

Contract of sale of land

Property: 7/282-284 MANSFIELD STREET, THORBURY VIC 3071

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Australian Institute
of Conveyancers
(Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

_____ on _____

Print name(s) of person(s) signing:

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

_____ on _____

Print name(s) of person(s) signing:

State nature of authority, if applicable:

Not Applicable

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

_____ on _____

Print name(s) of person(s) signing:

Chris Aprikidis

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

_____ on _____

Print name(s) of person(s) signing:

Marta Susana Aprikidis

State nature of authority, if applicable:

Not Applicable

The **DAY OF SALE** is the date by which both parties have signed this contract.

INFORMATION ONLY

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Particulars of sale

Vendor's estate agent

Name:
Address:
Email:
Tel: Mob: Fax:
Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax:
Ref:

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume: <input type="text"/> 9342 Folio: <input type="text"/> 167	<input type="text"/> 7	<input type="text"/> 13903

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is:

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)**Payment**

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general condition 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on [] with [] options to renew, each of [] years

OR

a residential tenancy for a fixed term ending on []

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the

box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: []

(or another lender chosen by the purchaser)

Loan amount: no more than \$ 0 [] Approval date: []

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

7/282-284 MANSFIELD STREET, THORNBURY VIC 3071
INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2023

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

1 INTERPRETATION

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2 IDENTITY

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

3 PLANNING AND RESTRICTIONS

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

4 ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

5 GUARANTEE

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

6 BUILDING

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 6.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

7 GOODS

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

8 TIME AND SETTLEMENT

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

10 **DEFAULT**

- 10.1 General Conditions 32-35 (GC32-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
 - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
 - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due 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") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable 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 or business and interest charged on such bridging finance;
- b) Interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

10.4 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

11 DEPOSIT

- 11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.
- 11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.
- 11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.
- 11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.
- 11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

16 **SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

17 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

18 **LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

19 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

INFORMATION ONLY

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	7/282-284 MANSFIELD STREET, THORNBURY VIC 3071	
Vendor's name	Chris Aprikidis	Date
Vendor's signature		
Vendor's name	Marta Susana Aprikidis	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

- *Is in the attached copies of title document/s.
- *Is as follows:

(b) *Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
Not applicable.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land).

Not applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*

6.2 Attached is a current owners corporation certificate with its required accompanying documents and statements issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
--	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.
Not applicable

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier

sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

7/282-284 MANSFIELD STREET, THORNBURY VIC 3071
Register Search Statement (Copy of Title) Volume 9342 Folio 167
Copy of Plan RP013903
Instrument Search AG455175A (TRANSFER)
Owners Corporation Basic Report RP013903
Darebin: Land Information Certificate - 7/282-284 MANSFIELD STREET, THORNBURY VIC 3071
Darebin: Building Approval 326 (1) - 7/282-284 MANSFIELD STREET, THORNBURY VIC 3071
Department of Environment, Land, Water & Planning: Planning Certificate Express - 7/282-284 MANS
Yarra Valley Water: Water Information Statement - 7/282-284 MANSFIELD STREET, THORNBURY VIC
3071
State Revenue Office: Land Tax Certificate - 7/282-284 MANSFIELD STREET, THORNBURY VIC 3071

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 09342 FOLIO 167

Security no : 124110560692N
Produced 16/11/2023 02:00 PM

LAND DESCRIPTION

Lot 7 on Registered Plan of Strata Subdivision 013903.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08932 Folio 009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRIS APRIKIDIS
MARTA SUSANA APRIKIDIS both of 8 BREAKWATER CRESCENT POINT COOK VIC 3030
AG455175A 16/04/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG455176X 16/04/2009
PERMANENT CUSTODIANS LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP013903 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 7 282-284 MANSFIELD STREET THORNBURY VIC 3071

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP013903

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AG455175A
Number of Pages (excluding this cover sheet)	2
Document Assembled	16/11/2023 14:04

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: *Robert James*
Name:
Phone:
Address:



unit 7

Privacy Collection Statement		
The in	collec	
and is	AG455175A	
maint	16/04/2009 \$687	45
regist		
Victo		

Ref:
Customer Code: *2479D*

MADE AVAILABLE / CHANGE CONTROL
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: *(volume and folio reference)*
Volume 9342 Folio 167 and Volume 9342 Folio 169

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

Consideration:
\$232,000.00

Transferor: *(full name)*
ANNA PICCIRILLI, MARIA PICCIRILLI IN CONSTANTINI, RITA PICCIRILLI AND EUFRASIA PICCIRILLI

Transferee: *(full name and address including postcode)*
CHRIS APRIKIDIS and MARTA SUSANA APRIKIDIS both of 8 Breakwater Crescent, Point Cook, 3030 as Joint Proprietors

Directing Party: *(full name)*

Dated: *DO NOT DATE 18 MARCH 2009*
Execution and attestation:

Approval No: 1959076A ORDER TO REGISTER
Please register and issue title to

T1

Signed Cust. Code:

8440

STAMP DUTY USE ONLY

Original Land Transfer
Stamped with \$8,990.00
Doc ID 2443385, 03 Apr 2009
SRO Victoria Duty, J1410


*Law Perfect Pty Ltd

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 2 of *Approved Form T1* dated
between ANNA PICCIRILLI, MARIA PICCIRILLI IN CONSTANTINI,
RITA PICCIRILLI AND EUFRASIA PICCIRILLI AND CHRIS APRIKIDIS
AND MARTA SUSANA APRIKIDIS

Signatures of the parties

P	AG455175A		
The	16/04/2009	\$687	45
coll			
and			
mai			
regi			
Victoria Land Registry.			

Panel Heading

Signed by CHRIS APRIKIDIS in the presence of:

Witness: *Lancy Co*

) *Chris Aprikidis*
)
)
CHRIS APRIKIDIS

Signed by MARTA SUSANA APRIKIDIS in the presence of:

Witness: *Lancy Co*

) *Marta Susana Aprikidis*
)
)
MARTA SUSANA APRIKIDIS

Signed by MARIA PICCIRILLI IN CONSTANTINI by her Attorney EUFRASIA PICCIRILLI pursuant to a General Power of Attorney dated 30 April 1987 in the presence of:

Witness: *[Signature]*

) *Eufrosia Piccirilli*
)
)
SIGNED BY EUFRASIA PICCIRILLI

Signed by RITA PICCIRILLI by her Attorney ANNA PICCIRILLI pursuant to a General Power of Attorney dated 22 October 2008 in the presence of:

Witness: *[Signature]*

) *Anna Piccirilli*
)
)
SIGNED BY ANNA PICCIRILLI

Signed by EUFRASIA PICCIRILLI in the presence of:

Witness: *[Signature]*

) *Eufrosia Piccirilli*
)
)
EUFRASIA PICCIRILLI

Signed by ANNA PICCIRILLI in the presence of:

Witness: *[Signature]*

) *Anna Piccirilli*
)
)
ANNA PICCIRILLI

Approval No: 1959076A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

*Law Perfect Pty Ltd



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/11/2023 02:04:33 PM

**OWNERS CORPORATION
PLAN NO. RP013903**

The land in RP013903 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

EDWARD LOVE 2A BYFIELD STREET RESERVOIR VIC 3073

AQ915075F 12/04/2018

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	11	11
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/11/2023 02:04:33 PM

**OWNERS CORPORATION
PLAN NO. RP013903**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	11	11
Lot 8	10	10
Lot 9	1	1
Lot 10	1	1
Lot 11	1	1
Lot 12	1	1
Lot 13	1	1
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
Total	90.00	90.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	RP013903
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/11/2023 14:04

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PLAN OF STRATA SUBDIVISION	EDITION 1	RP013903
-----------------------------------	------------------	-----------------

LOCATION OF LAND

PARISH: JIKA JIKA

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 130 (PT)

TITLE REFERENCE: VOL. 8932 FOL. 009

LAST PLAN REFERENCE: LOT 1 ON LP95097

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 282-284 MANSFIELD STREET
THORNBURY 3071

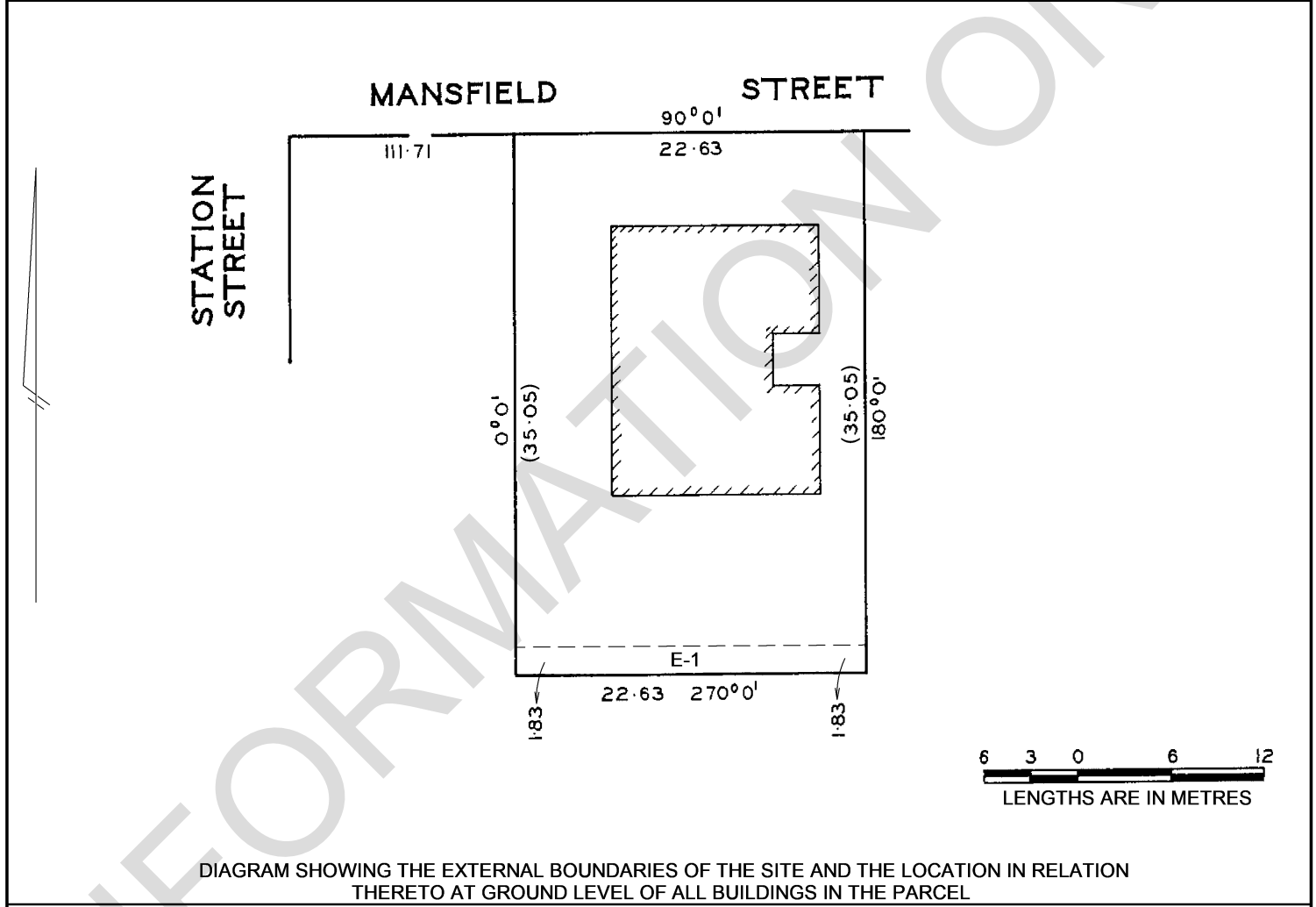
**FOR CURRENT OWNERS CORPORATION DETAILS
AND ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT**

