

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

**VENDOR: ZEQING FAN (ABN 84 695 178 302)**

**PROPERTY: Suite 1112, Level 11, 401 Docklands Drive, DOCKLANDS VIC 3008**

**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 availability (and cost) of providing any essential services not connected to the property.

The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the date specified in the contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- (a) all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) interest payable by the Vendor under any existing Mortgage over the Property calculated from the Due Date;
- (c) accommodation expenses necessarily incurred by the Vendor.
- (d) legal costs and expenses as between the Vendor's solicitor and the Vendor; and
- (e) penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

Details must be attached where necessary, if insufficient space is available.

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 the Title documents.**

1.2 Particulars of any existing failure to comply with their terms are as follows:-

**The Vendor is not aware of any existing failure to comply, however underground electricity cables, sewers, drains, and water pipes may be laid outside registered easements.**

2. **PLANNING & ROAD ACCESS** - Information concerning any planning instrument -  
Is contained in the attached certificates.

Is as follows -

- |     |                       |                                   |
|-----|-----------------------|-----------------------------------|
| 2.1 | Name:                 | <b>Melbourne Planning Schemes</b> |
| 2.2 | Responsible Authority | <b>City of Melbourne</b>          |
| 2.3 | Zoning/Reservation    | <b>Docklands Zone 1</b>           |

**There is access to the Property by road.**

3. **OUTGOINGS AND 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 -

City of Melbourne	\$1,200.00 approx 01/07/2007 to 30/06/2008
City West Water	\$130.00 approx 01/07/2007 to 30/06/2008
Body Corporate Charges	\$870.60 approx for period from 1/03/2008 to 31/05/2008

4. SERVICES: Information concerning the supply of the following services:

	<b>Service</b>	<b>Status</b>	<b>Name of</b>
4.1	Electricity	Available but not connected	Local supplier
4.2	Gas	Not available	
4.3	Water	Available but not connected	City West Water
4.4	Sewerage	Available but not connected	City West Water
4.5	Telephone	Available but not connected	Telstra or other Tele Co.

**Some or all of the above services may be disconnected by the Vendor following settlement in which case the purchaser will become liable to pay connection fees pursuant to the conditions that may be imposed by the relevant authorities.**

5. BUILDING APPROVALS AND INSURANCE

5.1. Particulars of any building approval granted in the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the Property includes a residence) -

\* **Not applicable.**

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

\* **Not applicable.**

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

\* **Not applicable.**

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 are as follows -

- 6.1. affecting the Body Corporate and any liabilities (whether contingent, proposed or other wise) 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 -

**There are no other notices or orders to the vendors' knowledge; however the vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless they are communicated to the vendor.**

7. SMOKE ALARMS - The Purchaser is to note that all dwellings and/or units are required to be fitted with self contained smoke alarms in accordance with Regulation 5.14 of the Building Regulations 1994.

8. TITLE - Attached are copies of the following documents concerning the title -

**Certificate of Title Volume 11014 Folio 047**

9. **This Sale is subject to Special Conditions attached.**

**DATE OF THIS STATEMENT: / /2008**

Signatures of the Vendor: .....

**ZEQING FAN**

THE PURCHASER(S) HEREBY ACKNOWLEDGES BEING GIVEN A DUPLICATE OF THIS STATEMENT SIGNED BY THE VENDOR BEFORE THE PURCHASER SIGNED ANY CONTRACT.

DATE OF THIS ACKNOWLEDGMENT: / /2008

Signature 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.

## **SPECIAL CONDITIONS**

### **1. PURCHASERS BOUND JOINTLY AND SEVERALLY**

If there is more than one Purchaser the agreements and obligations of the Purchasers under this Contract shall bind them jointly and each of them severally.

### **2. ACKNOWLEDGEMENTS**

The Purchaser acknowledges being given a copy of the Vendor's statement made by the Vendor containing the particulars required by Section 32 of the Sale of Land Act 1962 before signing any contract, agreement or document in relation to this sale.

### **3. IDENTITY OF LAND**

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described by this Contract. The Purchaser shall not make any requisition or claim any compensation for any alleged mis-description 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 Table A in the Seventh Schedule to the Transfer of Land Act 1958 shall not apply to this contract.

### **4. PLANNING**

The Purchaser buys the land subject to any restrictions imposed by the planning scheme affecting the property and any other planning controls relating to the property.

### **5. ENTIRE AGREEMENT**

The parties agree and declare that there are no conditions, warranties or other terms affecting the sale other than those embodied in this Contract and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or the Agent except such as are made conditions of this Contract.

### **6. ADDITIONAL CONSEQUENCES OF DEFAULT**

Without prejudice to any other rights of the Vendor pursuant to this Contract, the Purchaser shall pay compensation for any reasonably foreseeable loss which may be incurred by the Vendor due to any default by the Purchaser under this Contract and the Purchaser shall not be deemed to have remedied such default until such compensation has been paid by the Purchaser to the Vendor. The Purchaser agrees that the following shall be deemed "reasonably foreseeable loss" for the purposes of general condition 7(a) of this Contract:-

- (a) interest, charges and any other expenses incurred by or payable by the Vendor under any mortgage, charge or other encumbrance over the property calculated as from the settlement date;

- (b) all legal costs and expenses of whatever nature incurred by the Vendor on a Solicitor/Client basis;
- (c) any other expenses reasonably incurred by or payable by the Vendor as a result of any delay in completion by the Vendor of the Vendor's purchase of any other property including, but not limited to, the cost of obtaining bridging finance, interest, legal fees, charges and other associated expenses.

## 7. **CONDITION OF PROPERTY**

The Purchaser acknowledges that:-

- (a) the Purchaser has inspected the property and purchases the property in its state of repair and condition (including but not limited to any deficiency which may require reinstatement or replacement) as at the date of sale; and
- (b) the Vendor makes no warranty that the improvements erected on the land or any alterations or additions thereto comply with the Victorian Building Regulations 1983 or the requirements of the municipality thereunder

and the Purchaser shall not make any objection, requisition or claim any compensation or refuse or delay payment of the balance of the purchase moneys by reason of such condition or state of repair of the property or any non compliance with the regulations.

## 8. **NOMINATION OF ADDITIONAL/SUBSTITUTE PURCHASER**

8.1 The Purchasers' may not nominate a substitute or additional Purchaser pursuant to general condition 5 ("the nominated purchaser") unless it has delivered to the Vendor's solicitors not less than 14 days prior to the settlement date:-

- (a) an executed form of nomination;
- (b) a copy of a statutory declaration completed by or on behalf of the Purchaser in a form acceptable to the Commissioner of State Revenue as to the nomination of the nominated purchaser; and
- (c) if the nominated purchaser is a company, an executed guarantee by the directors of the nominated purchaser in accordance with special condition 9 of this contract.

8.2 Upon the nomination of the nominated purchaser, all moneys previously paid by the Purchaser under this contract are deemed to have been paid by the nominated purchaser and the nominated purchaser is deemed to have accepted title.

## 9. **GUARANTEE**

9.1 If the Purchaser under this Contract or any substitute contract is or includes a company not being a company listed on an Australian Stock Exchange, the Purchaser shall upon the request of the Vendor procure the execution of a guarantee in the form of the guarantee annexed to this Contract of the performance of this Contract by each of the directors of any such company within 7 days after the date of the Vendor's request. The person who signs

this Contract shall nevertheless remain liable for the performance of the obligations of the Purchaser under this Contract and hereby indemnifies the Vendor accordingly.

- 9.2 The failure by any person required under this Contract to execute a guarantee within the time stipulated shall entitle the Vendor to rescind this Contract forthwith by written notice in that regard to the Purchaser. Time shall be of the essence of this special condition.

## **10. STAMP DUTY INDEMNITY**

The Purchaser shall keep the Vendor indemnified at all times against all liabilities, claims, proceedings and penalties whatever under the Duties Act 1958 relating to this Contract, any substitute Contract of Sale and the Instrument of Transfer or Conveyance of the Property or any one or more of them.

## **11. STAMP DUTY — PURCHASERS BUYING UNEQUAL INTERESTS**

- 11.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 11.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioners against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **12. AUCTION CONDITIONS**

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedule 1 to the *Sale of Land Regulations 2003* or any rules prescribed by regulation which modify or replace those Rules.

## **13. NON MERGER OF OBLIGATIONS ON COMPLETION**

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this Contract shall not merge with any conveyance, transfer or assignment or registration of any of the foregoing.

## **14. GST**

### **14.1 Price is a GST Exclusive Price**

The Price expressed in this contract: Is a GST exclusive price.

## 14.2 Interpretation

In this contract, "price" has its ordinary meaning and not the special meaning given to it in the GST Act. In this special condition:

"GST" means GST within the meaning of the GST Act;

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended); and except where the contrary intention appears, expressions used in this special condition and in the GST Act have the same meanings as when used in the GST Act.

## 14.3 No application of margin scheme

The Vendor must not apply the margin scheme to the supply of real property made under this contract.

## 14.4 Reimbursements

If this contract requires a party to pay an amount in respect of an expense or liability ("reimbursable expense") incurred by the other party ("payee") to a third party, the reimbursable expense must be net of any input tax credit to which the payee is entitled in relation to it.

## 14.5 Payment of GST

The party liable to pay for a taxable supply made under this contract must also pay the amount of any GST payable in respect of the taxable supply on the date on which payment for the taxable supply is due. However, in the case of the supply of the real property and chattels, if the Vendor is required to include GST in respect of the supply in a GST return for a tax period which ends on a date that is earlier than the settlement date, then the Purchaser must pay the GST payable in respect of the supply on that earlier date.

## 14.6 Tax invoice

A party is not obliged under Special Condition 45.5 to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

## 14.7 No merger

This special condition does not merge in the completion of this contract or the transfer of the real property supplied.

## View Certificate

Page 1 of 1

Certificate type: titles Matter: mab1112

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REGISTER SEARCH STATEMENT Land Victoria

Security no : 124025040672G

Volume 11014 Folio 047  
Produced 18/02/2008 11:34 am

## LAND DESCRIPTION

Lot 1112 on Plan of Subdivision 523477E.  
PARENT TITLE Volume 10920 Folio 401  
Created by instrument PS523477E 13/06/2007

## REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ZEQING FAN of 21 KURRAJONG AVENUE GLEN WAVERLEY VIC 3150  
AF243213L 01/08/2007

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF243214J 01/08/2007  
WESTPAC BANKING CORPORATION

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

## DIAGRAM LOCATION

SEE PS523477E FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

The following information is provided for customer information only.


## OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS523477E  
OWNERS CORPORATION 2 PLAN NO. PS523477E  
OWNERS CORPORATION 3 PLAN NO. PS523477E

STATEMENT END



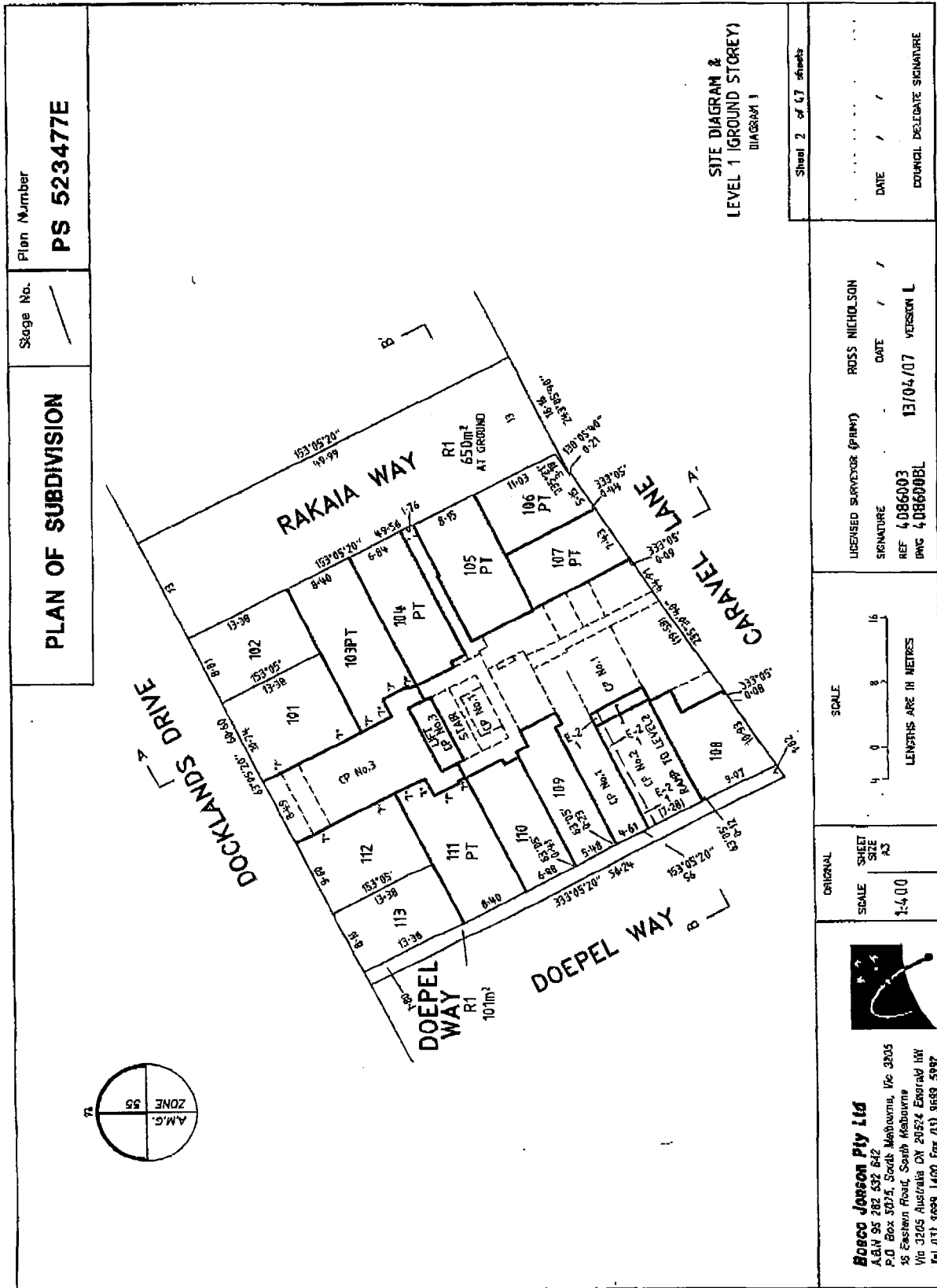
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<b>PLAN OF SUBDIVISION</b>			Stage No.	LR use only <b>EDITION</b>	Plan Number <b>PS 523477E</b>
Parish: <b>MELBOURNE NORTH</b>  Township: --- Section: --- Crown Allotment: --- Crown Portion: ---  Title Reference: <b>VOL 10920 FOL 401</b>  Last Plan Reference: <b>LOT 11 ON PS 523476G</b> Postal Address: <b>397-407 DOCKLANDS DRIVE</b> (at time of subdivision) <b>32-44 CARAVEL LANE</b> <b>2-12 DOEPEL WAY</b> <b>DOCKLANDS</b> MGA Co-ordinates <b>E 318680 Zone: 55</b> (of approx. centre of land in plan) <b>N 5812800</b>			<b>Council Certification and Endorsement</b> Council Name: <b>Victorian Urban Development Authority Ref: 570K/3/120(3394)</b> 1. This plan is certified under section 8 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 8</del> 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 <del>has</del> has not been made, (ii) The requirement has been satisfied. (iii) The requirement to be satisfied in Stage.....  Council Delegate <del>Council Seal</del> Date <b>16 / 4 / 7</b>  Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate Council Seal Date / /		
<b>Vesting of Roads and/or Reserves</b> Identifier <b>Council/Body/Person</b>			<b>Notations</b> Staging <b>This is/ is not a staged subdivision</b> Planning Permit No. <b>57DOCK/3/120</b>		
<b>OTHER PURPOSE OF PLAN</b> REMOVE EASEMENT E-1 ON PS 523476G  <b>GROUNDS FOR REMOVAL</b> Victorian Urban Development Authority Planning Permit No. <b>57DOCK/3/120</b>  CP No.1 - COMMON PROPERTY No.1 CP No.2 - COMMON PROPERTY No.2 CP No.3 - COMMON PROPERTY No.3 ----- DENOTES BUILDING STRUCTURE - - - - - DENOTES EASEMENT C or G - CHANGE OF GRADE B - BALCONY P - PROJECTION			<b>Depth Limitation 100 METRES BELOW SURFACE</b> BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE : BOUNDARIES BETWEEN LOTS & COMMON PROPERTY No.1 AND THOSE BOUNDARIES MARKED "I"  MEDIAN BOUNDARIES BETWEEN LOTS EXTERIOR FACE BOUNDARIES BETWEEN LOTS & COMMON PROPERTY No.3 UNLESS OTHERWISE NOTED  CP No.1 IS ALL THE LAND IN THE PLAN EXCEPT ALL THE LOTS AND ROAD R-1 ON THIS PLAN AND COMMON PROPERTY No.2 AND COMMON PROPERTY No.3. ALL STRUCTURAL COLUMNS, WALLS, SLABS AND BEAMS AND DUCTS WHETHER OR NOT SHOWN ON THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1 UNLESS OTHERWISE NOTED.  Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) -- In Proclaimed Survey Area No. --		
<b>Easement Information</b> Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)			<b>LR use only</b> Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date <b>13 / 6 / 17</b>		
Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.			<b>LR use only</b> PLAN REGISTERED TIME <b>4:16</b> DATE <b>13 / 6 / 17</b> <i>[Signature]</i> Assistant Registrar of Titles Sheet 1 of 47 sheets		
Subject Land E-1 E-2	Purpose WAY - FOR MAINTENANCE PURPOSES LIMITED IN HEIGHT AND DEPTH (SEE SECTION A-A' & B-B') (SEE LEVEL 0)  WAY - FOR BICYCLE PURPOSES BETWEEN THE TIME OF 7 AM AND 9 PM LIMITED IN HEIGHT AND DEPTH TO BETWEEN THE RELEVANT SLAB AND 2-m ABOVE THE RELEVANT SLAB	Width (metres) SEE DIAG SEE DIAG	Origin THIS PLAN THIS PLAN	Land Benefited/In Favour Of LOTS ON THIS PLAN COMMON PROPERTY No.3	COUNCIL DELEGATE SIGNATURE Original sheet size A3
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 6075, South Melbourne, Vic 3205 18 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992			LICENSED SURVEYOR (PRINT) <b>ROSS NICHOLSON</b> SIGNATURE ..... DATE <b>13 / 4 / 7</b> REF <b>4086003</b> 13/04/07 VERSION <b>L</b> DWG <b>4086008L</b>		DATE <b>16 / 4 / 7</b>

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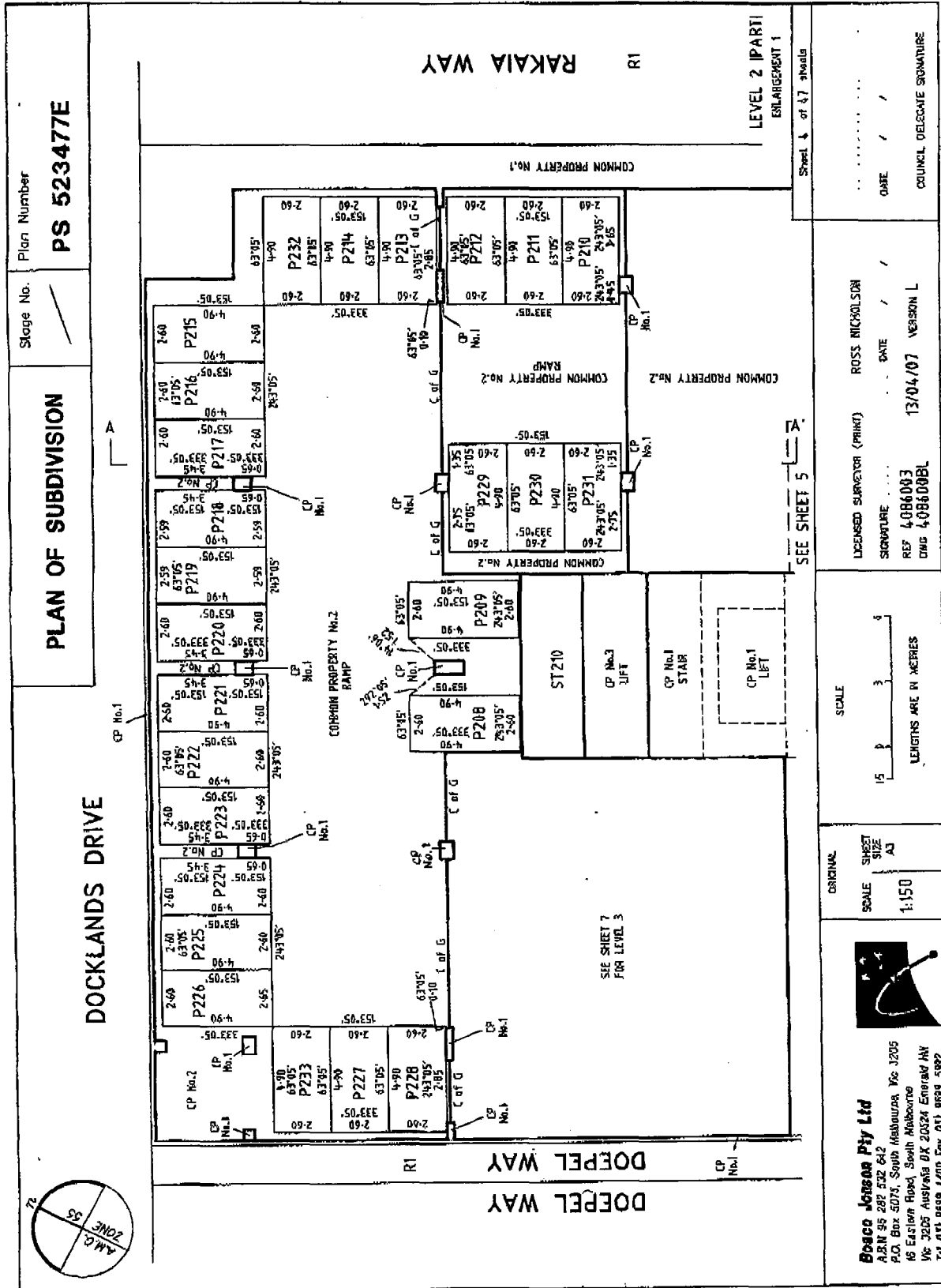




