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A: 131 Victoria Drive, Thomastown VIC 3074

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# Contract of sale of real estate

Vendor: Melissa Rosina Addamo

Property: Unit 2/50 Chaleyer Street, Reservoir 3073

INFORMATION ONLY

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# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property address: Unit 2/50 Chaleyer Street, Reservoir 3073

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.

## IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within three 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 three day cooling-off period does not apply if:

- you bought the property at or within three clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor have 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.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 / / 2022

Print name of person signing \_\_\_\_\_

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') \_\_\_\_\_

This offer will lapse unless accepted within \_\_\_\_\_ clear business days (three clear business days if none specified).

**SIGNED BY THE VENDOR** \_\_\_\_\_ on / / 2022

Print name of person signing Melissa Rosina Addamo

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') \_\_\_\_\_

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

**Particulars of sale**

**Vendor's estate agent:** Harcourts Thomastown of 219 High Street, Thomastown, VIC 3074.  
Telephone: 9465 7766. Mobile: 0423 753 893. Reference: Daniel Galea.  
Email: daniel.galea@rataandco.com.au.

**Vendor:** Melissa Rosina Addamo of 90 Pandora Avenue, Thomastown, VIC 3074 Australia.

**Vendor's conveyancer:** 2D Conveyancing, 131 Victoria Drive, Thomastown, VIC 3074. Reference: Dora Drakopoulos. Mobile: 0411 675 795. Email: dora@2dconveyancing.com.au

**Purchaser:**

**Purchaser's legal practitioner or conveyancer:**

Firm:  
Address:  
Telephone:  
Email:

**Land (general conditions 3 and 9):**

The land is lot 2 on plan PS635413H being the land described in certificate of title volume 11253 folio 172. Copies of the title and the plan are attached to the Vendor's Statement.

The land includes all improvements and fixtures.

**Property address:**

The address of the land is Unit 2/50 Chaleyer Street, Reservoir.

**Goods sold with the land (general condition 2.3(f)) (list or attach schedule):**

All fixed floor coverings, window furnishings, light fittings and dishwasher.

**Payment (general condition 11):**

Price	\$			
Deposit	\$		by / / 2022	(of which \$ has been paid)
Balance	\$		payable at settlement	

**GST (general condition 13)**

The price includes GST (if any) unless the words 'plus GST' appear in this box

**Not applicable**

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box

**Not applicable**

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Not applicable

**Settlement (general condition 10)**

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease (general condition 1.1)**

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

Not applicable

**Terms contract (general condition 23)**

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

Not applicable

**Loan (general condition 14)**

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

**Special conditions**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box.

Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out on the following pages.

**Electronic conveyancing**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 20 applies if the box is marked '**ec**'.

ec

**GST Withholding**

Is the purchaser required to pay a GST Amount to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act?

No - the property is not 'new residential premises'

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**GST Amount not payable by purchaser**

- 1.1 If the 'GST Withholding' box above indicates that the purchaser is **not** required to pay a GST Amount, then:
- (a) the vendor warrants that, at settlement, it will not be supplying new residential premises or potential residential land requiring payment of a GST Amount by the purchaser to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act; and
  - (b) the vendor will be taken to have complied with its obligations to provide notice to the purchaser under section 14-255 of Schedule 1 to the TA Act (if any).

INFORMATION ONLY

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## CONTRACT OF SALE OF REAL ESTATE - SPECIAL CONDITIONS

### 1 Definitions and interpretation

#### 1.1 Definitions

In this contract:

**Administrative Notice** means an administrative notice under the **Transfer of Land Act 1958 (Vic)**.

**Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:

- (a) noxious or poisonous;
- (b) harmful or potentially harmful to the health or welfare of human beings;
- (c) poisonous, harmful or potentially harmful to animals, birds or wildlife;
- (d) poisonous, harmful or potentially harmful to plants or vegetation;
- (e) obnoxious or unduly offensive to the senses of human beings; or
- (f) detrimental to any beneficial use made of the property.

**DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

**Duties Act** means the **Duties Act 2000 (Vic)**.

**Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

**ECNL** means the Electronic Conveyancing National Law as adopted or implemented in the **Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)**, as amended from time to time.

**eCT** means an electronic certificate of title acceptable to the relevant titles office.

**eCT Control** means the person that has control of an eCT as shown on a folio of the register of land kept under section 27 of the **Transfer of Land Act 1958 (Vic)**.

**ELN** means the electronic lodgement network as defined in the ECNL.

**Electronic Workspace** means a shared electronic workspace generated by the ELN.

**Environmental and Planning Law** means:

- (a) all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
- (b) all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
- (c) all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

**Foreign Acquisitions Legislation** means the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and any regulations made under that Act.