SURVEYOR'S CERTIFICATE
 Surveyor: JOHN SZWAJ
 Certification Date: 26/10/1977

SEAL OF MUNICIPALITY AND ENDORSEMENT
 Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
 by CITY OF NORTHCOTE on 21/05/1979

REGISTERED DATE: 17/08/1979

PLAN UPDATED BY REGISTRAR IN AN661031Q 12/08/2022



EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	1.83	LP14808	LOTS ON LP14808	LOTS 9 TO 16 & CP

PLAN OF STRATA SUBDIVISION**RP013903****LEGEND**

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 8 IS A TWO STOREY BUILDING.

THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1 TO 8 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.

THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

TABLE

LOT	RELEVANT STOREY
LOTS 1 TO 4	GROUND STOREY
LOTS 5 TO 8	TOPMOST STOREY

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 9 TO 16.

THE LOWER BOUNDARY OF LOTS 9 TO 16 IS THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 9 TO 16 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

FACE OF WALL CLOSEST TO COMMON PROPERTY: BOUNDARIES BETWEEN A LOT AND THE COMMON PROPERTY

MEDIAN: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 8

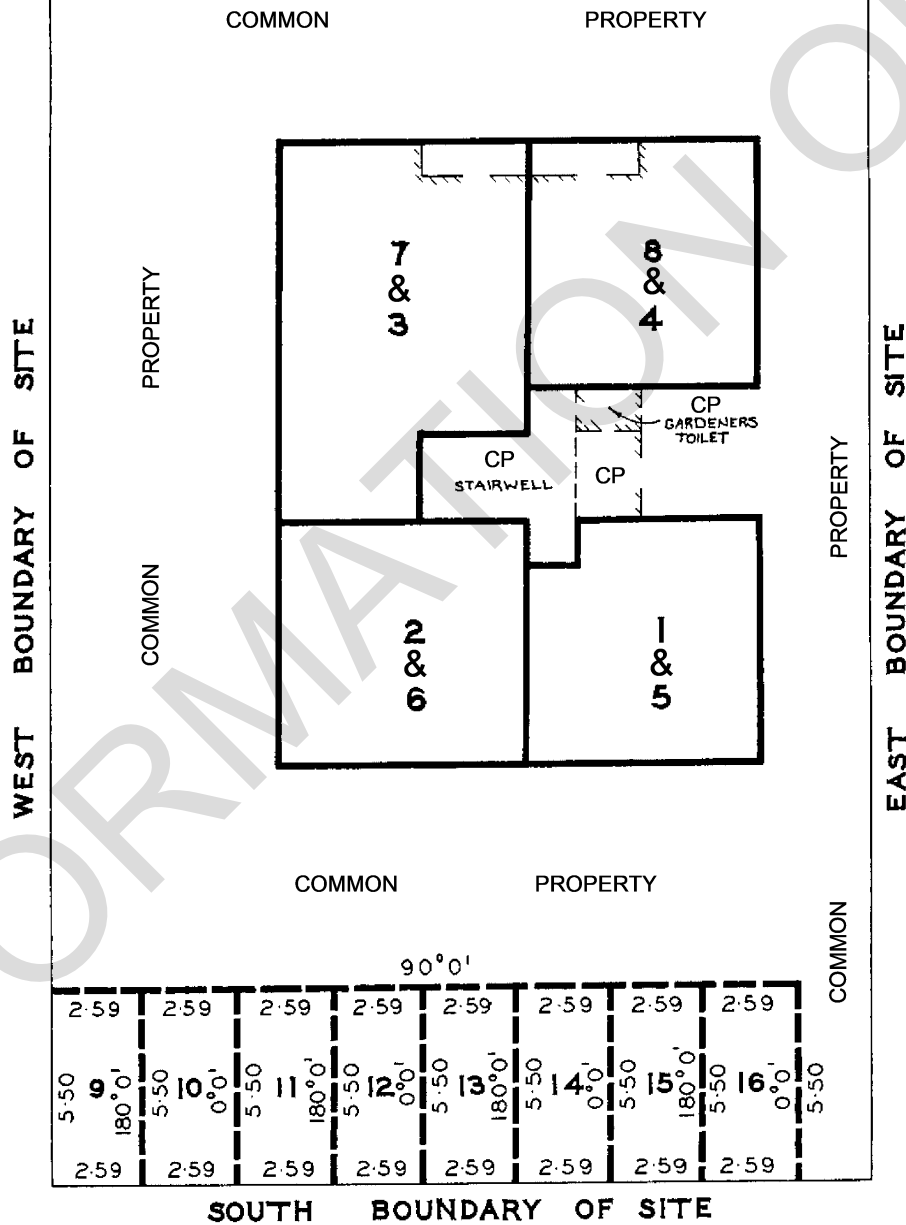
COLUMN 2

LOTS 9 TO 16

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

DIAGRAM
GROUND LEVEL,
GROUND STOREY &
TOPMOST STOREY

MANSFIELD STREET



Imaged Document Cover Sheet

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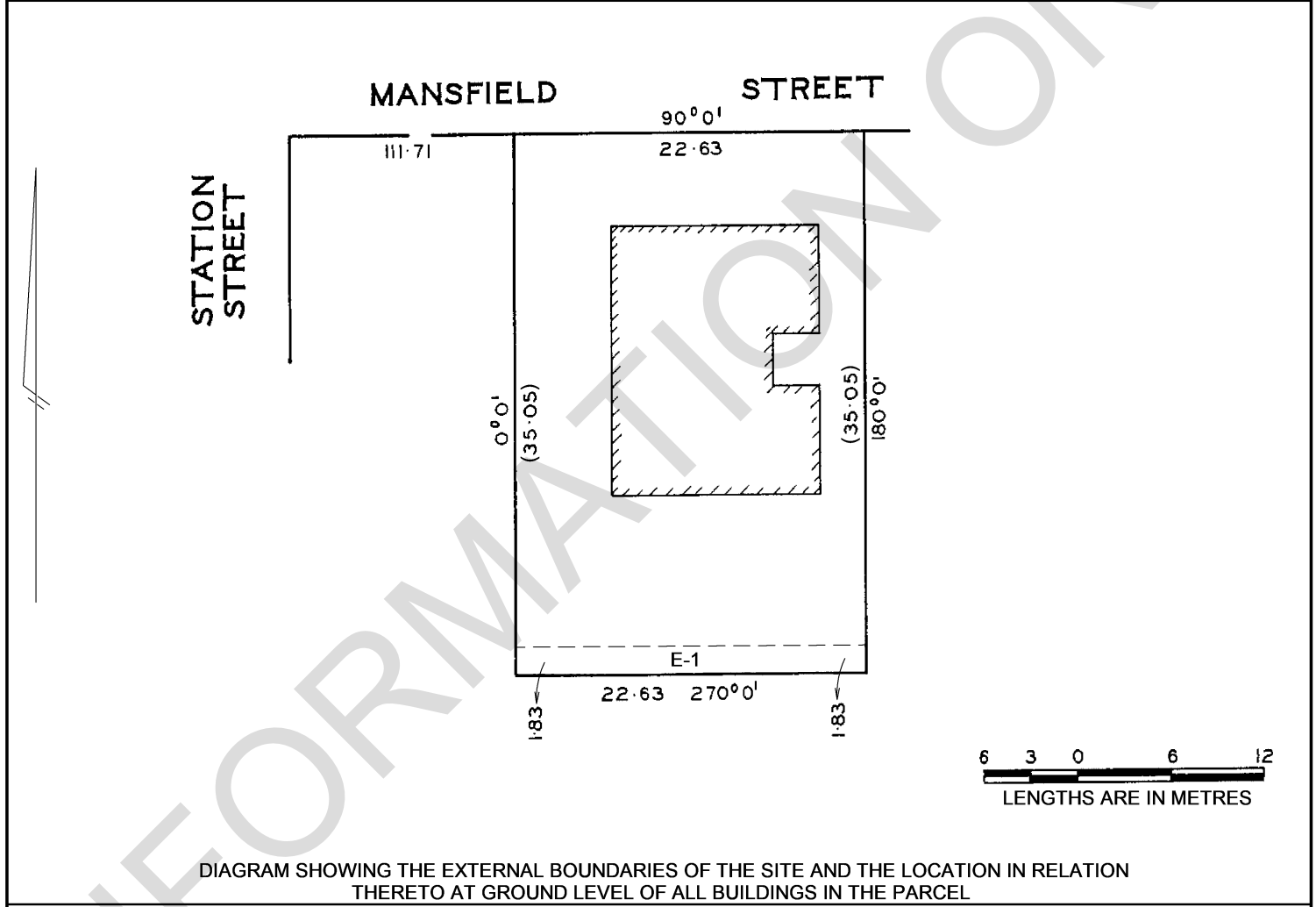
Document Type	Plan
Document Identification	RP013903
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/11/2023 15:40

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PLAN OF STRATA SUBDIVISION	EDITION 1	RP013903
LOCATION OF LAND PARISH: JIKA JIKA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 130 (PT) TITLE REFERENCE: VOL. 8932 FOL. 009 LAST PLAN REFERENCE: LOT 1 ON LP95097 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 282-284 MANSFIELD STREET THORBURY 3071	FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: JOHN SZWAJ Certification Date: 26/10/1977 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF NORTHCOTE on 21/05/1979 REGISTERED DATE: 17/08/1979 PLAN UPDATED BY REGISTRAR IN AN661031Q 12/08/2022	



EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
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PLAN OF STRATA SUBDIVISION

RP013903

LEGEND

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TABLE

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LOTS 1 TO 4	GROUND STOREY
LOTS 5 TO 8	TOPMOST STOREY

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 9 TO 16.