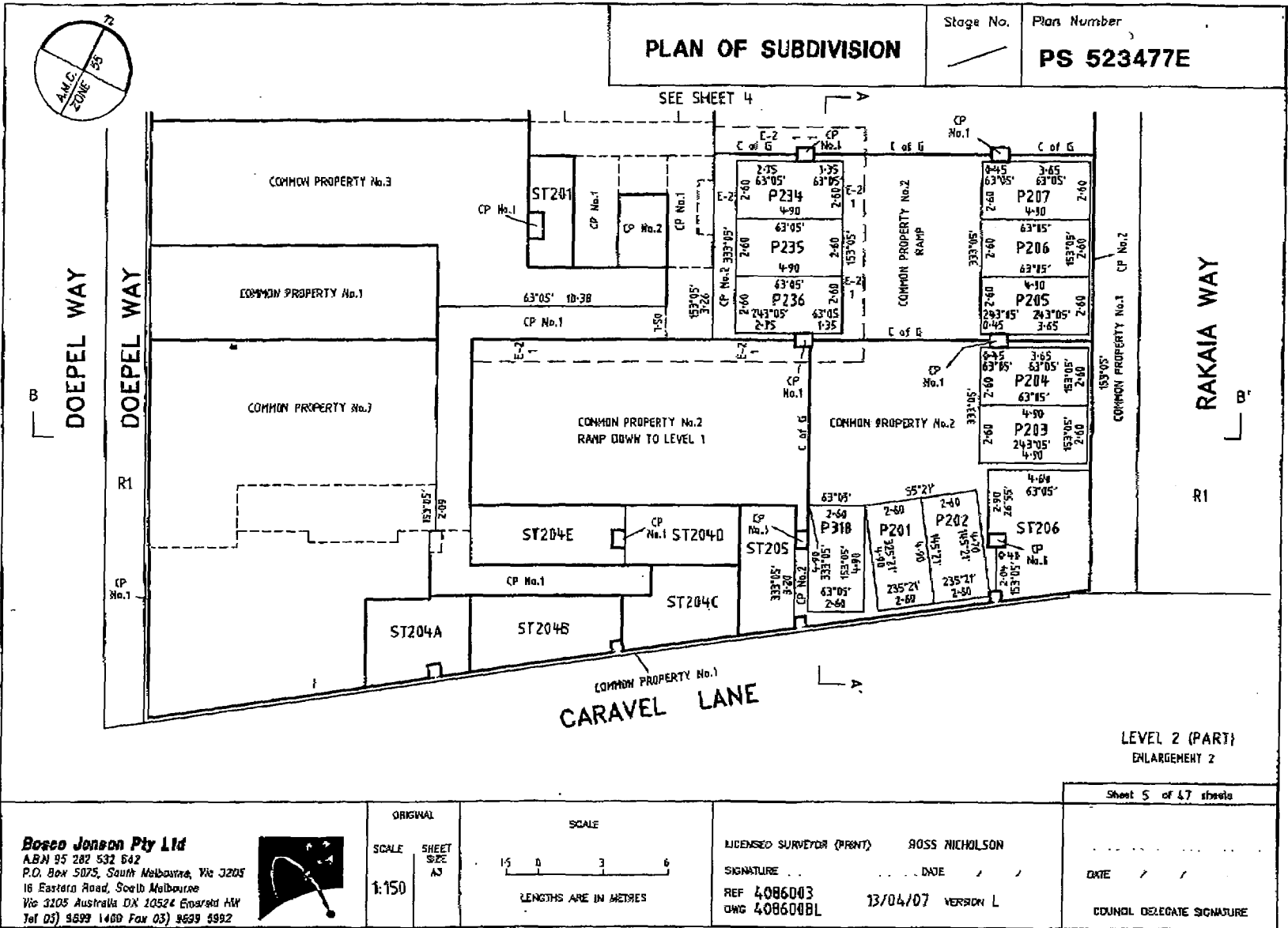
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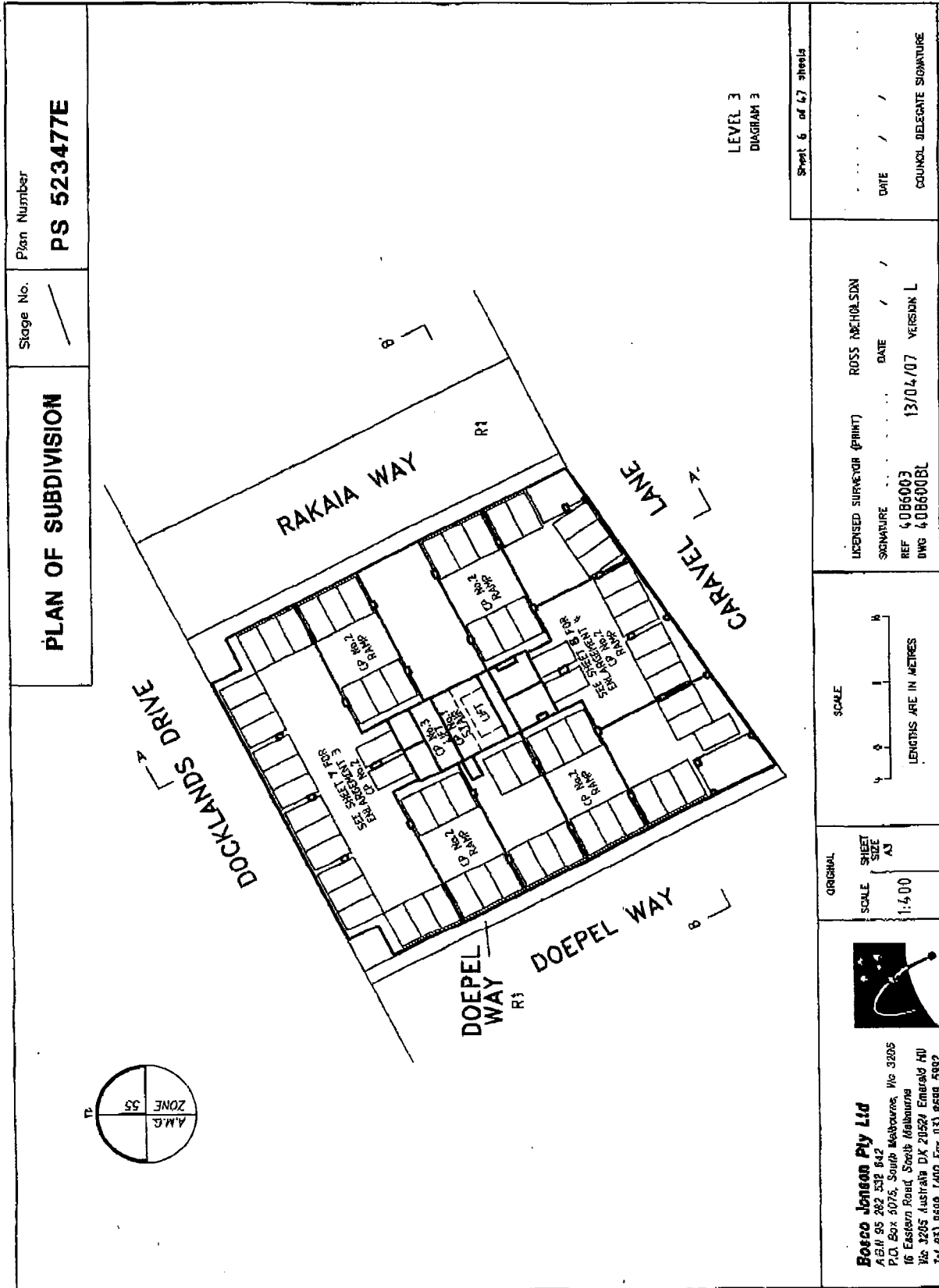