**Foreign Person** has the meaning given to that expression in the Foreign Acquisitions Legislation.

**Government Authority** means any government department, local council, government or statutory authority, public or private utility or other public or private body, that has a right to impose a requirement (including a requirement that its consent be obtained) or charge a fee in connection with the property.

**GST Amount** means the amount which the purchaser must pay to the Australian Taxation Office under section 14-250 of Schedule 1 to the **TA Act** as set out in the particulars of sale or otherwise advised by the vendor prior to settlement.

**Hazardous Materials** means:

- (a) any Contamination;
- (b) any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life

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form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment;

- (c) any item, substance or article that is either prescribed as dangerous goods within the meaning of the **Dangerous Goods Act 1985 (Vic)** or is capable of constituting a risk, threat or menace to persons or property; or
- (d) any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law.

**Insolvency Event** means:

- (a) in the case of an individual:
  - (i) the committing of an act of bankruptcy in respect of the individual within the meaning of section 40 of the **Bankruptcy Act 1966 (Cth)**;
  - (ii) the signing of an authority by the individual under Part X of the **Bankruptcy Act 1966 (Cth)**; or
  - (iii) the making of a sequestration order in respect of the estate of the individual within the meaning of the **Bankruptcy Act 1966 (Cth)**;
- (b) in the case of a corporation:
  - (i) the appointment of a controller to the property of the corporation;
  - (ii) the appointment of an administrator in respect of the company;
  - (iii) the company failing to comply with a statutory demand within the period for compliance;
  - (iv) the making of a winding up order by a court in respect of the corporation; or
  - (v) the passing of a resolution for winding up under Part 5.5 of the **Corporations Act 2001 (Cth)**; and
- (c) in respect of a Part 5.7 body, the commencement of a winding up under Part 5.7 of the **Corporations Act 2001 (Cth)** in respect of that body.

**Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

**Subscriber** has the meaning given in the ECNL.

**TA Act** means the **Taxation Administration Act 1953 (Cth)**.

## 1.2 Interpretation

In this contract, headings are inserted for convenience only and do not affect the interpretation of this contract and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party is to a party to this contract and includes the party's successors and permitted transferees and assigns and, if party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a Government Authority;

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- (i) If a party to this contract consists of two or more persons, the liability of those persons under this contract is a joint liability of all those persons or any combination of them and a several liability of each of them.
  - (j) no provision of this contract will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the contract;
  - (k) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
  - (l) if the day on or by which something must be done falls on a Saturday, Sunday or bank holiday in Victoria, that thing must be done on the next business day;
  - (m) a right includes a benefit, remedy, discretion, authority or power;
  - (n) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
  - (o) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation; and
  - (p) a reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them).

## **2 Payment**

General condition 11 is replaced with the following

### **11.1 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.

### **11.2 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.

### **11.3 The purchaser must pay all money other than the deposit:**

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

### **11.4 Payments may be made or tendered:**

- (a) up to \$1,000 in cash; 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.

### **11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.**

### **11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.**

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- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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

### 3 Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser **has given**, or is deemed by section 27(7) of the **Sale of Land Act 1962 (Vic)** 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.

### 4 Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is 'plus GST' or under general condition 13.1(a), (b) or (c)),

the vendor will issue a tax invoice for the supply when the amount of GST on the supply is received.

### 5 Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

### 6 Foreign resident capital gains withholding

General condition 15A is added

#### 15A. Foreign resident capital gains withholding

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **TA Act** have the same meaning in this general condition unless the context requires otherwise.
- 15A.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 **TA Act**. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies 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 **TA Act** ('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.
- 15A.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.
- 15A.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.
- 15A.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:

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- (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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **TA Act** must be given to the purchaser at least five business days before the due date for settlement.
- 15A.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 **TA Act**. The information must be provided within five business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 7 Service**
- General condition 17 is replaced with the following:
17. Service
- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised 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.
- 17.4 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**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in the contract.

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## **8 Notices**

General condition 21 is replaced with the following:

### **21. Notices**

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **9 GST Withholding**

### **9.1 Definitions**

Words defined or used in Subdivision 14-E of Schedule 1 to the **TA Act** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this contract unless the context requires otherwise.

### **9.2 Vendor's notice**

- (a) The purchaser acknowledges that completion of the 'GST Withholding' section of the particulars of sale (or provision of the further information referred to in the particulars of sale prior to settlement) by or on behalf of the vendor constitutes valid notice from the vendor in satisfaction of the vendor's obligations under section 14-255 of Schedule 1 to the TA Act (**GST Notice**).
- (b) The vendor warrants that the GST Notice is accurate to the best of the vendor's knowledge.