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LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

FACE OF WALL CLOSEST TO COMMON PROPERTY: BOUNDARIES BETWEEN A LOT AND THE COMMON PROPERTY

MEDIAN: ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 8

COLUMN 2

LOTS 9 TO 16

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

982072

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

APRIKIDIS, CHRIS

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT 7 PLAN RP13903 ALSO KNOWN AS 7/282 - 284 MANSFIELD STREET THORNBURY
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 -
C170dare

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
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
relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

16 November 2023

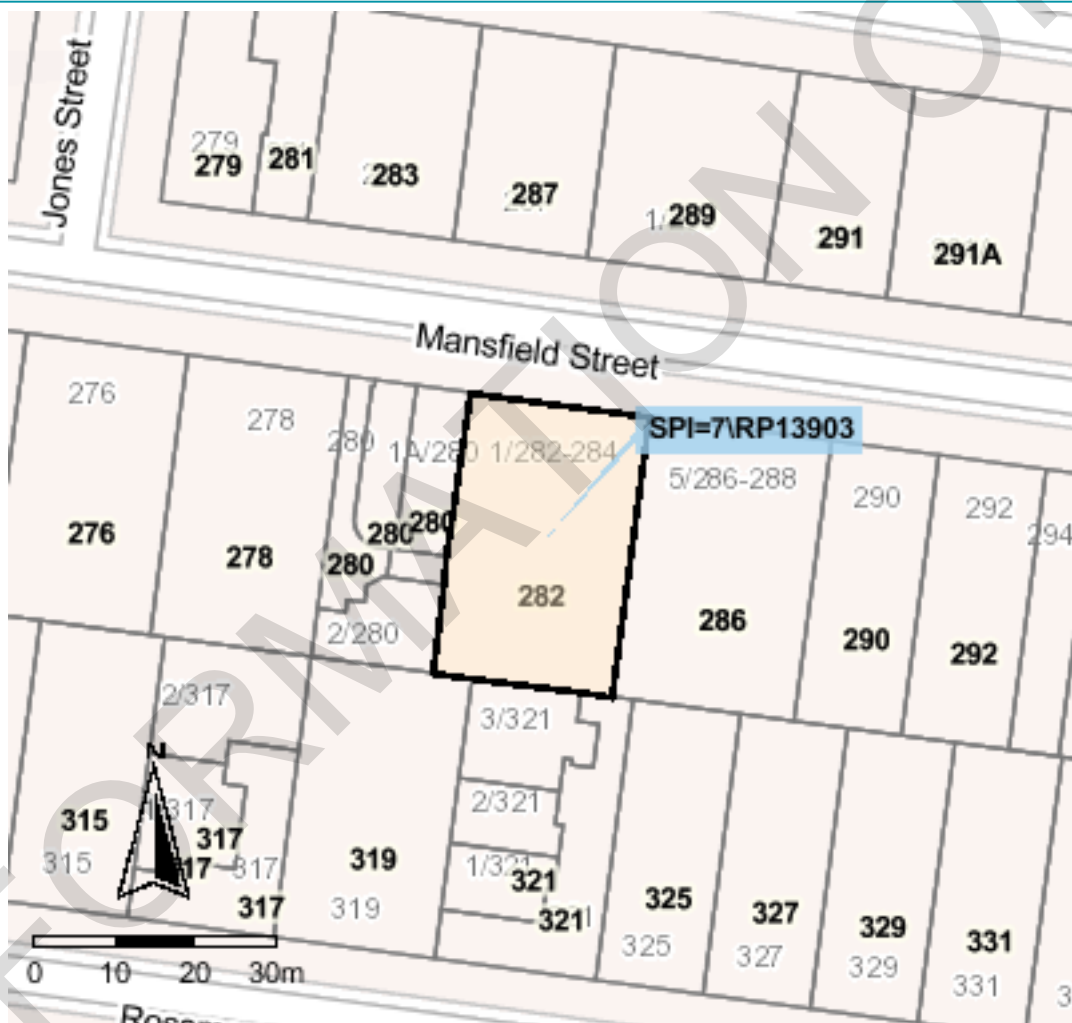
Sonya Kilkeny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

16 November 2023

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 7/282-284 MANSFIELD STREET THORNBURY VIC 3071

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

- **Building Permits issued in the past 10 years**
No building approvals have been issued during the past 10 years.
- Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,

A handwritten signature in black ink, appearing to read 'L. Parente'.

Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 70927770-019-3PRIORITY

Darebin City Council
ABN 75 815 980 522

Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay
Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your
language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

INFORMATION ONLY

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 2824/2023
Darebin Reference Number: 44840.7

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	16-Nov-2023
Assessment Number	44840.7
Applicant Reference	70927770-017-9:98272
Certificate Number	2824/2023
Property Location	7/282-284 Mansfield Street THORNBURY VIC 3071
Property Description	CT-9342/167 Lot 7 RP 13903

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, 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.

The level of value date is 1-Jan-2023 and the date of operation of the valuation for this property is 01-July-2023.

Site Value	\$225,000
Capital Improved Value	\$465,000
Net Annual Value	\$23,250

Certificate Number: 2824/2023
Darebin Reference Number: 44840.7

Rates and charges levied for the period 01/07/2023 - 30/06/2024

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00169972	Residential Vacant Land	0.00509916
Business	0.00297451	Business Vacant Land	0.00679889
Vacant Retail Land	0.00679889	Mixed Use Land	0.00237961

Arrears to 30-Jun-2023	\$1,996.30
Arrears of Legal Fees	\$0.00
General Rates	\$790.35
Fire Service Property Levy	\$146.40
Environmental Charge	\$321.55
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$51.85
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$3,306.45
Special Rates and Charges due:	\$0.00
Total due for property: 7/282-284 Mansfield Street THORNBURY VIC 3071	\$3,306.45

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0448407**
To pay \$3,306.45
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 448407 to pay \$3,306.45

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 2824/2023
Darebin Reference Number: 44840.7

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 2824/2023
Darebin Reference Number: 44840.7

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$28.90 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

16th November 2023

Antonys Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Antonys Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	7/282-284 MANSFIELD STREET THORNBURY 3071
Applicant	Antonys Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30809712
Conveyancing Account Number	7959580000
Your Reference	366904

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7/282-284 MANSFIELD STREET THORNBURY 3071
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water 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.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	7/282-284 MANSFIELD STREET THORNBURY 3071
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water 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.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9373740000
Rate Certificate No: 30809712

Date of Issue: 16/11/2023
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 7/282-284 MANSFIELD ST, THORNBURY VIC 3071	7RP13903	1067816	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 4.750000kL x \$2.44510000 = \$11.61</i> Estimated Average Daily Usage \$0.31	23-05-2023 to 30-06-2023	\$11.61	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 6.750000kL x \$3.34380000 = \$22.57</i> Estimated Average Daily Usage \$0.43	01-07-2023 to 23-08-2023	\$22.57	\$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Residential Sewer Usage Charge <i>4.75kL x 1.000000 = 4.75 x 0.900000 = 4.275000 x \$1.15400000 = \$4.93</i> Estimated Average Daily Usage \$0.13	23-05-2023 to 30-06-2023	\$4.93	\$0.00
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
	Balance Brought Forward \$2404.70
	Total for This Property \$2591.71

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1067816

Address: UNIT 7/282-284 MANSFIELD ST, THORNBURY VIC 3071

Water Information Statement Number: 30809712

HOW TO PAY



Biller Code: 314567
Ref: 93737400004

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/11/2023 03:39:42 PM

**OWNERS CORPORATION
PLAN NO. RP013903**

The land in RP013903 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

EDWARD LOVE 2A BYFIELD STREET RESERVOIR VIC 3073

AQ915075F 12/04/2018

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	11	11
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/11/2023 03:39:42 PM

**OWNERS CORPORATION
PLAN NO. RP013903**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	11	11
Lot 8	10	10
Lot 9	1	1
Lot 10	1	1
Lot 11	1	1
Lot 12	1	1
Lot 13	1	1
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
Total	90.00	90.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	23/846
Certificate No:	67704879
Issue Date:	21 NOV 2023
Enquiries:	MXH10

Land Address: UNIT 7, 282 -284 MANSFIELD STREET THORBURY VIC 3071

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3603045	7	13903	9342	167	\$0.00

Vendor: MARTA APRIKIDIS & CHRIS APRIKIDIS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CHRIS APRIKIDIS	2023	\$250,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$490,000
SITE VALUE:	\$250,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 67704879

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$250,000

Calculated as \$0 plus (\$250,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 67704879

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 67704879

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	23/846
Certificate No:	67704879
Issue Date:	21 NOV 2023

Land Address: UNIT 7, 282 -284 MANSFIELD STREET THORNBURY VIC 3071

Lot	Plan	Volume	Folio
7	13903	9342	167

Vendor: MARTA APRIKIDIS & CHRIS APRIKIDIS

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 67704879

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67704874

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 67704874

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCRP 13903
Address 282-284 Mansfield Street, Thornbury VIC 3071

This certificate is used for **Lot 7 on Plan of Subdivision No 13903**

Postal Address is 7 / 282-284 Mansfield Street, Thornbury VIC 3071

Applicant for the certificate is	InfoTrack on behalf of Anthonys Solicitors 03 8609 4740 Client Reference: 23/846
Address for delivery of certificate	Via email: ownerscorp@infotrack.com.au
Date that the application was received	17 th November 2023

IMPORTANT:

The information in this certificate is issued on 21-11-2023

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,733.34 and are for the period 01/07/2023 to 30/06/2024 and are payable in 6 monthly instalments, as follows:

6 MONTHLY

01/07/2023 - 31/12/2023 \$866.67 **Due & Payable 22/10/2023 Not Paid**

01/01/2024 - 30/06/2024 \$866.67 **Due & Payable 01/01/2024 to be raised**

(b) The date up to which the fees for the lot have been paid is - Not Applicable

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
----------------------------	---------------	-------------------------	---------------

Admin Amount Owing \$ 2,600.60

Admin Amount Owing \$ 0.00

Interest Due \$ 5.46

Interest Due \$ 0.00

Total Amount Due & Payable \$ 2,606.06

Total Amount Due & Payable \$ 0.00

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Description	Levy Period	Amount	Payment Received
11-04-2023	Special Levy	Painting of Eaves	\$715.64	\$715.64
26-10-2023	Special levy	Roof Repairs	\$1,673.93	\$0.00 Not Paid

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 033-297

Account Number: 381326

Lot Reference: 7

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: Contractor Johns Lyng Strata Services have been engaged to carry out works to both the external façade and internally to various units. Please see attached 2023 Special General Meeting minutes with all relevant information.