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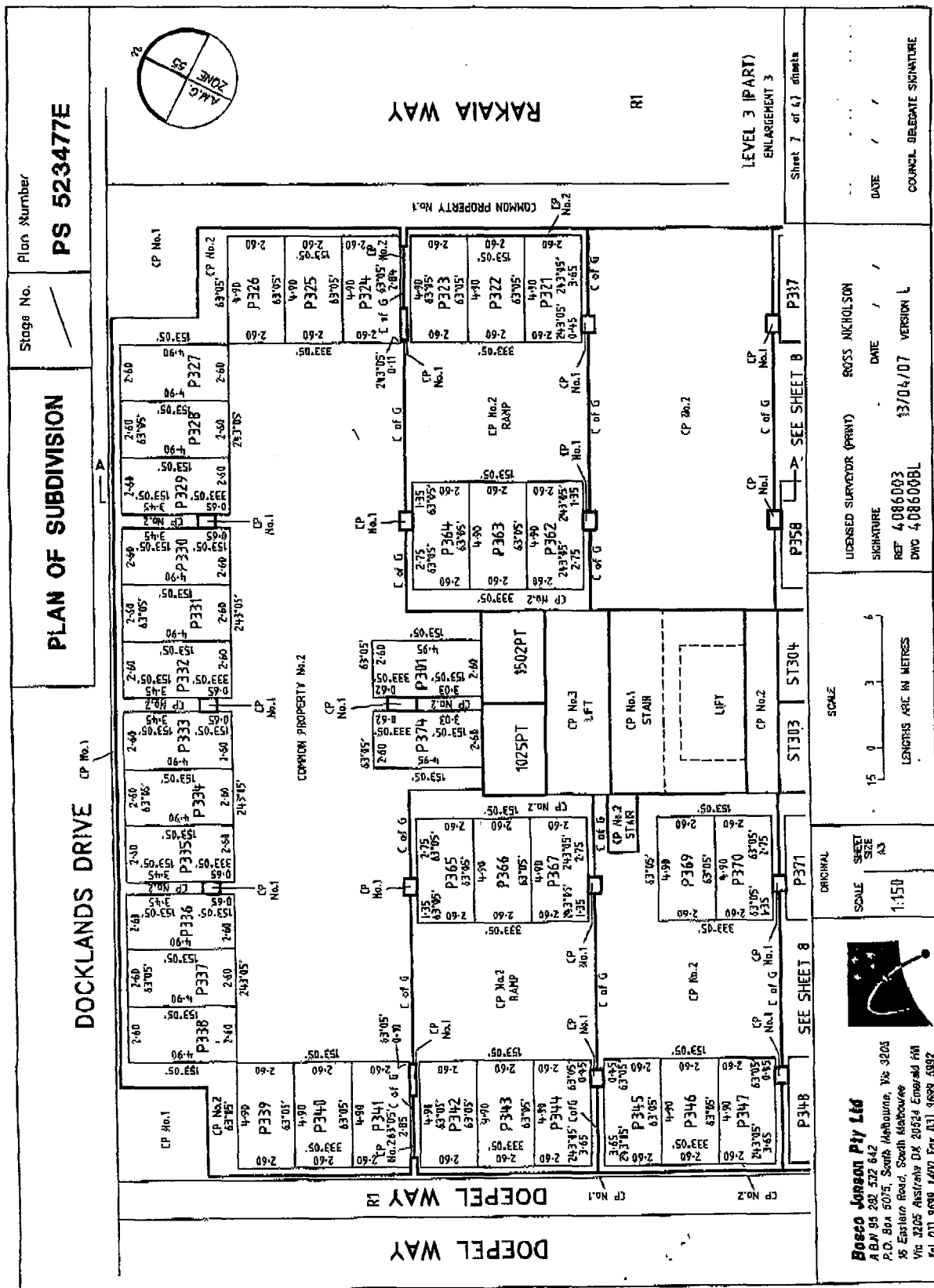


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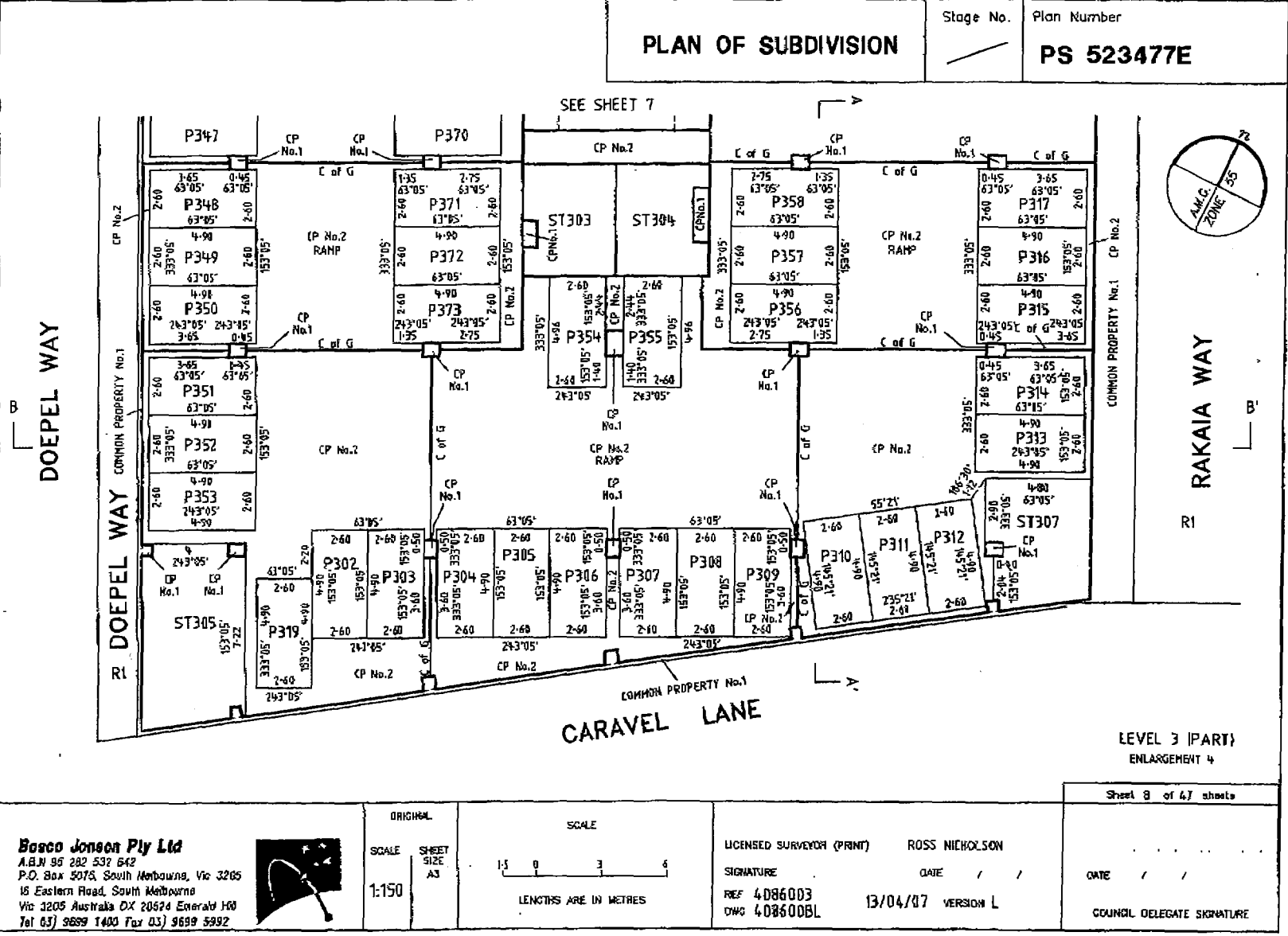
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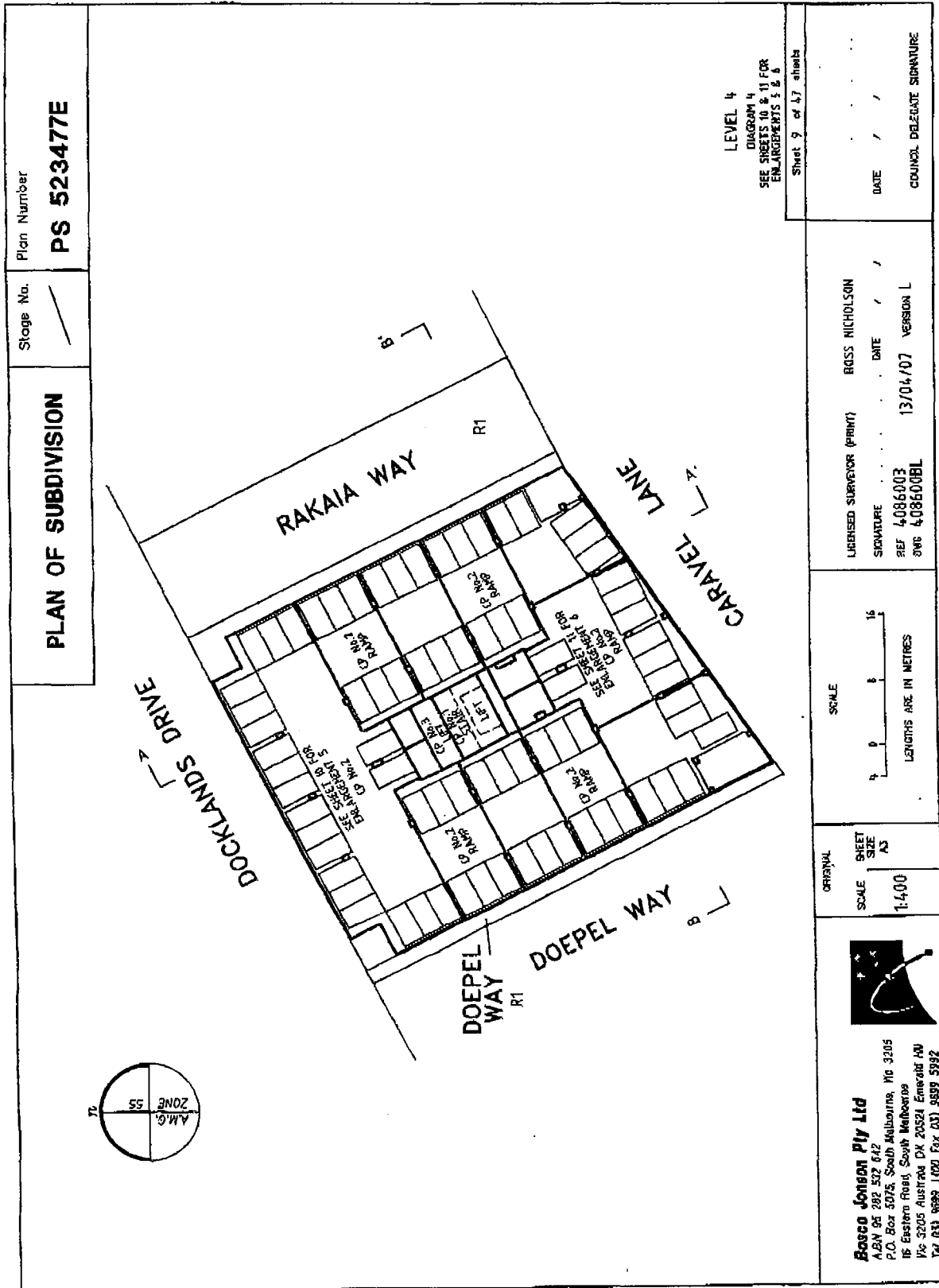
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Plan Number  
**PS 523477E**

Stage No. **1**

**PLAN OF SUBDIVISION**

LEVEL 4  
DIAGRAM 4  
SEE SHEETS 10 & 11 FOR  
ENLARGEMENTS 5 & 6  
Sheet 9 of 47 sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

LICENCED SURVEYOR (PMPT)  
SIGNATURE  
REF 4086003  
DVC 408600BL

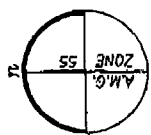
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13/04/07 VERSION L