### **9.3 Purchaser's obligations**

If the purchaser is required to pay a GST Amount in accordance with section 14-250 of Schedule 1 to the TA Act, the purchaser must:

- (a) withhold any GST Amount from the vendor's entitlement to:
  - (i) the balance at settlement; or
  - (ii) the payment of the first instalment of the balance (after payment of the deposit), as the case may be.
- (b) obtain any reference number and complete or lodge any notification forms, returns or other documents required by the Commissioner to enable payment of the GST Amount;
- (c) provide the information or copies of the forms referred to in special condition 10.3(b) to the vendor prior to or at settlement;
- (d) pay the GST Amount in accordance with special condition 9.5 or 9.6; and
- (e) provide the vendor with any additional information or documents the vendor may require to prepare the GST Notice, remit the GST Amount or claim a refund or credit in respect of the GST Amount.

### **9.4 Tenants in common**

If the purchaser is comprised of two or more persons who will hold the property as tenants in common, then:

- (a) any GST Amount stated in the GST Notice is to be apportioned between them and paid by them in the same proportions in which they are buying the property; and
- (b) each purchaser acknowledges receipt of the GST Notice.

### **9.5 Payment of GST Amount through ELN**

If settlement takes place through the ELN or any other electronic conveyancing system agreed by the parties, the purchaser must instruct its Subscriber to include the GST Amount in the settlement statement requiring payment to the Commissioner in respect of this transaction.

### **9.6 Payment of GST Amount by bank cheque**

If settlement is conducted by means other than through the ELN or any other electronic conveyancing system, then:

- (a) the purchaser must give to the vendor at settlement:

- (i) a cheque drawn on an authorised deposit-taking institution for the GST Amount made payable to the 'Deputy Commissioner of Taxation'; and
  - (ii) any information or document referred to in special condition 9.3(b) to enable payment of the GST Amount by the vendor; and
- (b) the vendor must deposit the bank cheque to the credit of the Commissioner' designated bank account on the settlement date or within any further period allowed by the Commissioner.

#### 9.7 Penalties

The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the GST Amount unless the penalties or interest arise from the vendor's failure or delay including a breach of the warranty in special condition 9.2(b).

#### 9.8 No merger

This special condition will not merge on settlement.

#### 9.9 Effect on general condition 13

The purchaser will not be required to make payment of GST to the vendor under general condition 13 to the extent that it has paid the GST Amount in accordance with special condition 9.5 or 9.6.

#### 10 Purchaser's acknowledgements and limitations

The purchaser acknowledges and agrees that, except as expressly set out in this contract:

- (a) the purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor;
- (b) the purchaser has relied entirely on the purchaser's own enquiries relating to, and inspection of, the property including, but not limited to, the potential use of the property and any services to and on the property; and
- (c) the property and the goods are sold in their present condition and state of repair with any faults and defects, both latent and patent, and the vendor is not required to make any alteration or repair to the property or the goods.

#### 11 Planning

The purchaser buys the land subject to any restrictions imposed by any relevant planning legislation, regulations or schemes.

#### 12 Defects

12.1 The purchaser must not require the vendor to make good any existing damage to, or defects in, any improvements on the property or to comply with any existing notices or orders relating to the property or to meet or contribute to the cost of complying with any existing notices or orders.

12.2 The purchaser acknowledges and agrees that the following do not constitute a defect in the vendor's title:

- (a) if any improvements on the property fail to comply with any planning or building legislation, regulations, by-laws or any planning permit; or
- (b) if no guarantee exists under any relevant building or other legislation, regulations or by-laws in respect of the improvements.

12.3 The purchaser must not make any requisition or objection or claim any compensation in relation to any of the matters referred to in this special condition.

#### 13 Liability arising from Hazardous Materials

##### 13.1 Release

The purchaser releases the vendor from, and agrees that the vendor is not liable for, any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

##### 13.2 Indemnity

The purchaser is liable for and indemnifies the vendor for any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

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## **14 Foreign Acquisitions Legislation**

### **14.1 Warranty**

If the purchaser is a Foreign Person and the acquisition of the property is subject to the Foreign Acquisitions Legislation, the purchaser warrants to the vendor that the purchaser has received confirmation of;

- (a) no objection to the acquisition of the property; or
- (b) approval of the acquisition of the property,

under the Foreign Acquisitions Legislation.

### **14.2 Indemnity**

The purchaser must indemnify and compensate the vendor for any Loss which the vendor incurs as a result of:

- (a) the warranty in special condition 14.1 not being true and accurate; or
- (b) any breach by the purchaser of the Foreign Acquisitions Legislation.

## **15 Nomination**

If the purchaser nominates a substitute or additional transferee under general condition 18, the notice of nomination must include:

- (a) a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain acquire the property from the vendor; or
- (b) a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain consent to acquire the property from the vendor, this consent has been obtained; and
- (c) a copy of any consent; and
- (d) an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.

## **16 Duties Act and stamp duty**

16.1 The purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
- (b) indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.

16.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying the property.

16.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

16.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.

