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REQUISITIONS AND ENQUIRIES

VENDOR: MCL FINANCE PTY. LTD.
PURCHASER: DECKWOOD PTY. LTD.
PROPERTY: AS PER CONTRACT
DATE: 1st November, 1989.

On behalf of the purchaser the following requisitions on title and enquiries are made:—

1. Who has the custody of the duplicate certificate of title or the title deeds to the property and by what right?
MCL Finance Pty. Limited as first Mortgagee.
2. (1) Who is in possession or occupation of the property 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.
MCL Finance as Mortgagee in possession pursuant to Section 77 of the Transfer of Land Act.
(2) Is any dwelling on the property prescribed premises within the meaning of Part V of the Landlord and Tenant Act 1958?
Not so far as the Vendor is aware.
3. Is the vendor aware of any discrepancy between occupation and title? If so, particulars must be supplied.
Not to the Vendor's knowledge.
4. Is the property subject to any unregistered mortgage, lien, charge, easement, covenant, public right of 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.
Not so far as the Vendor is aware.
5. Has there been any failure to obtain any necessary planning, building or other permit or approval in respect of any building or building alteration, or in respect of the use of the property, or does the property or its use fail to comply with any permit or approval which has been granted or with any building regulation? If so, particulars must be supplied.
Not so far as the Vendor is aware.
6. Are there any structures or fixtures on the property which belong to or may be removed by any person other than the vendor? If so, particulars must be supplied.
No, so far as the Vendor is aware.
7. Does any person other than the vendor have or claim any rights in respect of any chattels sold with the property? If so, particulars must be supplied.
There are no chattels sold with the property.

Has any permit relating to the property been issued under the *Town and Country Planning Act 1961*? If so, a copy of the permit must be supplied. Planning particulars have been provided in the Section 32 Statement.

Is any building on the property affected by the *Historic Buildings Act 1974* or any proposal under that Act? If so, particulars must be supplied. Not so far as the Vendor is aware.

10. Has any fencing or other notice, or any order or determination, relating to the property been given or made under any Act, regulation or by-law? 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.
Not so far as the Vendor is aware.
11. 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.
Not so far as the Vendor is aware.
12. Is the property subject to flooding or is there any filling or latent defect affecting the property? If so, particulars must be supplied.
Not to the Vendor's knowledge.
13. Have any legal proceedings, under the *Family Law Act 1975* or otherwise, been commenced or threatened which affect or may affect the property? If so, particulars must be supplied.
Not so far as the Vendor is aware.
14. Is the vendor under any legal disability which may affect the vendor's capacity to deal with the property? If so, particulars must be supplied.
Not so far as the Vendor is aware.
15. Does the vendor hold any unused road, grazing, water frontage, groundwater or other licence in connection with the property? If so, particulars including the licence number must be supplied and, if required by the purchaser, any such licence must be transferred to the purchaser at settlement.
Not to the Vendor's knowledge.
16. (1) Is there a dwelling-house on the land in respect of which there is, or should be, an approved indemnity under section 918B of the *Local Government Act 1958*? If so, production of the certificate of occupancy and a Fourth Schedule certificate by the approved guarantor is required.
Not to the Vendor's knowledge.
(2) Does the vendor know of any defects which may give rise to a claim under the approved indemnity? If so, particulars must be supplied.
Not so far as the Vendor is aware.
(3) Has any claim been made under the approved indemnity? If so, particulars must be supplied.
Not to the Vendor's knowledge.
17. A statutory declaration as required by the Comptroller of Stamps must be supplied at settlement.
The contract of sale will be observed.
18. A search of the title to the property reveals the following encumbrances which must be discharged or otherwise removed at or before settlement: Any encumbrance consulted to by the Mortgagee.
The contract of sale will be observed.

Signature


For and on behalf of MCL Finance Pty. Limited