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LENGTHS ARE IN METRES

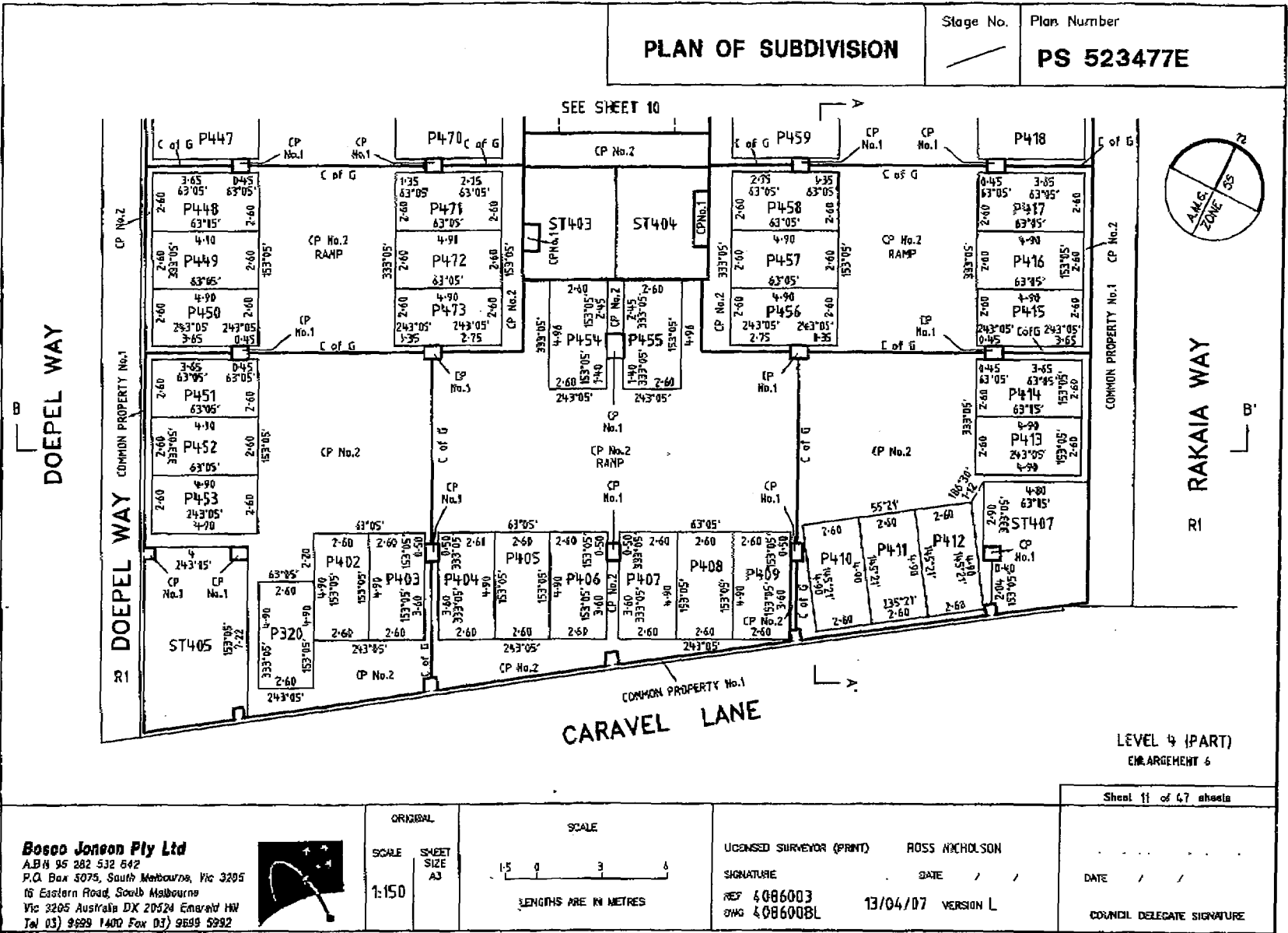
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ORIGINAL  
SCALE 1:400  
SHEET SIZE A3

**Basco Johnson Pty Ltd**  
A.B.N 55 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road, South Melbourne  
Vic 3205 Australia. DX 20524 Emerald AU  
Tel (03) 9889 1000 Fax (03) 9889 5992



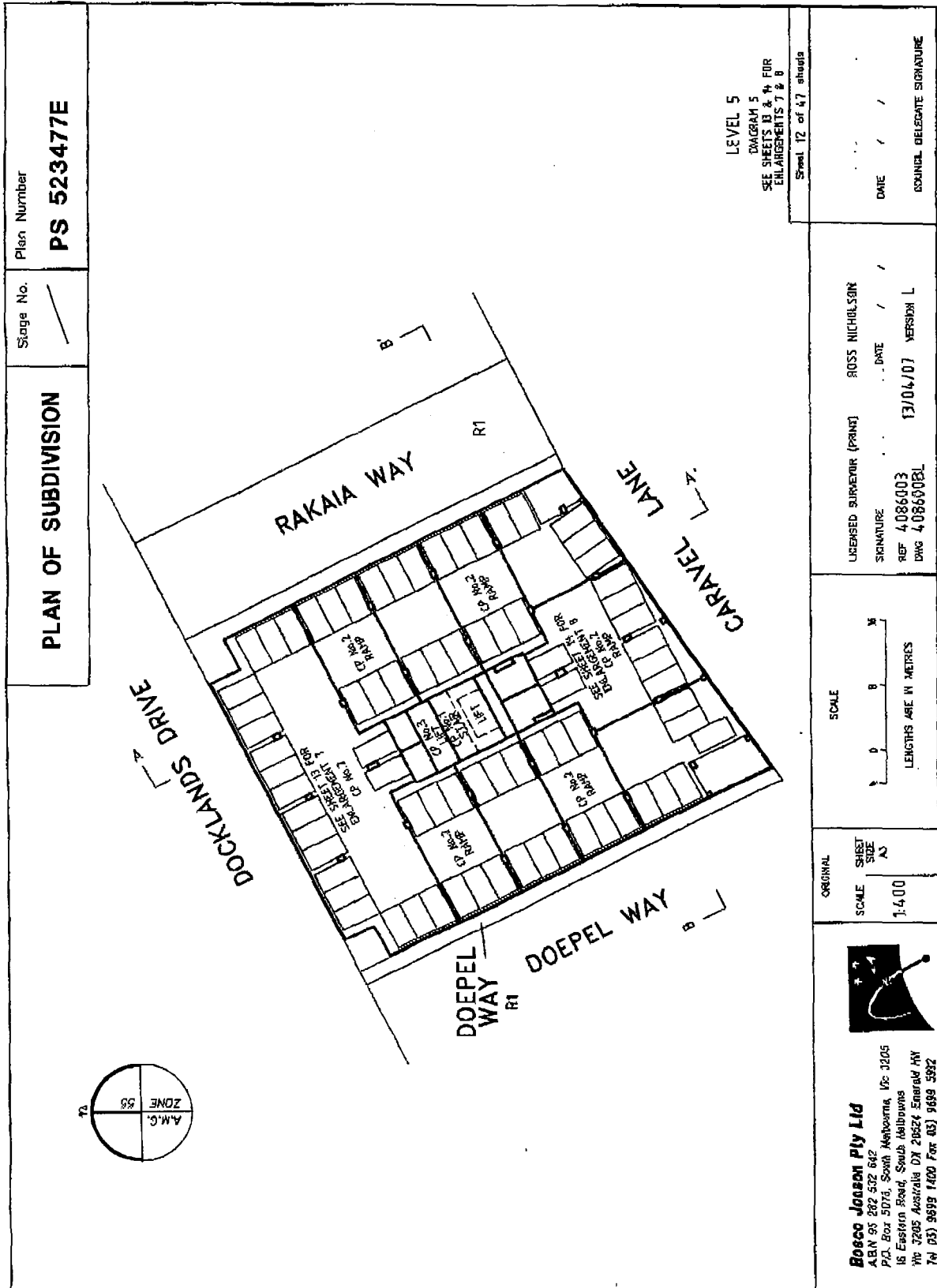




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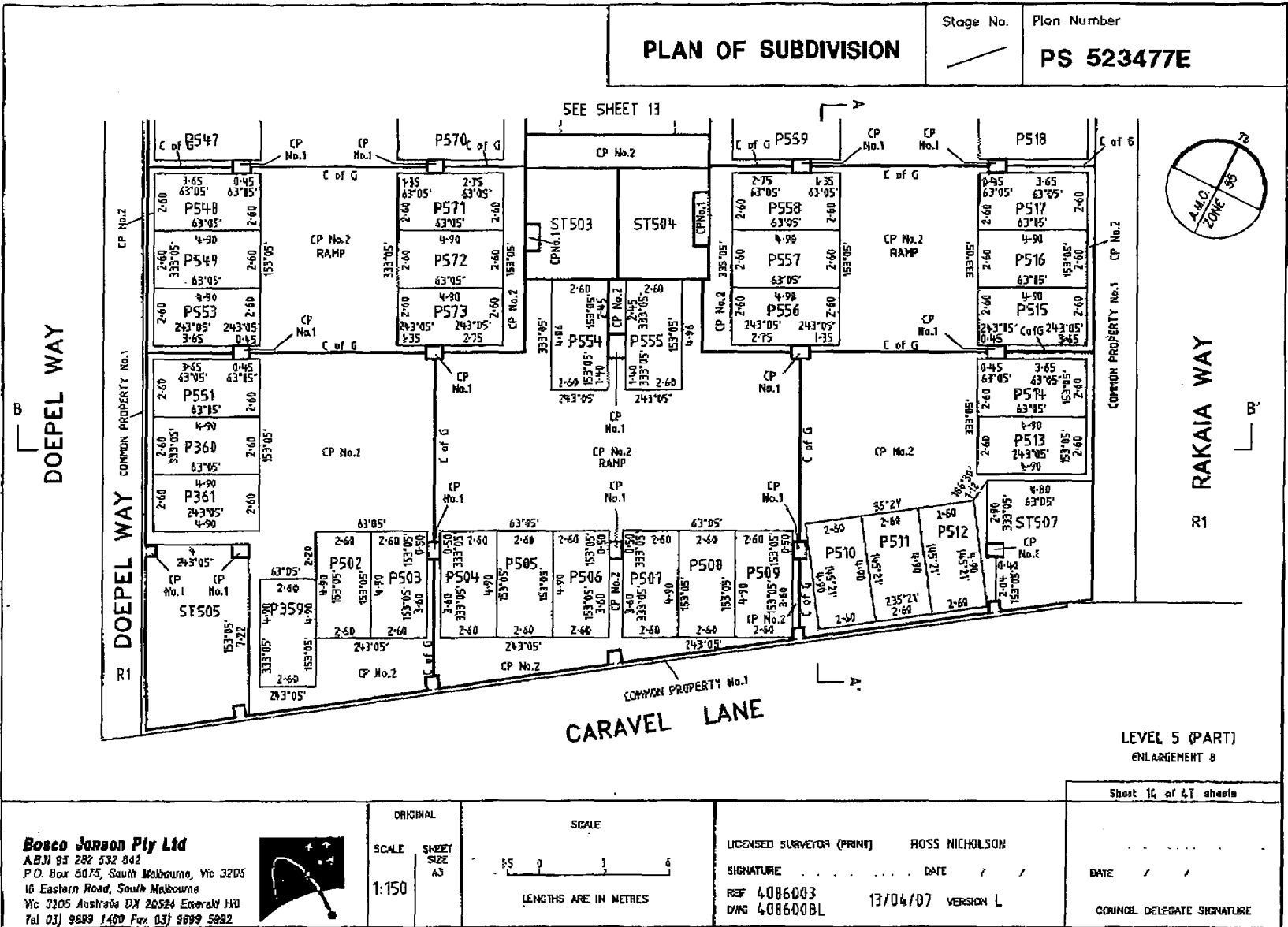
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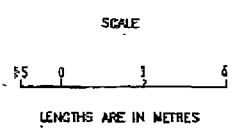
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 P.O. Box 5175, South Melbourne, Vic 3205  
 16 Eastern Road, South Melbourne  
 Vic 3205 Australia DX 20524 Emerald HQ  
 Tel 03] 9689 1460 Fax 03] 9689 5992