Works have now commenced as quoted and funds are available in the owner's corporation account for the amount cited. Management is unable to confirm if any additional charges will apply. Moving forward all owners will be advised if there are any unexpected variation costs. It is advised that Management be contacted for an update.

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0006079584

Type: Strata Title - Residential

Broker: Honan Insurance Group

Insurer: CHU Underwriting Agencies P/L

Premium: \$7,618.86

Paid On Date: 30/08/2023

Policy Start Date: 13/09/2023

Next Due Date:
13/09/2024

Cover	Sum Insured	Excess
Building	\$2,337,731	\$5,000
Catastrophe Insurance	Not Insured	
Common Area Contents	\$23,337	
Fidelity Guarantee	\$250,000	
Legal Expenses	\$50,000	\$1,000
Loss of Rent	\$350,659	
Lot Owners Fixtures & Improvements	\$250,000	
Machinery Breakdown	Not Insured	
Office Bearers Liability	\$1,000,000	
Public Liability	\$30,000,000	
Voluntary Workers	\$200,000 / \$2,000	
Government Audit Costs	\$25,000	
Appeal Expenses	\$100,000	
Flood	Insured	
Earthquake	Insured	\$10,000

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

282-284 Mansfield Street, Thornbury VIC 3071

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 22,931.73
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 22,931.73

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: There is a Licence Agreement Re: Unit 3/282-284 Mansfield Street, Thornbury.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with Love & Co Strata Management.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 21-11-2023

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

2A Byfield Street,
Reservoir VIC 3073
Tel: (03) 9474 4500
Email: admin@loveoc.com.au
Love Owners Corporation T/A Love & Co Strata Management
ABN: 92 926 519 462

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT

- 1. Information contained in this certificate is deemed to be true and correct from available information at the time this certificate was prepared and issued.**
- 2. This information is subject to change without notice.**
- 3. It is strongly advised that a verbal update prior to settlement of the property be obtained from both parties acting on behalf of the vendor and purchaser.**
- 4. It is further advised that should a update be requested from either party that this update will be provided at no charge if the request is made within 90 days of the issue date of this certificate. Once the 90 day grace period has lapsed an application must be made for a new certificate.**
- 5. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 21-11-2023

This owners corporation certificate was prepared by:



Maria Gangi
On Behalf of

Daniela Varrasso

2A Byfield Street,
Reservoir VIC 3073
Tel: (03) 9474 4500
Email: admin@loveoc.com.au
Love Owners Corporation T/A Love & Co Strata Management
ABN: 92 926 519 462

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

A Lot owner or occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a subcommittee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.

3. Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the Lot owner or occupier and the owners corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the Lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

An owner or occupier of a Lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other Lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers, and invitees on common property

An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

1. An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Annual General Meeting Minutes

For Strata OCRP 13903

282-284 Mansfield Street, Thornbury, VIC, 3071

Held AT Time: 04:00 PM, on 16 August 2023

At, Venue: Via Zoom Online Video Conference with Link <https://zoom.us/j/3394744504>

CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lots Owners in Attendance

Lot 1	Hannah Rae Antoinette Adams	Owner present
Lot 2	Darrell Dodds	Owner present
Lot 3	Megan Ellen Voss	Owner present
Lot 4	Louise Wilson	Owner present
Lot 7	Chris Aprikidis & Martha Susana Aprikidis (non- financial)	Owner present
Lot 8	Salvatrice Cataldo	Owner present

Additional Attendees

Nil

Proxies

Nil

Apologies

Nil

Chairperson

Daniela Varrasso

Determination of Quorum

Upon presentation of all proxies and noting all attendances, it was confirmed that as 50% or over of occupiable lots represented, a quorum was declared and therefore, the decisions made in the Annual General Meeting are decisions of the Owners Corporation in accordance with Section 77 of the Owners Corporation Act 2006.

1. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 21st of September 2022 be confirmed as a true and correct record of the proceedings of that meeting

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

2. MANAGEMENT CONTRACT

The Owners Corporation Members note that the Owners Corporation is currently in a **3** years agreement with **Love & Co Strata Management**, that expires on 30th of August 2025.

3. MANAGER'S REPORT

ORDINARY RESOLUTION

Resolved that the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

4. COMMITTEE REPORT

ORDINARY RESOLUTION

It was resolved by Members present that **no report** was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

5. ELECTION OF A COMMITTEE & OR CHAIRPERSON

ORDINARY RESOLUTION

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

The Owners Corporation Members resolve **not to elect** a Committee of the Owners Corporation, and to appoint **only** a Chairperson to serve on behalf of all members.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

COMMITTEE & CHAIRPERSON ELECTION

To elect a Chairperson and members of the Committee for the Owners Corporation.

Love & Co Strata Management will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

ELECTION OF Ordinary Member

Louise Wilson have been elected as Chairperson.

Name	Details	Votes	Outcome
Louise Wilson	Chairperson	0	Elected, reason: Elected Unopposed

7. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
2. The power to remove a committee or officer of the Owners Corporation.
3. The power to set the annual fees or levies (except in terms of the Act).

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

8. OCCUPATIONAL HEALTH & SAFETY

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

9. OCCUPATIONAL HEALTH & SAFETY REPORT - NOT COMPLETED

ORDINARY RESOLUTION

There is no professional Occupational Health and Safety (OH&S) Audit has been completed by the Owners Corporation at the time of this meeting.

It was resolved by members present **NOT** to arrange a professional OH&S Audit, instead, the Committee/Chairperson will complete a property risk profile report and deliver it to the manager. It was further resolved to delegate the Committee and or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to Love & Co Strata Management immediately so the risk can be addressed.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

10. ANNUAL ESSENTIAL SAFETY MEASURES REPORT

ORDINARY RESOLUTION

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 2 Domestic apartment building and requires regular inspections of the buildings' ESMs

Due to this building classification the Owners Corporation members resolve to continue to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporation Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.

It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.

The last AESMR was completed on **10th of August 2023**.

The Owners Corporation Members resolve that Love & Co Strata Management has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.

It was noted that lot owners are responsible to ensure:

- Resolved that, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, Love & Co Strata Management to the office of immediately when identified, so to ensure building compliance.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

11. ASBESTOS

ORDINARY RESOLUTION

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

On review of our records we are unable to find an asbestos report for your property as your property is built in **17th of August 1979** an asbestos report may be required.

Members present noted that the building was fully refurbished and it was believed that all asbestos has been removed.

It was resolved by members present that an Asbestos Audit is not required given the age of the property and on review of the common property.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

12. INSURANCE

12.1. INSURANCE INFORMATION

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided below:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0006079584	CHU Underwriting Agencies Pty Ltd	13 Sep 2023	Building Cover	\$2,337,731.00
			Catastrophe	Not included
			Contents	\$23,337.00
			Fidelity guarantee	\$250,000.00
			Legal Expenses	\$50,000.00
			Loss of rent	\$350,659.00
			Lot owners fixtures & improvements	\$250,000.00
			Machinery breakdown	Not included
			Office bearers liability	\$1,000,000.00
			Public liability	\$30,000,000.00
TOTAL PREMIUM: \$3,459.47				

As disclosed within the Management Agreement, Love & Co Strata Management is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to Love & Co Strata Management by the brokers with whom we are associated. The fee remunerates Love & Co Strata Management for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that Love & Co Strata Management are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

12.2. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

12.3. OFFICE BEARERS

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at **\$1,000,000.00**

12.4. VALUATION VALID AND NOT REQUIRED

The Owners Corporation is required under Section 59(2) of the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

That the last insurance valuation for the Owners Corporation was completed **on 19th of January 2022**, and it was determined that the amount in which the building sum insured is to be set at for the next 3-years is as follows:

Year 1 19/01/2022 -	\$2,237,064.00
Year 2 19/01/2023 -	\$2,337,731.00
Year 3 19/01/2024 -	\$2,442,929.00

The Owners Corporation **has completed** a Valuation report for insurance purposes.

The Owners Corporation Members noted not to obtain a valuation for insurance purposes, as it is not required.

12.5. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

The Owners Corporation Members resolve that Love & Co Strata Management is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, Love & Co Strata Management will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCE

ORDINARY RESOLUTION

Resolved that the Financial Statements for the period **1/7/22 - 30/6/23**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - \$21,919.31

The Maintenance Fund Closing Balance - \$0.00

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion **CARRIED**.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

14. BUDGET

14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **1/7/23 - 30/6/24**, be confirmed at **\$13,000**.

The Members instructed Management to decrease the Administration Fund Budget from \$15,330.00 to **\$13,000.00** to utilise some surplus funds in the Owners Corporation account.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion **CARRIED**.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

14.2. MAINTENANCE FUND BUDGET

ORDINARY RESOLUTION

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion **CARRIED**.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the levy statements be issued **six-monthly** in advance and in accordance with lot liability.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion **CARRIED**.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

INFORMATION ONLY

15. DEBT RECOVERY

15.1. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55
3	30	Final Fee Notice	\$55
4	60	Debt Collection Notice	Legal Costs Plus \$55

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

15.2. PENALTY INTEREST

ORDINARY RESOLUTION

Resolved that the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

16. UTILITY BROKERING

ORDINARY RESOLUTION

Resolved that the Owners Corporation authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

For:	5	Against:	0	Abs:	0	Inv:	1
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Motion CARRIED.

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

17. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

17.1 POSSIBLE ROOF REPLACEMENT

The Members discussed that further to receiving a report that Lot 8 experienced water ingress through a light fitting, Patterson Plumbing was organised to investigate & determine the cause of water ingress into the private lot. Patterson Plumbing recommended installing a catchment tray in the roof cavity above Lot 8 and in time he recommended replacing the wooden Battens and the entire roof which would be quite costly. As the impending cost was substantial Management proposed a Roof Inspection Report be carried

out which also included recommendations to rectify the issue. Further to the Chairperson's approval Blue Sky Roof Inspection was engaged to carry out the report. The Members also discussed that it may be prudent to place Coldania – Painting Of Eaves works on hold until the report is received, and the Owners Corporation has a clear idea of works to be carried out.

Post AGM – Management received the completed report from Blue Sky Inspection, and we are happy to advise that whilst recommendations are included in the report for various repairs to be carried out at different areas of the roof, replacement of the entire roof is not required.

Further to receiving the Roof Inspection Report, Management received instructions from the Chairperson – Louise to advise Coldania that works - Painting of Eaves is to proceed.

Action: Management to obtain quotes from roofing contractors to carry out the recommendations/repair works as outlined in the Roof Inspection Report. Once received Management is to forward quotes to Chairperson for consideration and instructions.