16.5 This special condition will not merge on settlement.

## **17 Delivery of transfer and DOL Form by purchaser**

17.1 The purchaser must:

- (a) deliver the transfer in accordance with general condition 6, and
- (b) no later than 10 days before the due date for settlement:
  - (i) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
  - (ii) sign and submit the DOL Form completed in accordance with special condition 17.1(b) to the vendor;
  - (iii) do any other things required to enable the vendor to produce a Duties Settlement Statement.

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- 17.2 If the purchaser fails to comply with special condition 17.1, then without limiting the vendor's other rights:
- (a) the vendor will not be obliged to complete this contract on the date for payment of the balance but rather on the date which is 10 days after the date the purchaser complies with special condition 17.1; and
  - (b) the purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is 10 days after the date the purchaser complies with special condition 17.1.

**18 Deposit**

Subject to the **Sale of Land Act 1962 (Vic)**, the vendor and the purchaser direct that the deposit must be held by the vendor's lawyers as stakeholder who are authorised, but not obliged, to hold the deposit in an interest bearing trust account or an interest bearing trust account term deposit until released under general condition 12.

**19 Settlement**

- 19.1 Settlement must take place no later than 3:00 pm on the date for settlement failing which settlement will be deemed to take place on the next Business Day.
- 19.2 Unless special condition 20 applies, settlement will take place at the office of the vendor's lawyers or at such other place as the vendor directs.
- 19.3 If the certificate of title is an eCT, the vendor will ensure that before settlement the eCT Control lodges an Administrative Notice nominating the eCT to a paper instrument or otherwise in the manner required to enable settlement to occur.
- 19.4 If settlement takes place after 3.00pm on the date for settlement, the purchaser is taken to be in default of the balance until the next business day and the vendor will be entitled to interest on the balance in accordance with general condition 26.

**20 Electronic conveyancing**

- 20.1 Special condition 20 applies if the particulars of sale specify, or after the day of sale the parties agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically.
- 20.2 This special condition has priority over any other provision to the extent of any inconsistency.
- 20.3 Each party must:
- (a) conduct settlement and lodgement in accordance with the ECNL;
  - (b) be (or engage a representative who is) a Subscriber; and
  - (c) ensure that all persons for whom it is responsible and who are associated with the transaction the subject of this contract are (or engage representatives who are) Subscribers.
- 20.4 As soon as reasonably practicable after the day of sale or the date on which the parties reach agreement under special condition 20.1, as the case may be, the vendor must:
- (a) open an Electronic Workspace; and
  - (b) give written notice to the purchaser of the time on the date for settlement at which the Electronic Workspace will be locked.
- 20.5 Settlement occurs when the Electronic Workspace records that:
- (a) the exchange of money between financial institutions in accordance with the instructions of the parties has occurred; and
  - (b) if there is no exchange of money required, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 20.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 20.7 Before settlement, the vendor must:
- (a) deliver any keys, security devices and codes to the vendor's estate agent;
  - (b) direct the estate agent to give the keys to the purchaser or their nominee on notification of settlement by the ELN;

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- (c) deliver all other physical documents and items (other than goods sold with the land) to which the purchaser is entitled at settlement to the vendor's Subscriber with instructions to give those documents and items to the purchaser or its nominee on notification of settlement by the ELN.

## **21 Withdrawal from electronic conveyancing**

21.1 If a party reasonably considers that settlement and lodgement can no longer be conducted electronically, it must immediately give written notice to the other party to that effect supported by reasons.

21.2 A notice given under special condition 21.1 must be given at least five clear Business Days of the date for settlement unless the settlement cannot proceed electronically because:

- (a) the transaction is excluded from being completed electronically by the ECNL;
- (b) either party's appointed Subscriber cannot complete the settlement due to a genuine and unforeseen circumstance outside of their reasonable control which has arisen in the period commencing within five business days of the date for settlement; or
- (c) if by reason of electronic, computer or other system failure of the ELN, settlement does not occur electronically on the date for settlement,

in which case notice must be given immediately on either party becoming aware of the circumstance.

21.3 If a party serves notice under special condition 21.1 or 21.2, the parties must do everything reasonably necessary to effect settlement:

- (a) in the case of a notice given under special condition 21.2(b) or 21.2(c), electronically as soon as possible following the resolution of the circumstance or failure; or
- (b) in all other cases, or at the option of either party, as a paper based settlement in accordance with special condition 19 on the date for settlement or as soon as possible thereafter.

21.4 Without limiting any other rights of the vendor under or arising out of the contract or otherwise at law, if a notice is given by the purchaser under special condition 21, the purchaser must pay all costs reasonably incurred by the vendor including any costs incurred:

- (a) as a result of settlement being delayed; or
- (b) in connection with arranging a paper based settlement (including legal costs and the cost of converting any eCT to a paper title).