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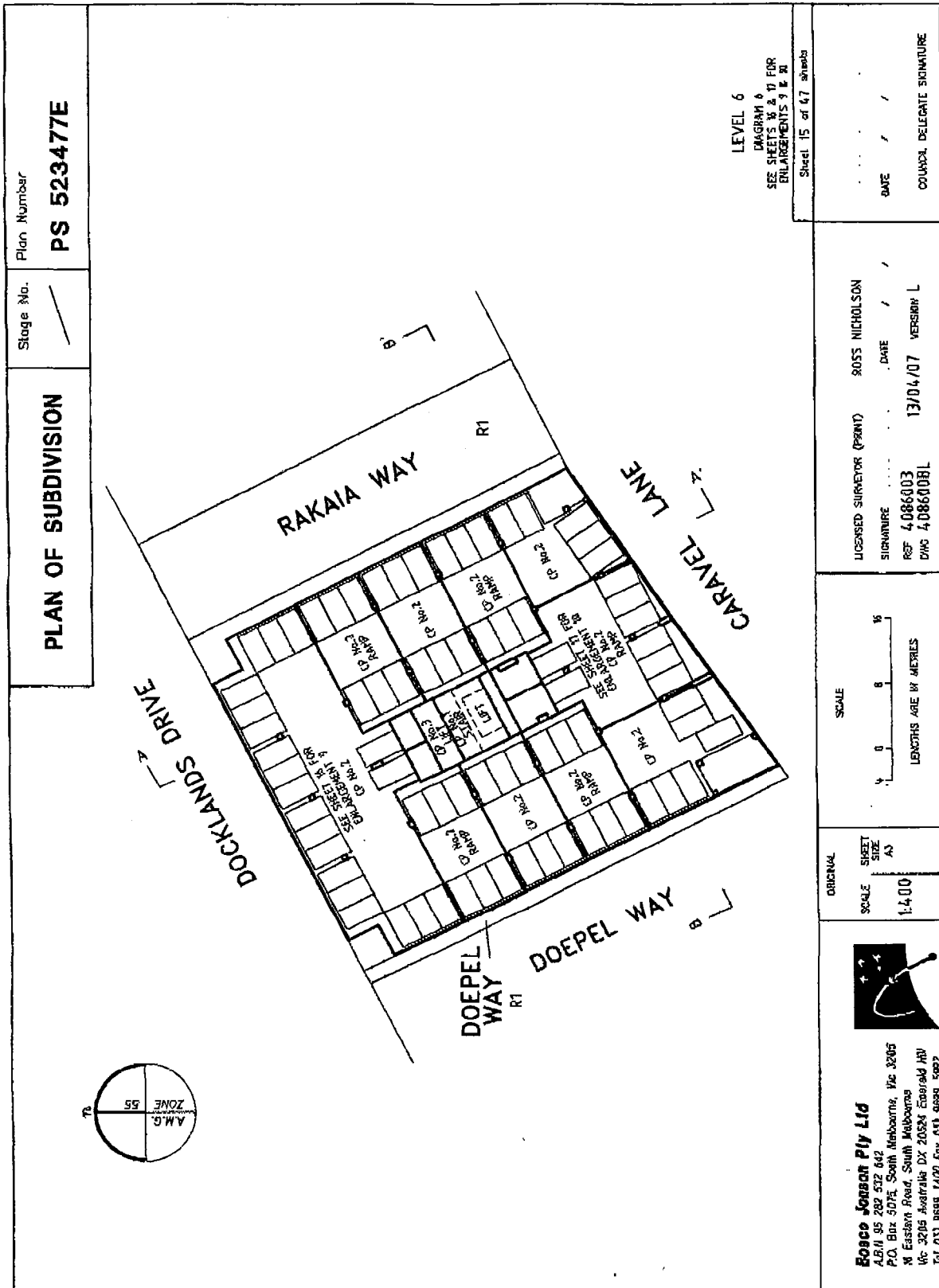
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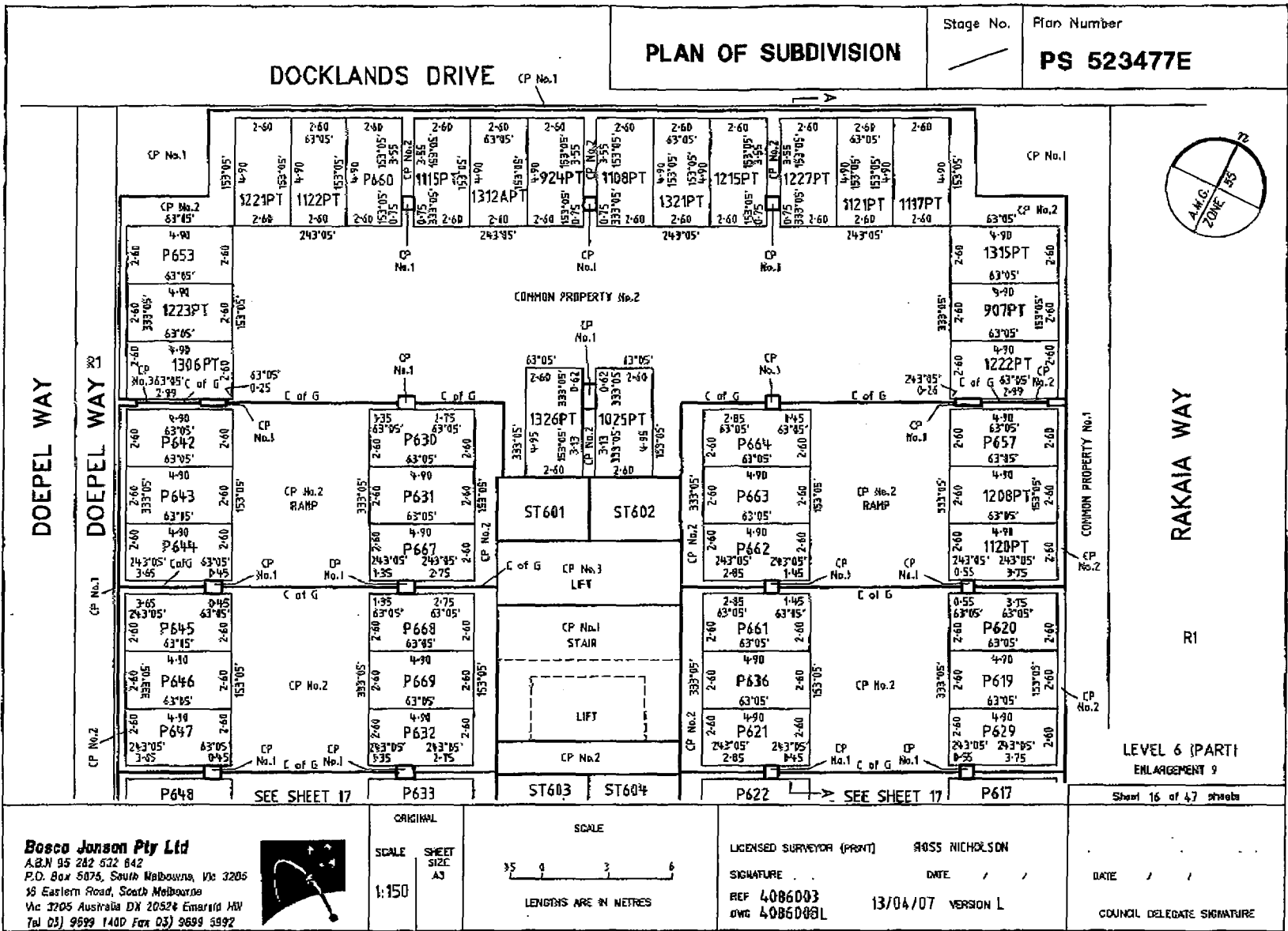
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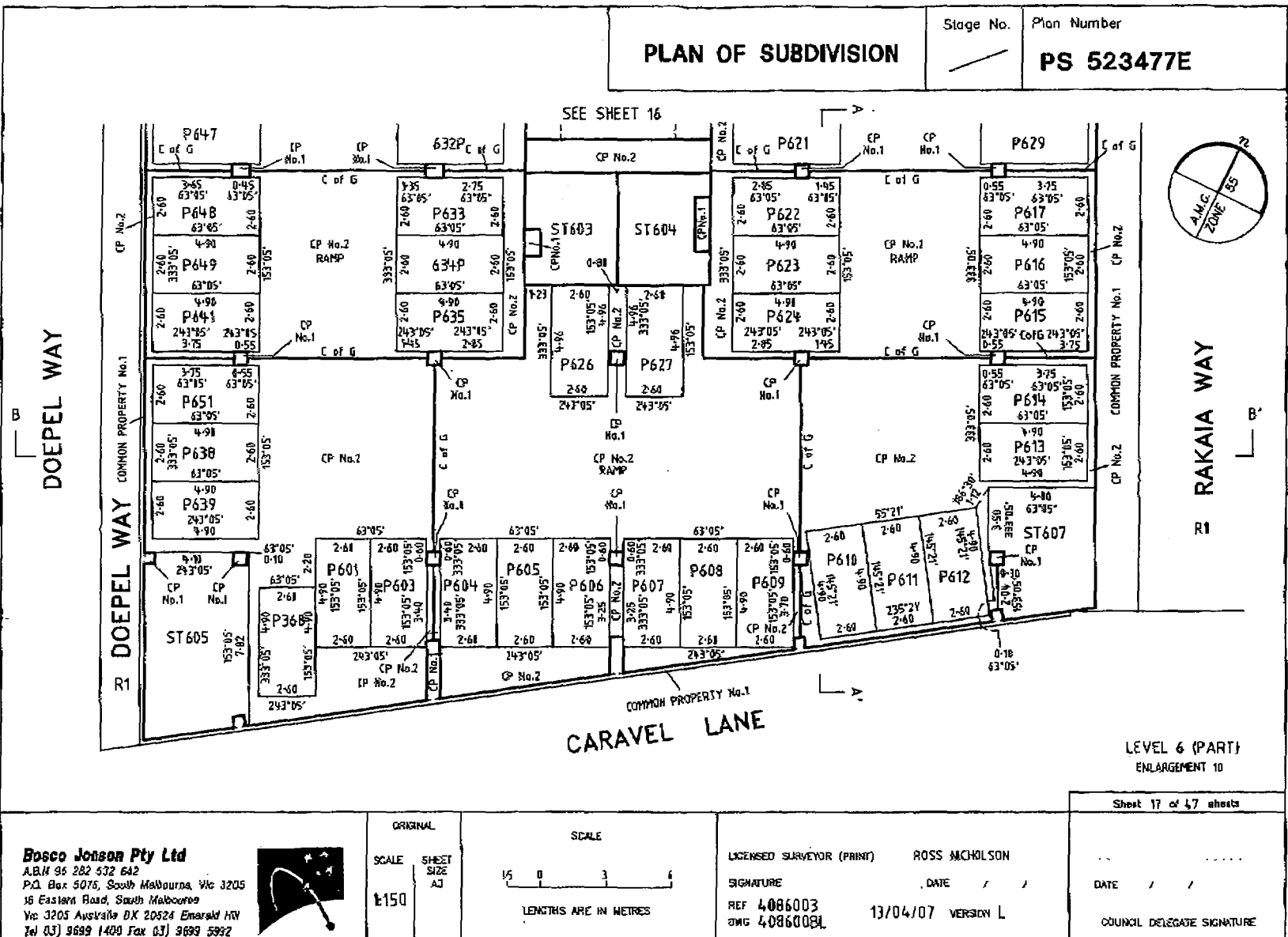
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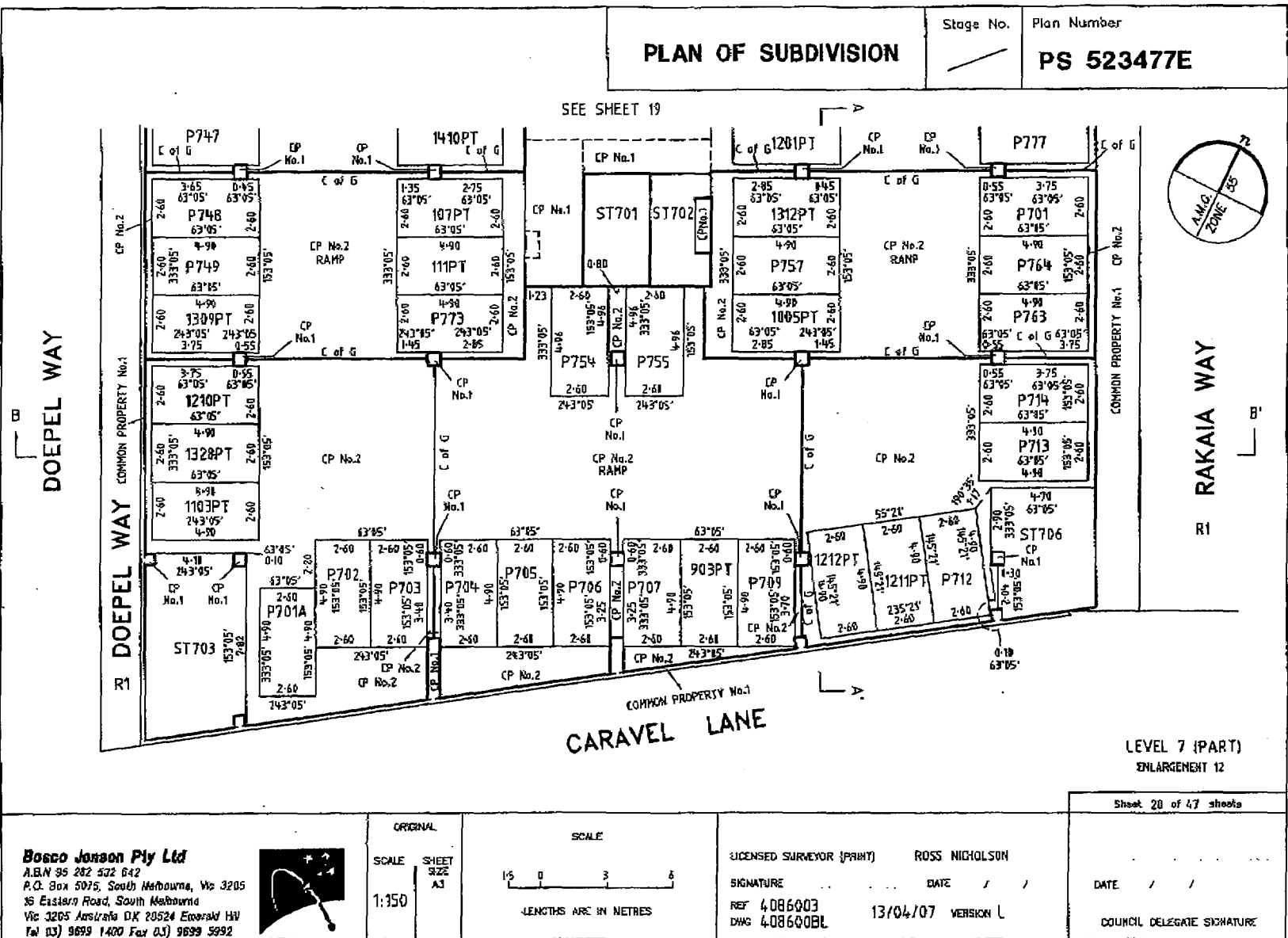