18. NEXT ANNUAL GENERAL MEETING

Noted that the next Annual General Meeting will be held:

Date	August 2024
Time	04:00 PM
Venue	Stratavote

The date, time and/or location may be changed in the event of unforeseen circumstances.

Note: additional fees will occur for meeting outside business hours.

19. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **04:52 PM.**

Special General Meeting Minutes

For Plan 13903

282-284 Mansfield Street, THORBURY VIC 3071

Time: 05:30pm, Date: Wednesday, 21 June 2023

Via: Zoom Online Web Conference

Please note the following document sets out the procedure of the meeting and what was voted upon.

1. QUORUM

5 lots represented of a total 8 lots.

QUORUM OF OWNERS - As over 50% of lot owners were represented and therefore the decisions made in the Special General Meeting are decisions of the Owners Corporation and will be actioned.

Members Present

Lot 3 – Megan Voss

Lot 6 – Patrick Wise

Lot 7 - Chris & Martha Aprikidis

Lot 8 – Salvatrice Cataldo

Proxies

Lot 4 – Louise Wilson by proxy to Love & Co Strata Management

Apologies

Nil

ARREARS

The manager advised the meeting that one lot owner would be ineligible to vote on ordinary resolutions as their contributions were not paid up to date, however, are eligible to vote on special or unanimous resolutions.

NB: Non-financial members are not entitled to vote except on special or unanimous resolutions any non-financial member present personally or by proxy cannot be counted as part of the quorum unless a special resolution is on the agenda for the meeting.

MOTIONS FOR VOTING

2. CHAIRPERSON

The Owners Corporation resolved by ordinary resolution to appoint Maria Gangi - Love&Co Strata Management as Chairperson for the meeting.

Moved	Unit 3	Seconded	Unit 6	Against	
Motion	All in favour - Motion carried				

3. MINUTES OF PREVIOUS MEETING

The Owners Corporation members resolve by ordinary resolution to receive and confirm the minutes of the last Annual General Meeting, dated 21 September 2022 as being a true and correct record of that meeting.

Moved	Unit 4	Seconded	Unit 3	Against	
Motion	All in favour - Motion carried				

4. OUTCOME OF AFCA (AUSTRALIAN FINANCIAL COMPLAINT AUTHORITY) CLAIM & DISCUSS INSURANCE CLAIM SETTLEMENT

4.1 The Owners Corporation Members resolve by ordinary resolution to discuss the cash settlement offer by the Insurer Strata Community Insurance (SCI).

Deed of Release for the Offer amount \$65,575.32 being the quoted cost of repairs \$65,075.32 less \$500.00 policy excess.

The members present agreed to accept the Deed of Release offer. Management will now contact the insurer and advise of above. The Deed of Release is to be executed and signed by the Chairperson of the Owners Corporation.

Moved	Unit 6	Seconded	Unit 3	Against	
Motion	All in favour - Motion carried				

4.2 The Owners Corporation Members resolve by ordinary resolution to discuss the attached quotations and to appoint one of the contractors below to carry out the works.

- SCI quotation obtained:

(i) Contractor H2O Solutions - Cost of works \$44,418.13

This quotation has been obtained by the Insurer as part of the AFCA requirement and is for comparison only.

- Love Owners Corporation obtained:

(i) John Lyng Strata Services - Cost of Works \$65,075.32

The members present voted to appoint John Lyng Strata Services – Cost of Works \$65,075.32 (gst inclusive) as quoted. Inclusive as part of the scopes works a site supervisor will be appointed.

The member of Unit 8 has requested that all internal works to her unit as quoted by the contractor Johns Lyng Strata Services **are to be totally excluded**. At the request of the

member of unit 8 any internal works will be at her own expense. Management will contact John Lyng Strata Services and request the quotation be amended to exclude unit 8. The total estimate for the works will now be amended to exclude unit 8, in which the total estimate for the works will now be amended. At the request of the member of unit 8 the cost of the repairs to unit 8 monies will be made available in the owner's corporation account. The funds will be utilised as part of the expenditure account, without any further requests to return the funds to the owner of unit 8.

Management advised that once the Deed of Release is signed and released no further requests or correspondence could be considered against the insurance claim No CRS20117649.

Moved	Unit 3	Seconded	Unit 4	Against	
Motion	All in favour - Motion carried				

*****Please see attached amended quotation excluding internal works to Unit 8 as per above request.**

4.3 The Owners Corporation to discuss the Water Proofing works and to approve the attached quotation. These works are part of common property.

Moved	Unit 3	Seconded	Unit 6	Against	
Motion	All in favour - Motion carried				

4.4 Members resolve by ordinary resolution for management to raise a separate levy to meet variation costs that may arise pertaining to the works. The total amount to be raised is \$4,000 this amount is to be confirmed.

This variation costs will not proceed. Members voted to proceed with Item 4.5 please see below.

Moved	Unit 4	Seconded	Unit 6	Against	
Motion	Motion defeated				

4.5 The Owners Corporation members resolve by ordinary resolution to delegate authority to the chairperson to instruct management to raise any additional special levies in the event unexpected works may arise to meet any shortfall if deemed necessary.

Members present agreed to accept this resolution.

Moved	Unit 3	Seconded	Unit 6	Against	
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Motion All in favour - Motion carried

4.6 Members resolve by ordinary resolution as per the Contract of Appointment (Owners Corporation Manager) Management will charge 5.5% of the project value and include this cost in the special levy.

Management explained that as per the Contract of Appointment the amount of \$4,500.00 will be incurred time relating to the AFCA Claim.

Management also thanked the members of Unit 3 and Unit 4 for assisting their time, persistence, preparation, and attendance throughout the AFCA Hearing.

Moved	Unit 3	Seconded	Unit 8	Against	
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Motion All in favour - Motion carried

5. GENERAL BUSINESS

6. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **6:19PM**

LICENSORS
OWNERS CORPORATION: RP0013903

AND

LICENSEES
JENNA LYNNE CARLYLE AND ELYCE ANNE CARLYLE

LICENCE AGREEMENT

First Class Legal
6/94-96 Grimshaw Street
Greensborough Vic 3088
DX 98825 GREENSBOROUGH
Email: monalisa@firstclasslegal.com.au
Tel: 1300 956 321
Fax: 9439 4701
Ref: 18/01578

THIS AGREEMENT made the 5th day of JULY Two Thousand and Eighteen

BETWEEN BODY CORPORATE STRATA PLAN NO. 13903 of 282-284 Mansfield Street Thornbury in the State of Victoria (herein called "The Licensor") of the one part


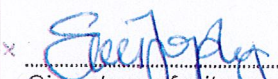

AND JENNA LYNNE CARLYLE AND ELYCE ANNE CARLYLE of Unit 3 & Accessory Unit 14, 282-284 Mansfield Street Thornbury in the said State (hereinafter called "The Licensee") of the other part IN CONSIDERATION of the sum of ONE dollar (\$1.00) paid by the Licensee to the Licensor, the Licensor HEREBY GRANTS to the Licensee -

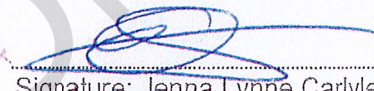


1. Exclusive licence and full liberty to the use and occupation of the areas "C3" and "C" being part of the common property at Unit 3 & Accessory Unit 14, 282-284 Mansfield Street Thornbury as shown on the Licence Plan attached hereto.
2. The Licensee hereby covenants to maintain any existing fences in good and proper repair as well as the land and shall comply with any directions of the Owners Corporation with regard to the cleanliness of the land and shall comply with any By-Laws of the Owners Corporation.
3. The Licensee shall keep the Owners Corporation indemnified against all damages and loss sustained by the Owners Corporation or any third parties relating directly or indirectly to the land howsoever caused.
4. The Licensee shall not use the land for any offensive or immoral purpose nor shall the Licensee cause or permit to be caused any nuisance upon the land.
5. The Licensor agrees that the benefit of the Licence hereby granted may be assigned to any subsequent occupier of the Lot hereby referred to in the Schedule hereto.
6. The term of this Licence is agreed to be 99 years from the date hereof.

Execution page

IN WITNESS WHEREOF

the parties hereto have hereunto set their hands on the 5TH day of JULY 2018
hereinbefore written.

SIGNED BY the said OWNERS CORPORATION NO 13903 in the presence of:)	
)	Signature
)	ELYCE CARLYLE
Signature of witness)	Name of Signatory
EMMA BROPHY)	
Print name of witness)	
41 CORSAIR ST, RICHMOND, 3121)	
Address of witness)	

SIGNED BY the said Jenna Lynne Carlyle and Elyce Anne Carlyle in the presence of:)	
)	Signature: Jenna Lynne Carlyle
)	
Signature of witness)	Signature: Elyce Anne Carlyle
S. Cadeudo)	
Print name of witness)	
171 GORDON STREET COBURG 3056.)	
Address of witness)	