21.5 The purchaser may not make any claim against the vendor for any Loss resulting from:

- (a) the withdrawal from electronic conveyancing for any reason; or
- (b) settlement being delayed for any reason set out at special condition 21.

## **22 Depreciation**

22.1 For the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the value of the goods (if any) and of any other fixtures included in this sale is deemed to be the depreciated value of each item in the books of account of the vendor at the day of sale.

22.2 The depreciated value will be determined in accordance with the **Income Tax Assessment Act 1997 (Cth)** and if any item is fully depreciated or otherwise written off or fully deducted for the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the consideration for the item will be \$1.

## **23 Guarantee by directors**

23.1 General condition 20 does not apply to this contract.

23.2 If the purchaser is a company not listed on the Australian Securities Exchange (unless the purchaser is a subsidiary of a listed company in which case special condition 23.3 will apply), the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a joint and several guarantee in the form of the document annexed.

23.3 If the purchaser is a subsidiary of a company listed on the Australian Securities Exchange, the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a guarantee from the listed company in the form of the document annexed.

## **24 Right of rescission**

24.1 The purchaser warrants that it is not subject to any Insolvency Event and will not be at any time up to and including the date for settlement.

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24.2 Without limiting the vendor's rights under special condition 23, the vendor may rescind this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) breaches the warranty given at 24.1.

24.3 The vendor may exercise its rights under special condition 24.2 by notice to the purchaser or the purchaser's representative

## **25 Confidentiality**

The vendor and the purchaser must not disclose the contents or terms of this contract or any information obtained or received in connection with the negotiation of this contract to any person who is not a party to this contract, except to the extent that:

- (a) the other party consents to the disclosure;
- (b) the disclosure is made on a confidential basis to that party's officers, employees, agents, financiers or professional advisers; or
- (c) the disclosure is necessary in order to comply with any applicable law or an order of a court or tribunal.

## **26 Amendment**

This contract may only be amended or varied in writing signed by each party.

## **27 Waiver**

27.1 No failure to exercise or delay in exercising any right given by or under this contract to a party constitutes a waiver and the party may still exercise that right in the future.

27.2 Waiver of any provision of this contract or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.

## **28 Entire agreement**

This contract constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.

## **29 Severability**

If any provision of this contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.

## **30 No merger**

Any provision of this contract which is capable of taking effect after settlement will not merge on settlement but rather will continue in full force and effect.

## **31 Further assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this contract and the rights and obligations of the parties under it, both before and after settlement.

## **32 Sale by auction**

32.1 The property is offered for sale by public auction, subject to the vendor's reserve price.

32.2 The auction will be conducted in accordance with the rules in Schedule 1 of the **Sale of Land (Public Auctions) Regulations 2014 (Vic)**, a copy of which is annexed, or any rules prescribed by regulation which modify or replace those rules.

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## CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

### Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

#### TITLE

#### 1 Encumbrances

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2 Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.

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2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### **3 Identity of the land**

3.1 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.

3.2 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.

### **4 Services**

4.1 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.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5 Consents**

The vendor must obtain any necessary consent or licence required for the sale. 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.

### **6 Transfer**

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

### **7 Release of security interest**

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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

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- (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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8 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.

## **9 General law land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.

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- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to the 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10 Settlement**

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

### **11 Payment**

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

### **12 Stakeholding**

- 12.1 The deposit must be released to the vendor if:

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- (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 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.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### **13 GST**

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if 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.

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

### **14 Loan**

14.1 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.

14.2 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

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- (c) serves written notice ending the contract 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.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **15 Adjustments**

15.1 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.

15.2 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 date 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.

## **TRANSACTIONAL**

### **16 Time**

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

### **17 Service**

17.1 Any document sent by:

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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**.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by prepaid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'service' or any other expression is used.

### **18 Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### **19 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.

### **20 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.

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## 21 Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 22 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.

## 23 Terms contract

23.1 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.

23.2 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.

## 24 Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25 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**

### **26 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **27 Default notice**

27.1 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.

27.2 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.

### **28 Default not remedied**

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

## **ANNEXURE**

### **Guarantee and indemnity**

#### **1 Guarantee**

The guarantors:

- (a) unconditionally and irrevocably guarantee the punctual payment to the vendor of all moneys payable by the purchaser to the vendor under this contract;
- (b) must, on demand, immediately pay to the vendor any amount payable by the purchaser to the vendor under this contract which is not paid by the purchaser on its due date; and
- (c) must, on demand by the vendor, promptly perform all of the obligations of the purchaser under this contract which the purchaser has not performed, whether or not the vendor has demanded performance by the purchaser.

#### **2 Indemnity**

The guarantors unconditionally and irrevocably indemnify the vendor for any claim against the vendor or any liability incurred by the vendor, directly or indirectly, if for any reason:

- (a) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (b) the purchaser exceeds its power in entering into this contract; or
- (c) the purchaser is subject to an insolvency event.

