name of the Mortgagee from time to time by any of its solicitors directors secretaries managers or other officers from time to time authorised by it so to act either generally or in a particular case.
- (6) Neither the taking of this Mortgage nor anything contained herein shall be held to merge discharge postpone or otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of any of the moneys hereby secured nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and this Mortgage shall be a continuing security

notwithstanding any settlement of account or any other matter or thing whatsoever until a final discharge hereof shall have been given to the Mortgagee.

- (7) (a) If the land is resumed or acquired by any authority having power to resume or acquire the same, the Mortgagee will join with the Mortgagee in making claim for all moneys which may become payable by way of purchase moneys, compensation or otherwise in respect of the land.
- (b) The Mortgagee shall not without the consent in writing of the Mortgagee agree or compromise the amount of purchase moneys or compensation payable in respect of such resumption or acquisition or execute any releases therefor.
- (c) If the Mortgagee or any person on the Mortgagee's behalf receives any moneys paid by any governmental or other authority as compensation for or otherwise in respect of any loss or damage suffered by the Mortgagee or any other person as the owner of an interest in the land —
- (i) by or as a result of the operation of any planning scheme or amendment to a planning scheme made by or existing under the provisions of the Planning and Environment Act 1987 or the grant of any permit thereunder;
- (ii) by or as a result of the exercise by any governmental or other authority of any power under any statute or of any other power; or
- (iii) by reason of or as a result of some right to such compensation having arisen;

and no part of the land has been purchased or acquired by the person by or on whose behalf such payment has been made then and in any such event any such compensation moneys so paid shall be held in trust for the Mortgagee and shall be paid to the Mortgagee forthwith.

- (d) Paragraphs (a), (b) and (c) of this sub-Clause shall not apply where the amount of purchase moneys or compensation exceeds the moneys hereby secured and the Mortgagee directs the authority to pay the moneys hereby secured to the Mortgagee out of the purchase moneys or compensation payable by the authority.

- (8) A party to this Mortgagee may give any notice to any other party by posting the notice by prepaid post to the address of that party set out in the Schedule or such other address as been received three days after the date on which it was posted.
- (9) If any provision of this Mortgagee or any part or parts thereof are invalid pursuant to any statute or rule of law, then such provision or part or parts thereof are deemed to be omitted from this Mortgagee without affecting the legality of the remaining provisions.

- (10) A certificate purporting to be signed by the Mortgagee or by any of its solicitors, directors, secretaries, managers or other duly authorised officers stating all or any of the following matters, facts or things —

- (a) the moneys hereby secured or the principal moneys secured at any date;
- (b) the date of making default in performing or observing any covenant or agreement to be observed by the Mortgagee;
- (c) whether such default has continued between specified dates;
- (d) anything else relevant to the establishment of any right or remedy of the Mortgagee or of the liability of the Mortgagee;
- (e) as to any sum payable pursuant to the Guarantee contained in Clause 29 as at the date set out in such certificate

shall be prima facie evidence of such matter, fact or thing stated in such certificate.

- (11) Notwithstanding any rule of law or equity to the contrary —

- (i) no indulgence granted by the Mortgagee to the Mortgagee or failure of the Mortgagee to take action in respect of any breach or default in the performance by the Mortgagee of the Mortgagee's obligations hereunder shall constitute a waiver of all or any of the provisions of this Mortgagee with respect to any subsequent or continuing breach or default;
- (ii) the failure of the Mortgagee to exercise any power or discretion given to it by this Mortgagee shall not, unless agreed by the Mortgagee in writing, constitute a waiver by the Mortgagee of the right of the Mortgagee at any time thereafter to require the Mortgagee to comply strictly with the provisions of this Mortgagee.