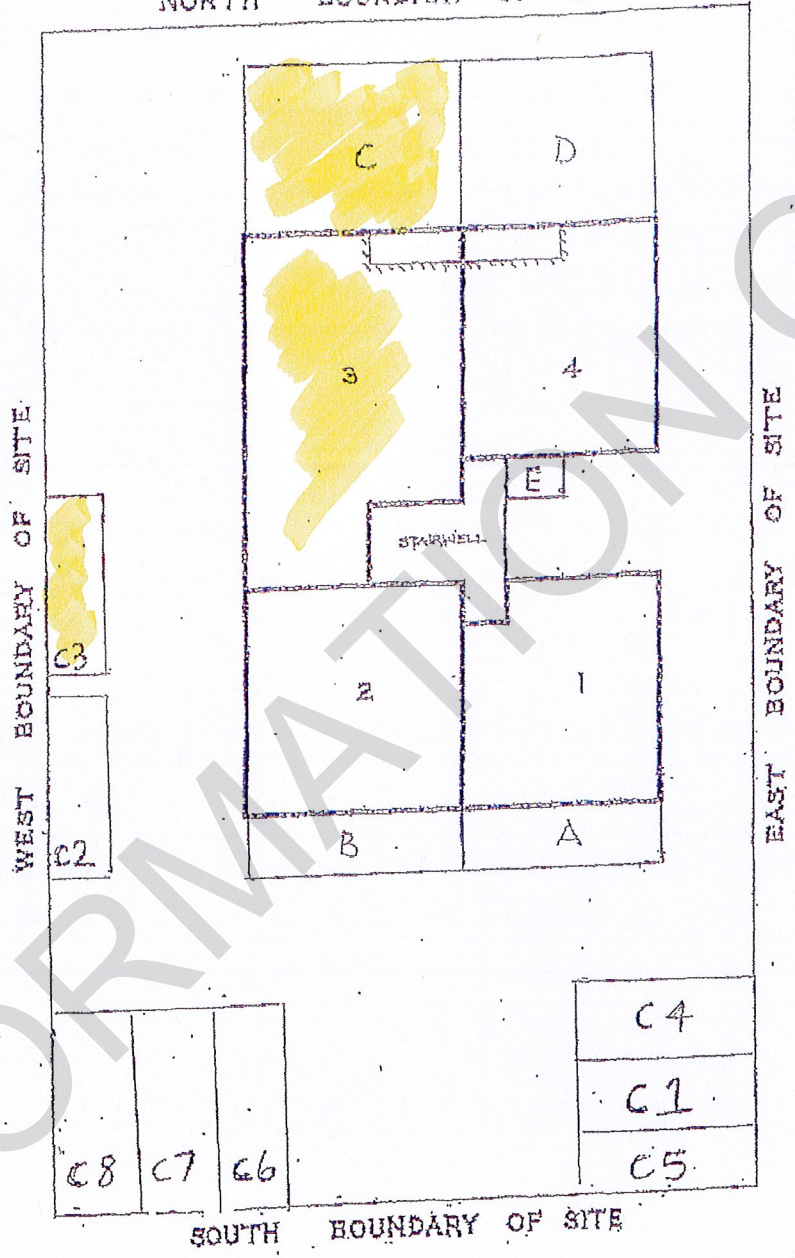
H602993

GROUND STOREY

AND GROUND LEVEL

473

MANSFIELD STREET
NORTH BOUNDARY OF SITE



WEST BOUNDARY OF SITE

EAST BOUNDARY OF SITE

SOUTH BOUNDARY OF SITE

INFORMATION ONLY

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TI

STRATA PLAN A



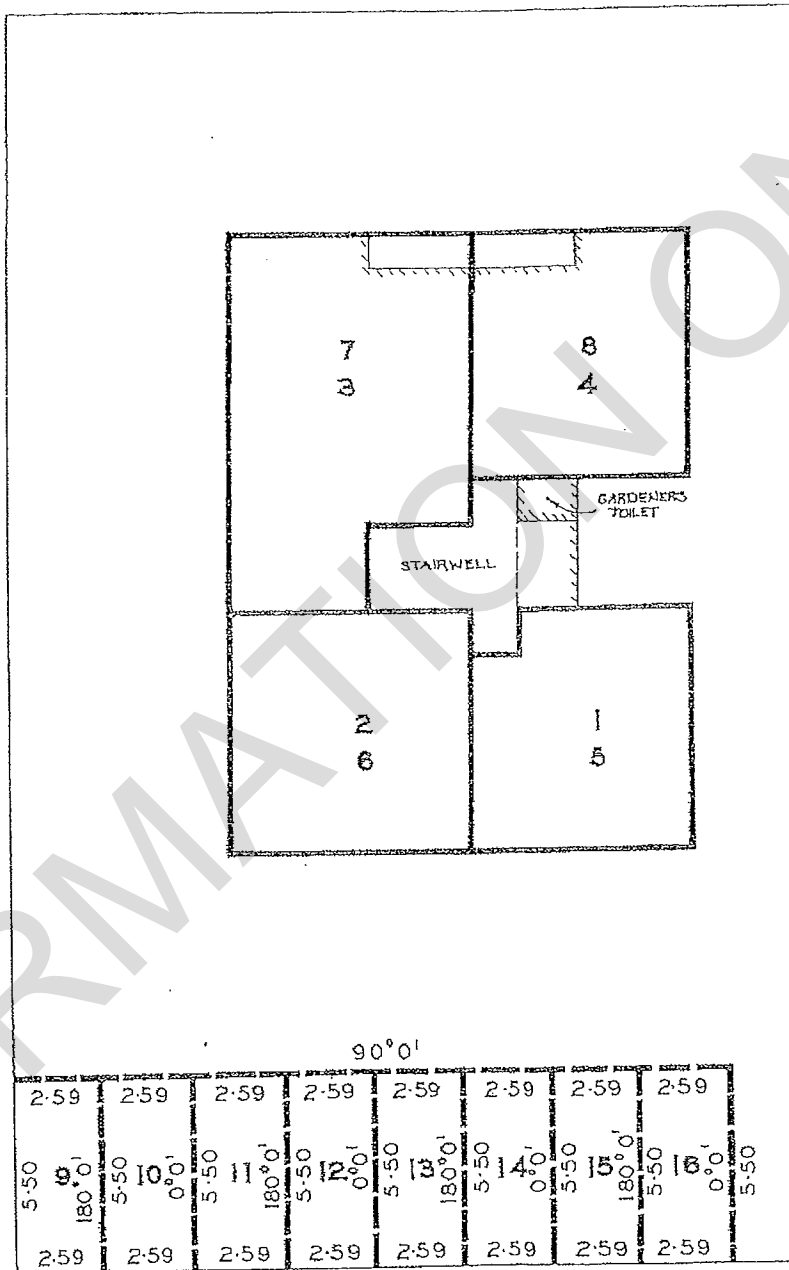
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GROUND STOREY AND
TOPMOST STOREY
AND GROUND LEVEL

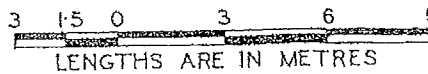
MANSFIELD STREET
NORTH BOUNDARY OF SITE

WEST BOUNDARY OF SITE

EAST BOUNDARY OF SITE



SOUTH BOUNDARY OF SITE



ResCom Mortgages Pty Ltd.
ACN 067 431 912

HEAD OFFICE MELBOURNE
100 Park Street
South Melbourne Vic 3205
Tel (03) 8699 8000
Fax (03) 8699 8099

Email: mortgages@rescom.com.au
www.rescom.com.au

Associated offices throughout Victoria

[Signature]
Licensed Surveyor
Sheet 3 of 3 Sheets.

Adshhead and McQuis P.L., Land Surveyors,
101 Barry Street, Carlton 3053.

Ref: 2530

STRATA PLAN B

H602993

GROUND STOREY

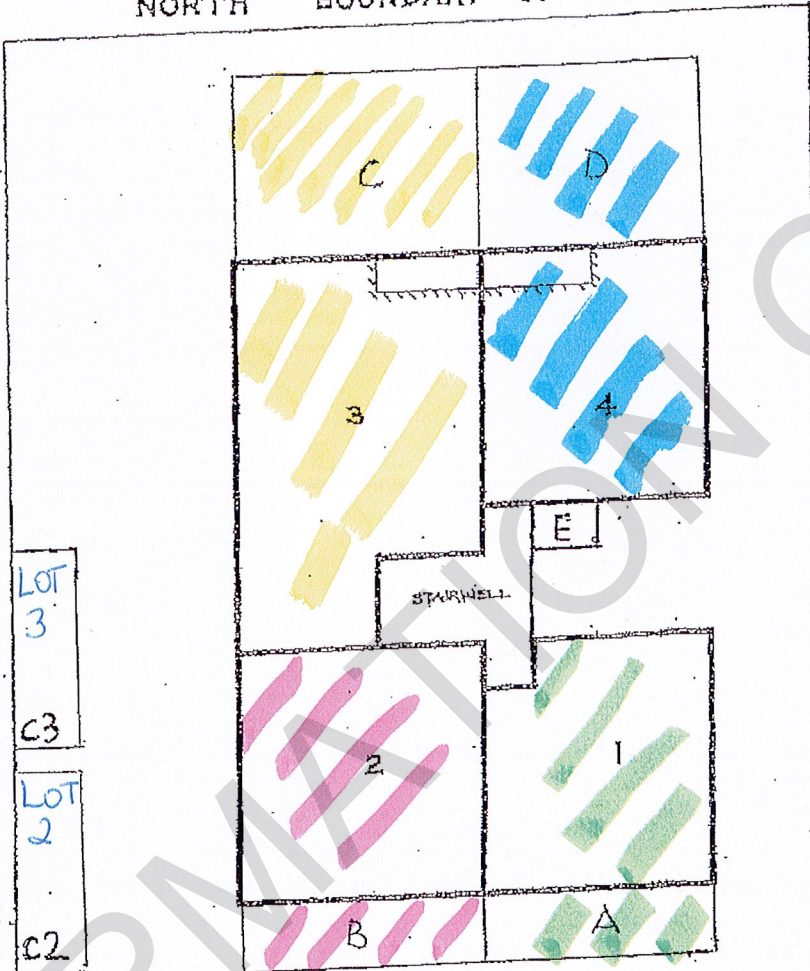
AND GROUND LEVEL

472

MANSFIELD STREET
NORTH BOUNDARY OF SITE

WEST BOUNDARY OF SITE

EAST BOUNDARY OF SITE



LOT 3
C3
LOT 2
C2

LOT 8	LOT 7	LOT 6
C8	C7	C6

LOT 4	C4
LOT 1	C1
LOT 5	C5

SOUTH BOUNDARY OF SITE

AS
TI

Friday, 30 June 2023

No: JSTV03196/3CE

OC13903 , C/- Strata Plan OC13903
282-284 Mansfield Street
Thornbury, VIC 3071

Attn: OC13903,

RE: 282-284 Mansfield Street Thornbury VIC Australia 3071

Thank you for choosing Johns Lyng to provide you with a quote for works to the above mentioned property.

Please find enclosed our scope of works, quoted price and also an Authority to proceed document for completion and return should you accept our scope and quoted price.

Please note: Johns Lyng Strata have constructed this estimate based on preliminary site assessment of Unit 3 & 4, 282-284 Mansfield Street, Thornbury

Please note: Should building works proceed, any unforeseen damages may incur additional costs. However we have completed due diligence to incorporate all foreseeable costs.

- No allowance has been made for upgrade works. Should we find any items that demand upgrades for legal or compliance requirements - this may incur additional costs.

- No allowance has been made for any item excluded in the scope of works.

- Quote based on scope of works provided by Hawthorn Consulting Engineers (JOB NO. E21251-22 DATE: 30 January 2023)

- Please note no works based on Engineering recommendations have been included in this quote - These recommendations are -

- Cut down the offending trees and have their tree roots grubbed out o remove the influence of tree root drying.

- Engage a roof plumber to investigate the roof drainage system of the building, with the view to determining the cause of water ingress to the eaves lining, and making repairs / upgrades as required.