#### **3 Guarantors to remain liable**

The guarantors remain separately liable under this guarantee and indemnity if:

- (a) the purchaser:
  - (i) enters into any composition or scheme or deed of arrangement with creditors; or
  - (ii) enters into administration or liquidation or is de-registered, dissolved or wound-up;
- (b) the vendor cannot for any reason enforce this contract or any part of it against the purchaser;
- (c) the vendor for any reason has not exercised or does not exercise all or any one or more of the vendor's rights or powers;
- (d) the vendor grants any time or other indulgence or concession to the purchaser;
- (e) the vendor compounds, compromises, releases, abandons, waives, varies, relinquishes or renews any of the vendor's rights against the purchaser, or waives or varies or amends any provision of this contract, despite the liability of the guarantor being increased;
- (f) any part of the purchaser's liability to the vendor is satisfied by a payment that, whether because it is a preference or for any other reason, the vendor must pay back or otherwise lose the benefit of, to the extent of the repayment or benefit so lost; or
- (g) any other guarantor is no longer bound by the guarantee and indemnity in clauses 1 and 2.

#### **4 No claims**

Until the vendor has received all moneys payable by the purchaser to the vendor under this contract:

- (a) the guarantors are not entitled to prove in the liquidation or estate, as the case may be, of the purchaser in competition with the vendor; and
- (b) the guarantors are not entitled to claim the benefit of any security that the vendor may hold.

#### **5 Acknowledgment**

The guarantors each separately acknowledge and agree that:

- (a) it is a condition of the vendor entering into this contract that each guarantor gives the guarantee and indemnity in clauses 1 and 2;
- (b) he or she has received valuable consideration for giving the guarantee and indemnity in clauses 1 and 2;
- (c) he or she has not been induced to enter into this guarantee and indemnity because of any representation by or on behalf of the purchaser or the vendor; and
- (d) he or she has received legal advice or has had the opportunity to obtain legal advice in relation to the guarantee and indemnity in clauses 1 and 2.

**DATED:**

**Guarantors:**

..... of .....

..... of .....

**SIGNED** by  
in the presence of :

.....  
Signature of witness

.....  
Name of witness *(please print)*

**SIGNED** by  
in the presence of :

.....  
Signature of witness

.....  
Name of witness *(please print)*

**EXECUTED** by

**ACN** ..... in accordance with  
section 127 of the *Corporations Act 2001* (Cth) by  
being signed by the following officers:

.....  
Signature of director

.....  
Signature of director / company secretary

.....  
Name of director *(please print)*

.....  
Name of director / company secretary *(please print)*

**OR**

.....  
Signature of sole director and sole company  
secretary

.....  
Name of sole director and sole company secretary  
*(please print)*

INFORMATION ONLY

# SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

## GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- 1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Schedule 5 Sale of Land (Public Auctions) Regulations 2014

## Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as **co-owners**.

## Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

## Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if:

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendor. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say 'vendor bid' in making the bid.

## What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

## Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

## Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

## Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than -
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners);
  - or a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that they made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

## Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

## It is an offence to disrupt an auction

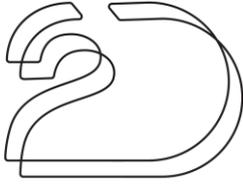
The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

## The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

## What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following website [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title 'Victorian Law Today'.



**2D Conveyancing Pty Ltd**

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A: 131 Victoria Drive, Thomastown VIC 3074

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## Vendor's statement

Vendor: Melissa Rosina Addamo

Property: Unit 2/50 Chaleyer Street, Reservoir 3073

INFORMATION ONLY

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# Vendor's statement

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## Vendor's statement to the Purchaser of real estate under section 32 of the *Sale of Land Act 1962* (Vic)

**Vendor:** Melissa Rosina Addamo

**Property:** Unit 2/50 Chaleyer Street, Reservoir 3073

In this statement:

**Vendor** and **Purchaser** include, where either the Vendor or the Purchaser is comprised of more than one person or company, any one or more of those persons or companies;

**Certificate** means a certificate or a copy issued by the relevant authority;

**Contract** means the contract between the Vendor and the Purchaser for the sale and purchase of the Property;

**Due Date** means the date for payment of the residue under the Contract; and

**Settlement** means the event on the happening of which the Purchaser becomes entitled to possession or to the rents and profits of the Property.

### Important notice to Purchaser

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property on the Due Date, the Vendor will or may suffer the following losses and incur the following expenses which the Purchaser must pay to the Vendor in addition to interest payable in accordance with the terms of the Contract:

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

# Vendor's statement

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## 1 Mortgages

The mortgages (registered or unregistered) affecting the Property will be discharged by Settlement.