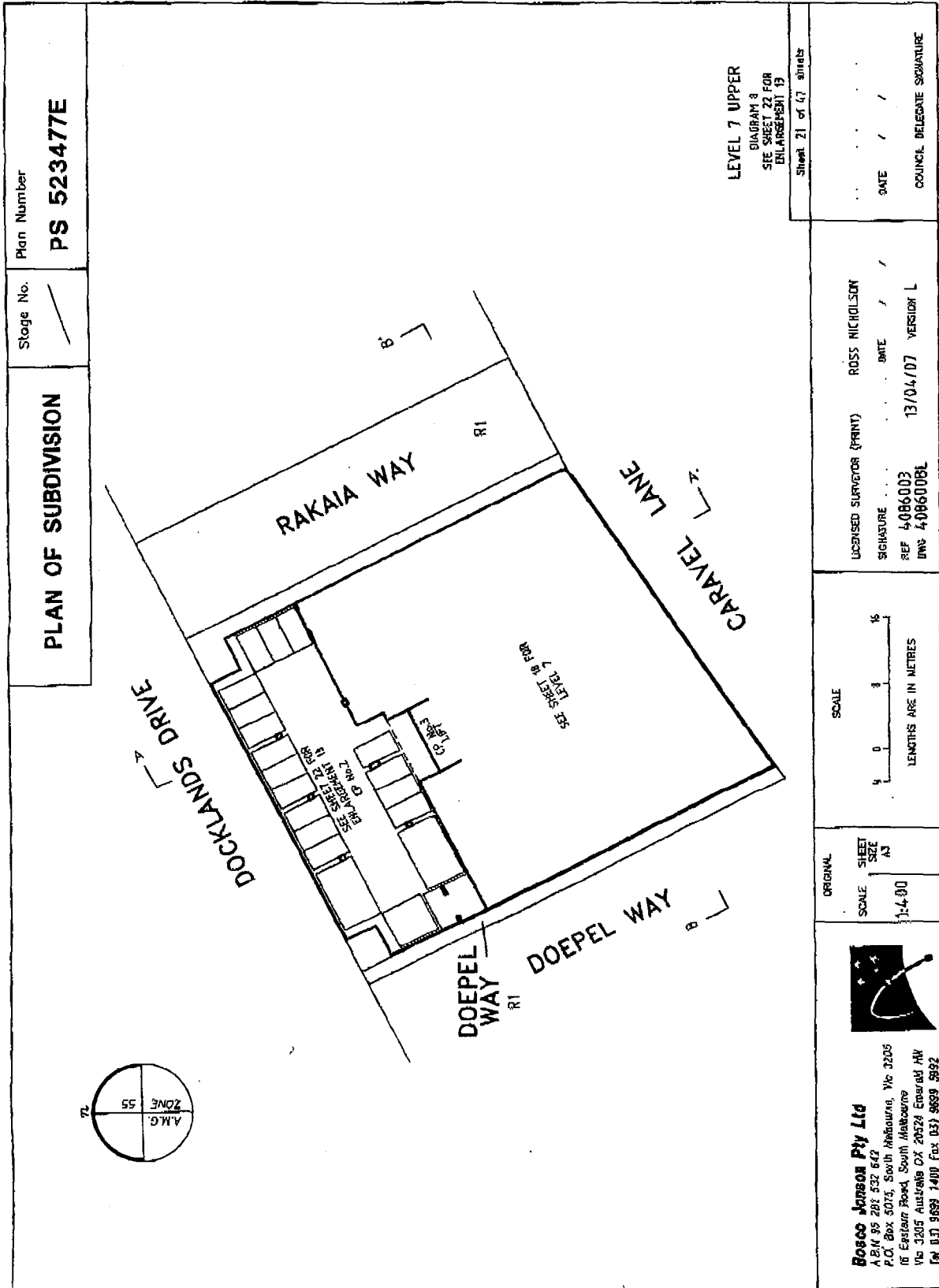


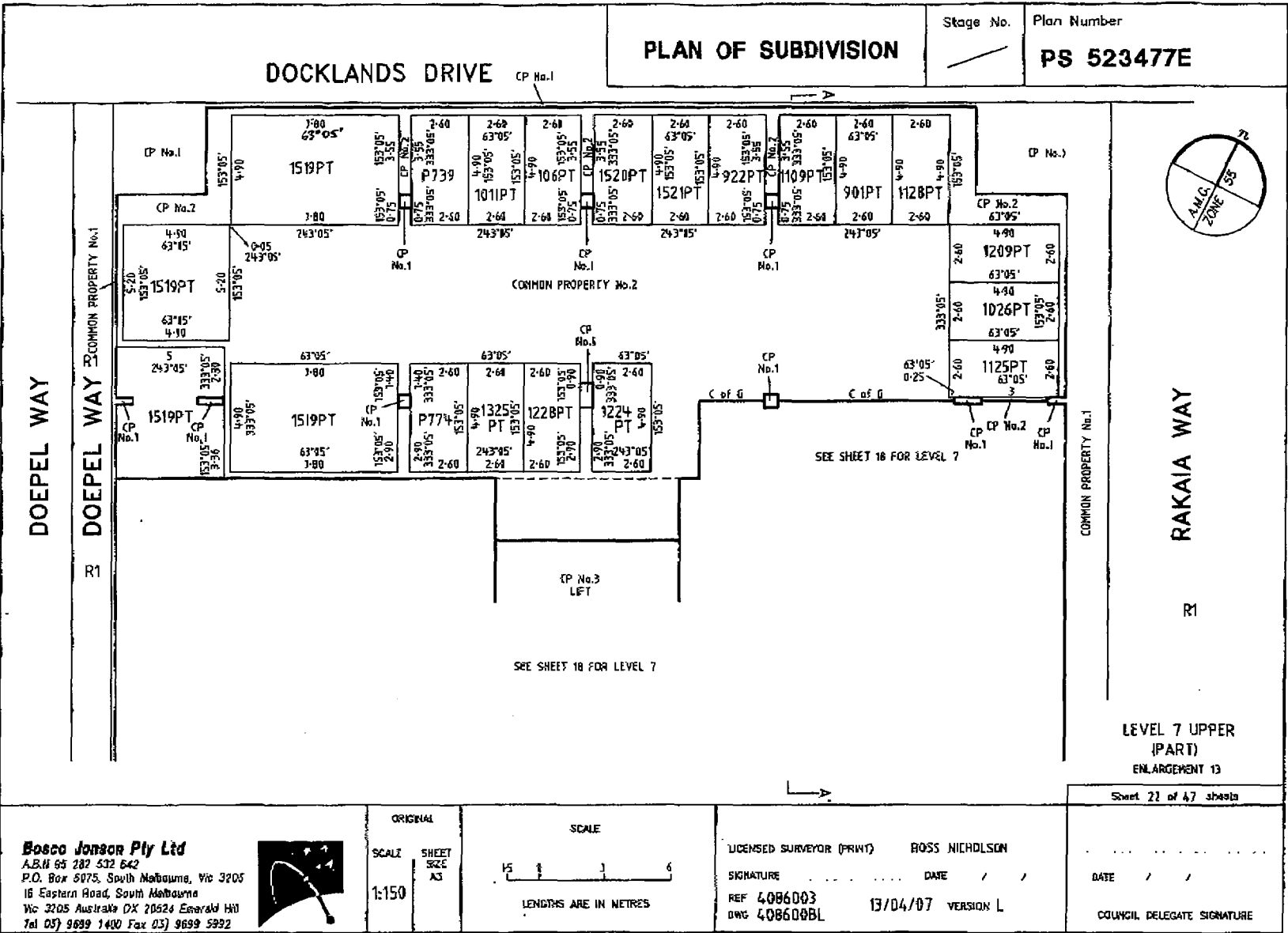
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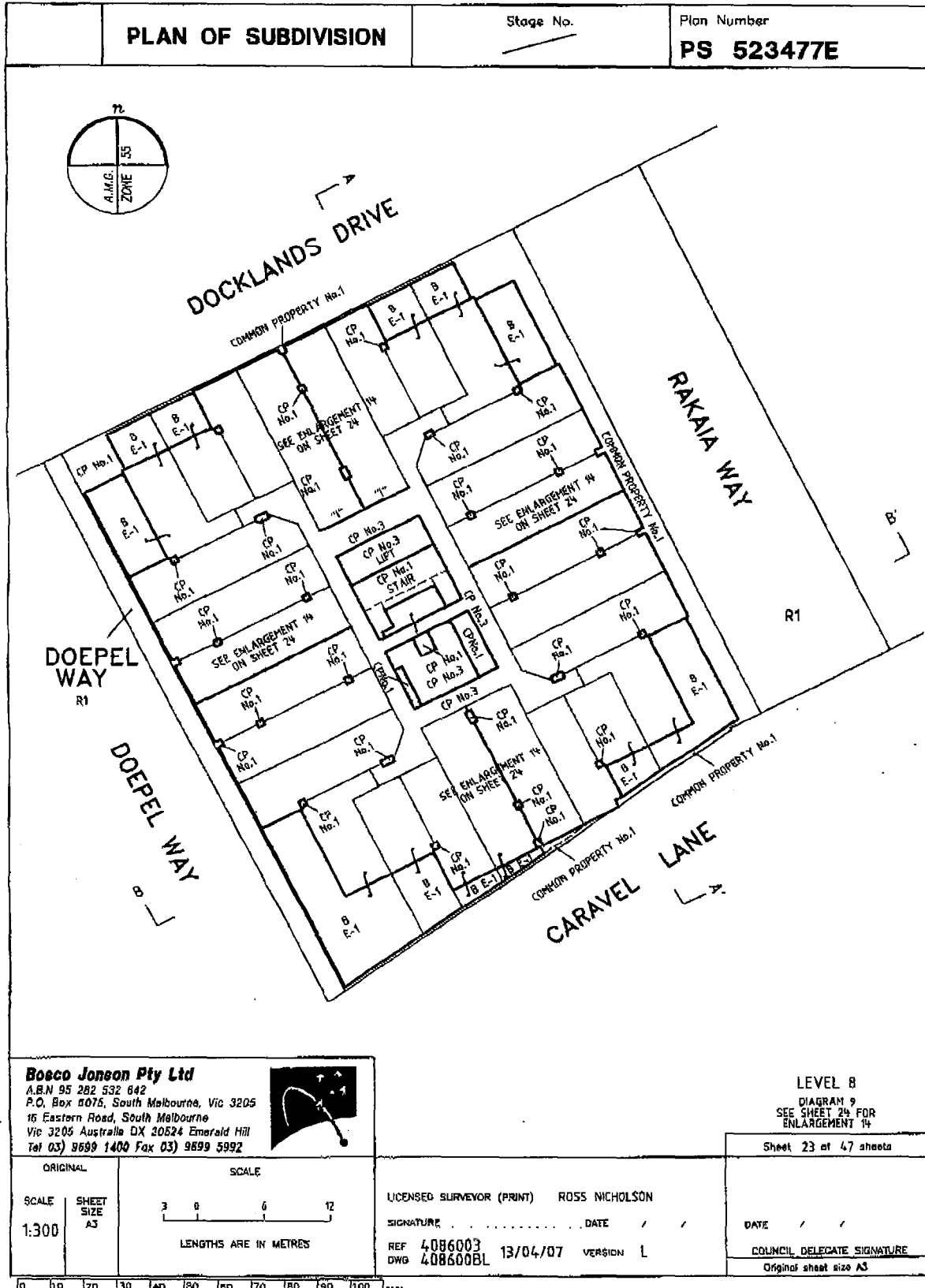