- Improve the site drainage so that all surfaces that are relatively flat or sloping towards the building on the west and east sides of the building, are to be re-graded to slope away from the building and drain into the stormwater system or have a suitable surface drainage system installed in accordance with the current Australian Standards

SITE ADDRESS

282-284 Mansfield Street Thornbury VIC Australia 3071

1 PRELIMINARIES

- 1.1 Provide Public Liability Insurance to \$20M and insure property to the extent of the contract whilst works proceed
- 1.2 Carry out works as per our Terms and Conditions
- 1.3 At handover, provide all warranties, insurance and certificates of compliance relative to the project
- 1.4 Allowance for all necessary administration work through out the duration of works
- 1.5 Provide adequate Supervision for duration of works
- 1.6 Provide Home Owners Warranty Insurance Certificate in accordance with Scope of Works and statutory requirements - allowance made for each affected unit
- 1.7 Allowance to dispose of trade related waste
- 1.8 Allow to provide temporary floor protection to apartment including to newly installed flooring for duration of remaining work's.
- 1.9 Access to power and water to made available on site for duration of works when required

2 HELIFIX REINFORCING

- 2.1 Carry out helifix reinforcing to external North side and patch repairs to internal cracks within Units 3 & 4 based on recommendations from Hawthorn Consulting Engineers
- 2.2 Supply and install helibars and remedial brick ties in large crack where separation of brickwork has appeared
- 2.3 Prepare joins, epoxy grout/resin and install helibars and tooled as helifix detail

3 RENDER

- 3.1 UNIT 3 - PRIMARY BEDROOM 3.5 X 2.8 METRES
- 3.2 Apply solid plaster to wall around window and where cracks lead out from window
- 3.3 UNIT 3 - GUEST BEDROOM 2.9 X 3.5 METRES
- 3.4 Apply solid plaster to walls around window
- 3.5 UNIT 4 - KITCHEN - 1.9 X 1.8 METRES
- 3.6 Apply solid plaster to walls next to window
- 3.7 UNIT 4 - TOILET 0.9 X 1.5 METRES

- 3.8 Apply solid plaster to wall next to cistern
- 3.9 UNIT 4 - PRIMARY BEDROOM 2.8 X 2.9 METRES
- 3.10 Apply solid plaster around window frame and under curtain pelmet
- 3.11 UNIT 4 - BATHROOM 2.4 X 1.5 METRES
- 3.12 Apply solid plaster next to window in shower area and next to entrance door
- 3.13 EXTERNAL RENDER (APPROX. 44 LINEAL METRES X 5 METRES HIGH MAX)
- 3.14 UNIT 3 & 4 required external rendering in courtyard area around windows on onto corner of building. Mesh cracks, render and texture walls where needed to match existing as near as practical
- 3.15 Eastern walkway wall around to entry doors (approx. 11 metres - mesh crack, render and text walls where needed to match existing as near as practical)
- 3.16 Common area driveway wall - Render and texture walls where needed to match existing as near as practical
Approx. 80sqm

4 PAINTING

- 4.1 UNIT 3 - PRIMARY BEDROOM 3.5 X 2.8 METRES
- 4.2 Prepare and paint two walls (including skirting board) with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 15.5sqm
- 4.3 UNIT 3 - GUEST BEDROOM 2.9 X 3.5 METRES
- 4.4 Prepare and paint walls around window with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 15sqm
- 4.5 UNIT 4 - KITCHEN - 1.9 X 1.8 METRES
- 4.6 Prepare and paint two walls with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 15sqm
- 4.7 Prepare and paint ceiling and standard cornice with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 10.5sqm
- 4.8 UNIT 4 - TOILET 0.9 X 1.5 METRES
- 4.9 Prepare and paint walls throughout toilet with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 13.5sqm
- 4.10 UNIT 4 - PRIMARY BEDROOM 2.8 X 2.9 METRES & BUILT IN ROBE
- 4.11 Prepare and paint ceiling and standard cornice with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 15sqm
- 4.12 Prepare and paint two walls with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 24sqm
- 4.13 UNIT 4 - LIVING/ DINING ROOM 6.7 X 3.0 METRES
- 4.14 Prepare and paint ceiling and standard cornice with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 20sqm

- 4.15 Prepare and paint two walls with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 20sqm
- 4.16 UNIT 4 - BATHROOM 2.4 X 1.5 METRES
- 4.17 Prepare and paint two walls with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 15.5sqm
- 4.18 Prepare and paint ceiling and standard cornice with an acrylic/oil system in a colour as close as practical to best match existing finish, paint to the nearest breakpoint as per AS/NZ 2311. 2009
Approx. 5sqm

5 PLASTER

5.1 UNIT 4 - LIVING/ DINING - 6.7 X 3.0 METRES

5.2 Replace broken cornice in living room
(min cost)

6 CARPENTRY

6.1 UNIT 3 - PRIMARY BEDROOM - 3.5 X 2.8 METRES

6.2 Remove, dispose and replace damaged timber skirting to elevation to match existing as practical to existing profile
approx. (67 x 18 MDF single bevel edge)
Approx. 5 lineal metres (Min cost)

7 FLOOR & WALL TILING

7.1 UNIT 4 - KITCHEN

7.2 Remove and replace the cracked wall tile to match existing (min. cost)

STANDARD EXCLUSIONS

Any item not detailed in this Scope of Works.

Fees or work associated with upgraded required by any authority including BAL and Energy Rating.

Removal of contents, fixtures or fittings not previously mentioned in this Scope of Works.

Special Union or WorkSafe requirements.

Removal or work associated with environmentally hazardous materials and provision of clearance certificates.

Fees or costs associated with negotiation or application to town planning authority for road and footpath closures are not included (if required a variation cost will apply)

Unless specified if there are any internal works no allowances have been made for furniture removal or storage from affected areas. If this is required this may be charged at an additional cost

Please note: Johns Lyng Strata have constructed this estimate based on preliminary site assessment of Unit 3 & 4, 282-284 Mansfield Street, Thornbury

Please note: Should building works proceed, any unforeseen damages may incur additional costs. However we have completed due diligence to incorporate all foreseeable costs.

- No allowance has been made for upgrade works. Should we find any items that demand upgrades for legal or compliance requirements - this may incur additional costs.
- No allowance has been made for any item excluded in the scope of works.
- Quote based on scope of works provided by Hawthorn Consulting Engineers (JOB NO. E21251-22 DATE: 30 January 2023)
- Please note no works based on Engineering recommendations have been included in this quote - These recommendations are -
- Cut down the offending trees and have their tree roots grubbed out to remove the influence of tree root drying.
- Engage a roof plumber to investigate the roof drainage system of the building, with the view to determining the cause of water ingress to the eaves lining, and making repairs / upgrades as required.
- Improve the site drainage so that all surfaces that are relatively flat or sloping towards the building on the west and east sides of the building, are to be re-graded to slope away from the building and drain into the stormwater system or have a suitable surface drainage system installed in accordance with the current Australian Standards

Our estimate for these works is

	\$58,881.25
GST	\$5,888.13
TOTAL	<u>\$64,769.38</u>

This quotation is subject to our standard Terms and Conditions of Quotation found on our website at www.johnslyng.com.au.

If you require any more information or wish to discuss anything in relation to the above, please do not hesitate to contact me.

Many thanks for allowing us the opportunity to provide this quotation to you and we certainly look forward to commencing works on your property.

Yours sincerely,

Christian Egan
Estimator
0422 210 362

INFORMATION ONLY

SITE ADDRESS

282-284 Mansfield Street Thornbury VIC Australia 3071

QUOTATION ACCEPTANCE

I/We hereby accept Johns Lyng Strata Services Victoria Pty Ltd's quotation and scope of works listed above on behalf of Strata Plan OC13903 .

Signature:

Dated:

Johns Lyng Strata Services Victoria Pty Ltd Contact Information

Please feel free to make contact as per below should you have any questions or concerns.

Site Contact Details: Christian Egan 0422 210 362

Office Contact Details: (03) 9272 0000

Our Reference Number: JSTV03196

INFORMATION ONLY

Thursday, 25 May 2023

No: JSTV03550/1CE

Love OC , C/- Strata Plan OC13903
282-284 Mansfield Street
Thornbury, VIC 3071

Dear Maria x,

RE: 282-284 Mansfield Street Thornbury VIC Australia 3071

Thank you for choosing Johns Lyng to provide you with a quote for works to the above mentioned property.

Please find enclosed our scope of works, quoted price and also an Authority to proceed document for completion and return should you accept our scope and quoted price.

Please note: Johns Lyng Strata have constructed this estimate based on preliminary site assessment of 282-284 Mansfield Street, Thornbury

Please note: Should building works proceed, any unforeseen damages may incur additional costs. However we have completed due diligence to incorporate all foreseeable costs.

- No allowance has been made for upgrade works. Should we find any items that demand upgrades for legal or compliance requirements - this may incur additional costs.

- No allowance has been made for any item excluded in the scope of works.

- Please note exact methods of completion of works may vary from scope provided but overall price will remain as quoted

Fees or costs associated with negotiation or application to town planning authority for road and footpath closures are not included (if required a variation cost will apply)

- No allowance has been made for any mould remediation, if this is required this may be charged as a variation.

- No allowance has been made for render repair, if required this can be completed with the larger scope of works at an agreed price.

SITE ADDRESS

282-284 Mansfield Street Thornbury VIC Australia 3071

1 PRELIMINARIES

- 1.1 Provide Public Liability Insurance to \$20M and insure property to the extent of the contract whilst works proceed
- 1.2 Carry out works as per our Terms and Conditions
- 1.3 At handover, provide all warranties, insurance and certificates of compliance relative to the project
- 1.4 Allowance for all necessary administration work through out the duration of works
- 1.5 Provide adequate Supervision for duration of works
- 1.6 Access to power and water to made available on site for duration of works when required

2 WATERPROOFING

- 2.1 UNIT 4 TOILET (FORMER GARDENERS' TOILET)
- 2.2 Remove soil from against the building and clean walls from all debris
- 2.3 Apply 2 coats of UV Stable waterproofing membrane to two toilet walls

STANDARD EXCLUSIONS

Any item not detailed in this Scope of Works.

Fees or work associated with upgraded required by any authority including BAL and Energy Rating.

Removal of contents, fixtures or fittings not previously mentioned in this Scope of Works.

Special Union or WorkSafe requirements.

Removal or work associated with environmentally hazardous materials and provision of clearance certificates.

Fees or costs associated with negotiation or application to town planning authority for road and footpath closures are not included (if required a variation cost will apply)

Unless specified if there are any internal works no allowances have been made for furniture removal or storage from affected areas. If this is required this may be charged at an additional cost

Please note: Johns Lyng Strata have constructed this estimate based on preliminary site assessment of 282-284 Mansfield Street, Thornbury

Please note: Should building works proceed, any unforeseen damages may incur additional costs. However we have completed due diligence to incorporate all foreseeable costs.

- No allowance has been made for upgrade works. Should we find any items that demand upgrades for legal or compliance requirements - this may incur additional costs.