## 2 Easements, covenants or other similar restrictions

- (a) Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copy of title (and any Certificate).
- (b) So far as the Vendor is aware, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction disclosed.

## 3 Planning

Information concerning planning is contained in the attached Certificate.

## 4 Road access

There is access to the Property by road.

## 5 Bushfire prone area

The Property is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993* (Vic).

## 6 Outgoings

Information is contained in the attached Certificates concerning rates, taxes, charges or other similar outgoings (including owners corporation charges) affecting the Property and any interest payable on any part.

## 7 Statutory charges

There are no registered or unregistered statutory charges (other than rates or land tax) affecting the Property.

## 8 Services

The following services are not connected to the Property:

- (a) telephone.

The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any services not connected to the Property.

## 9 Building permits

Particulars of any building permits issued during the past seven years under the *Building Act 1993* (Vic) (required only where the Property includes a residence):

No approvals have been granted.

---

## 10 Notice, order, declaration, report or recommendation

- (a) So far as the Vendor is aware, there are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the Property. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (b) So far as the Vendor is aware, there are no notices, property management plans, reports or orders in respect of the Property 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. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (c) So far as the Vendor is aware, there is no notice of intention to acquire the Property served under section 6 of the *Land Acquisition and Compensation Act 1986 (Vic)*. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.

## 11 Owners corporation

Attached is a copy of a current owners corporation certificate, with its required accompanying documents and statements, issued in respect of the Property in accordance with section 151 of the *Owners Corporations Act 2006 (Vic)*.

## 12 Title

Attached is a copy of the Register Search Statement relating to the Property and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

# 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](http://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.

(04/10/2016)

# Vendor's statement

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## Signing page

**Date of this statement:** \_\_\_\_\_

Signature of the Vendor(s) \_\_\_\_\_

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract. The Purchaser also acknowledges being given a copy of the due diligence checklist prescribed by the *Sale of Land Act 1962 (Vic)*.

**Date of this acknowledgment:** \_\_\_\_\_

Signature of the Purchaser(s) \_\_\_\_\_

INFORMATION ONLY

## **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

### **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 the 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 ANY  
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION,  
YOU SHOULD SEEK EXPERT ADVICE**

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11253 FOLIO 172

Security no : 124094855084C  
Produced 14/01/2022 10:28 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 635413H.  
PARENT TITLE Volume 04294 Folio 761  
Created by instrument PS635413H 07/02/2011

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MELISSA ROSINA ADDAMO of 183 EDGARS ROAD THOMASTOWN VIC 3074  
AH816970H 02/03/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT991566D 28/01/2021  
MACQUARIE BANK LTD

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

DIAGRAM LOCATION

SEE PS635413H 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 2 50 CHALEYER STREET RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 28/01/2021