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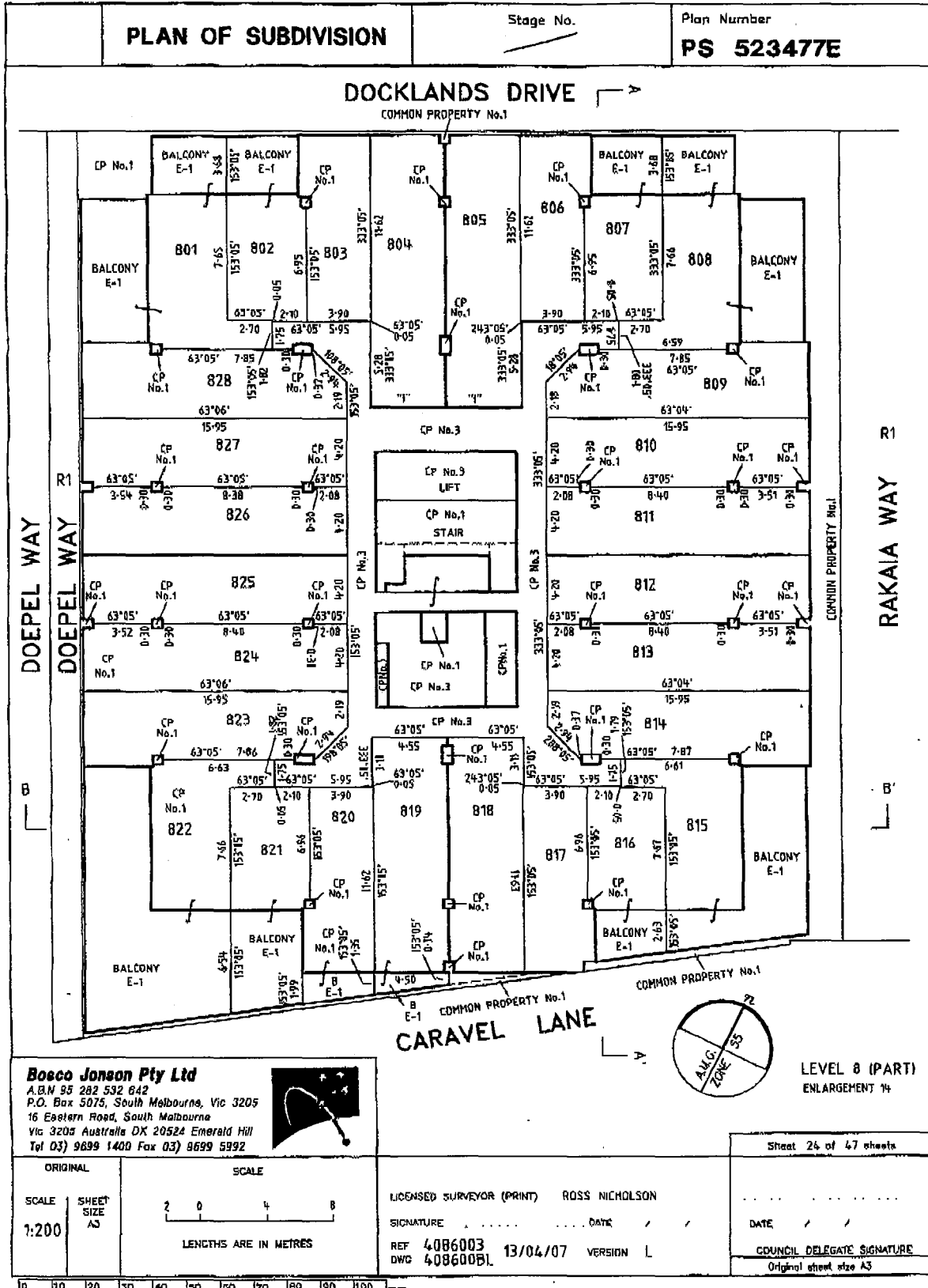




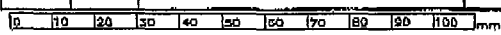
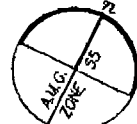
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