- No allowance has been made for any item excluded in the scope of works.

- Please note exact methods of completion of works may vary from scope provided but overall price will remain as quoted

Fees or costs associated with negotiation or application to town planning authority for road and footpath closures are not included (if required a variation cost will apply)

- No allowance has been made for any mould remediation, if this is required this may be charged as a variation.

- No allowance has been made for render repair, if required this can be completed with the larger scope of works at an agreed price.

Our estimate for these works is

	\$2,146.88
GST	\$214.69
TOTAL	<u>\$2,361.57</u>

This quotation is subject to our standard Terms and Conditions of Quotation found on our website at www.johnslyng.com.au.

If you require any more information or wish to discuss anything in relation to the above, please do not hesitate to contact me.

Many thanks for allowing us the opportunity to provide this quotation to you and we certainly look forward to commencing works on your property.

Yours sincerely,

Christian Egan
Estimator
0422 210 362

INFORMATION ONLY



SITE ADDRESS

282-284 Mansfield Street Thornbury VIC Australia 3071

QUOTATION ACCEPTANCE

I/We hereby accept Johns Lyng Strata Services Victoria Pty Ltd's quotation and scope of works listed above on behalf of Strata Plan OC13903 .

Signature:

Dated:

Johns Lyng Strata Services Victoria Pty Ltd Contact Information

Please feel free to make contact as per below should you have any questions or concerns.

Site Contact Details: Christian Egan 0422 210 362

Office Contact Details: (03) 9272 0000

Our Reference Number: JSTV03550

INFORMATION ONLY

17. J. A. 19. 2003

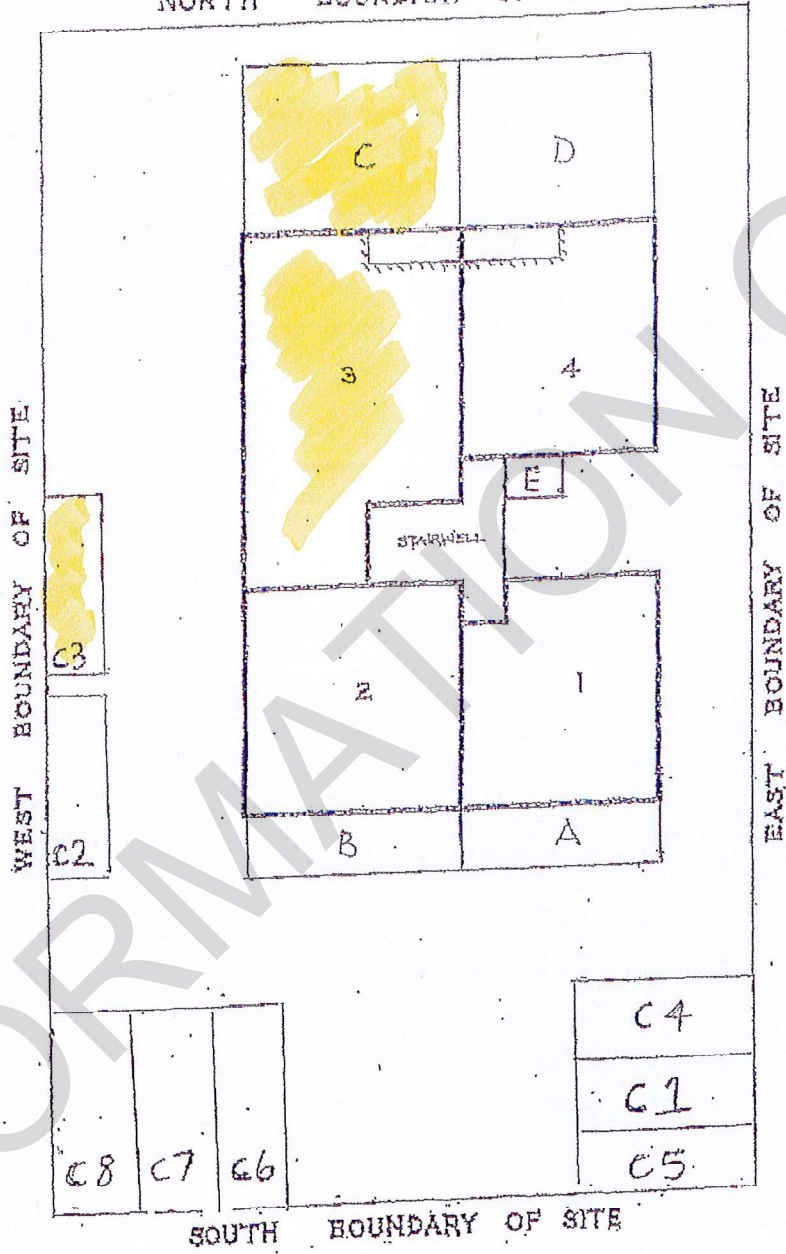
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GROUND STOREY

AND GROUND LEVEL

473

MANSFIELD STREET
NORTH BOUNDARY OF SITE



EAST BOUNDARY OF SITE

WEST BOUNDARY OF SITE

SOUTH BOUNDARY OF SITE

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STRATA PLAN B

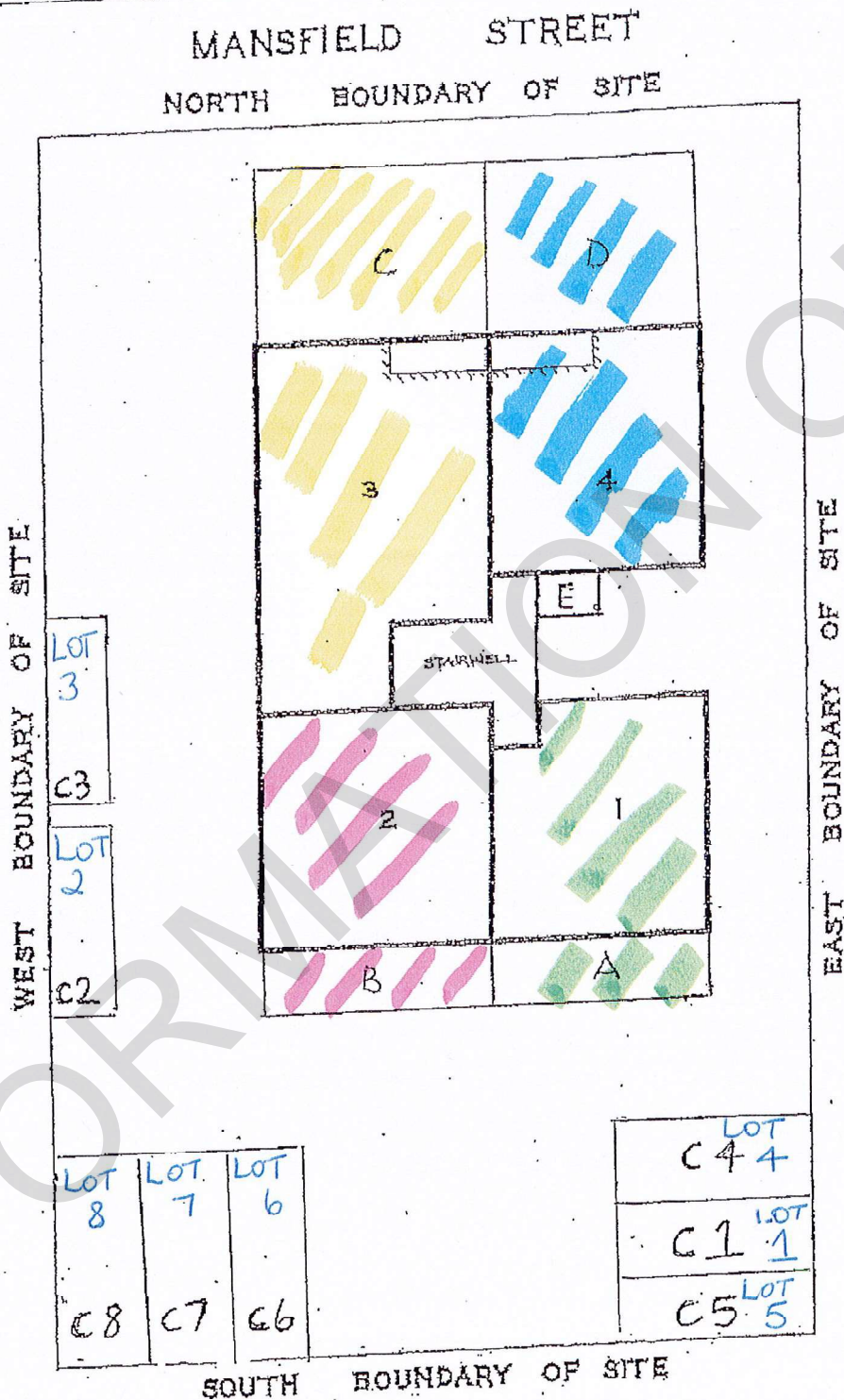
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GROUND STOREY

AND GROUND LEVEL

472



AS
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Residential rental agreement

no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed.

31/05/2021

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2 Premises let by the rental provider

Address of premises

7/282-284 Mansfield Street, Thornbury Vic

Postcode 3071

3 Rental provider details

Full name(s) or

Company name

Chris and Marta Aprikidis

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

Address

Postcode

Phone number

Email address

Rental provider's agent's details (if applicable)

Full name

JM Residential Commercial

Address

Level 27, 101 Collins Street, Melbourne Vic

Postcode 3000

Phone number

03 8680 2586

ACN (if applicable)

Email address

hello@jmresidentialcommercial.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

Part B – Standard terms

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit bank deposit cash cheque or money order BPAY

other electronic form of payment, including Centrepay

Payment details (if applicable)

Bank Deposit to: JM Residential Commercial Rental Trust
BSB: 013 497
A/C : 3167 40427

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Yes - insert email address, mobile phone number or other electronic contact details
- No

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

- Renter 1** Yes - insert email address, mobile phone number or other electronic contact details
- No

Renter 2 Yes - insert email address, mobile phone number or other electronic contact details No

Renter 3 Yes - insert email address, mobile phone number or other electronic contact details No

Renter 4 Yes - insert email address, mobile phone number or other electronic contact details No

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name

Emergency phone number

Emergency email address

11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

No Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the *Building Act 1993* on the request of the renter.

18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or

- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional terms

21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

22 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

Signature of rental provider 1

John Michaels

Date

28/05/2021

Signature of rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

SIGN HERE

Date

29/05/2021

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

messi in comunicazione con un operatore addetto alle informazioni del dipartimento “Consumer Affairs Victoria” al numero 1300 55 81 81.

INFORMATION ONLY