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS635413H

DOCUMENT END

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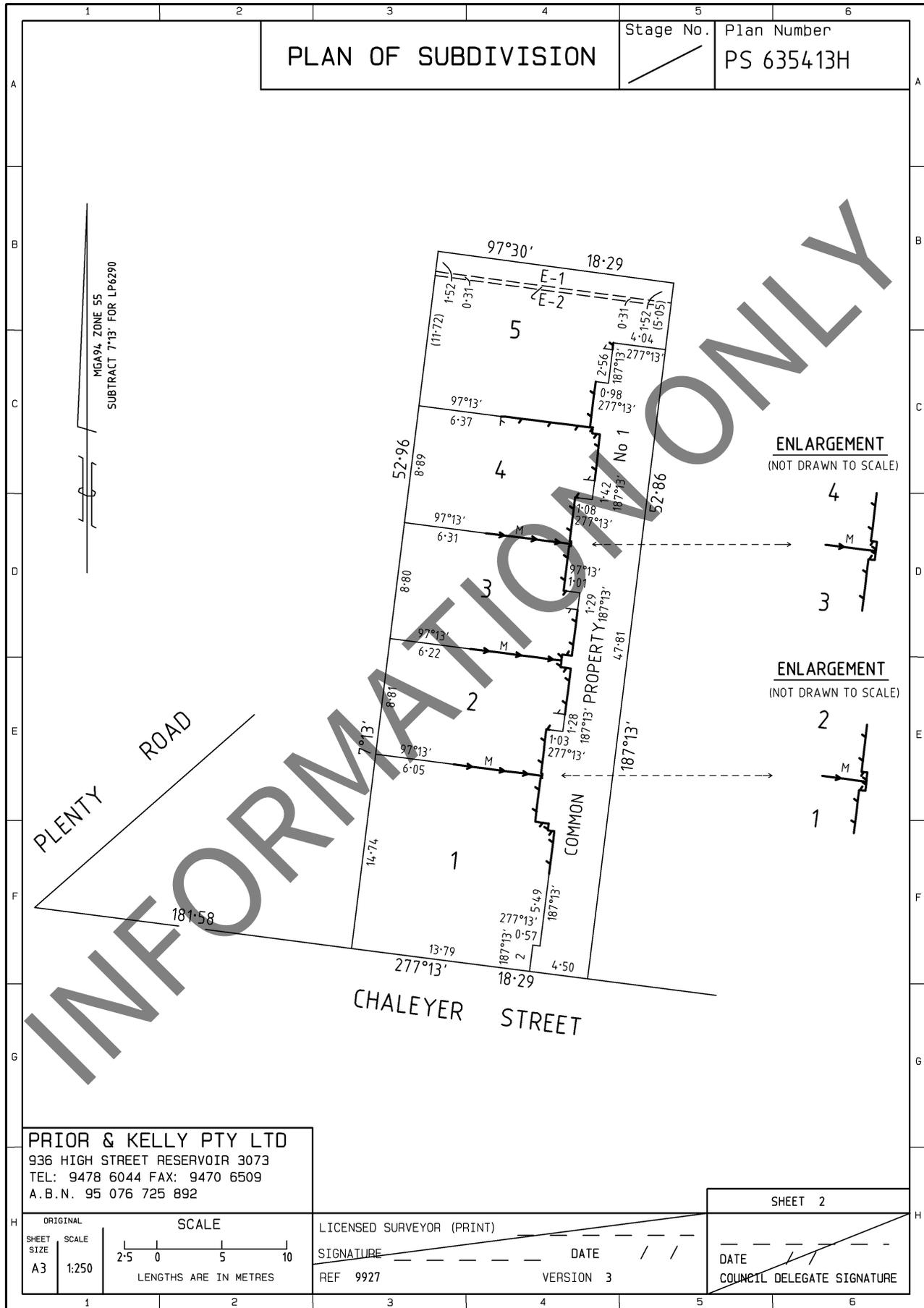
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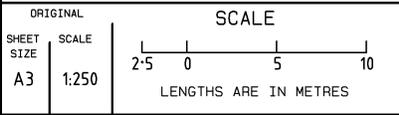
Signed by Council: Darebin City Council, Original Certification: 14/01/2011, S.O.C.: 14/01/2011

<b>PLAN OF SUBDIVISION</b>		Stage No. / LRS use only <b>EDITION 1</b>	<b>PS 635413H</b>	
<b>Location of Land</b> Parish: JIKA JIKA Township: Section: Crown Allotment: Crown Portion: 146 (PART)  Title References: VOL 4294 FOL 761  Last Plan Reference: LOT 571 ON LP6290 Postal Address: 50 CHALEYER STREET RESERVOIR 3073  MGA94 Co-ordinates: E 325 740 (Of approx. centre of plan) N 5 822 595 <b>Zone 55</b>		<b>Council Certification and Endorsement</b> <b>Council Name:</b> DAREBIN CITY COUNCIL <b>Ref:</b> 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
<b>Notations</b>				
<b>Depth Limitation:</b> DOES NOT APPLY  THIS IS A SPEAR PLAN  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL		<b>Staging</b> This is not a staged subdivision Planning Permit No.  BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES  <b>Survey:</b> - This plan is based on survey  To be completed where applicable This survey has been connected to permanent marks no(s). PM427, PM832 In proclaimed Survey Area no.		
<b>Easement Information</b>		LRS use only Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/> Date <b>28/01/2011</b>		
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN		LRS use only PLAN REGISTERED TIME <b>4:15pm</b> DATE <b>07/02/2011</b> <b>ALLAN BAGULEY</b> Assistant Registrar of Titles  SHEET 1 OF 2 SHEETS		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	1.52	LP6290	LOTS ON LP6290
E-1, E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-1	ANY EASEMENTS	1.52	C/T VOL 4294 FOL 761	UNSPECIFIED
<b>PRIOR &amp; KELLY PTY LTD</b> 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>JOHN BIENIAS</u>  SIGNATURE <u>DIGITALLY SIGNED</u> DATE / /  REF 9927 VERSION 3		DATE / / COUNCIL DELEGATE SIGNATURE  Original sheet size <b>A3</b> (14/10/2010) RB

Signed by Council: Darebin City Council, Original Certification: 14/01/2011, S.O.C.: 14/01/2011



**PRIOR & KELLY PTY LTD**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509  
 A.B.N. 95 076 725 892



LICENSED SURVEYOR (PRINT)  
 SIGNATURE \_\_\_\_\_ DATE / /  
 REF 9927 VERSION 3

SHEET 2

DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

**Plan of Subdivision PS635413H**  
**Certification & Statement of Compliance (Form 6)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S009334E  
Plan Number: PS635413H  
Council Name: Darebin City Council  
Council Reference Number 1: SUB/149/2010  
Council Reference Number 2: D/653/2010  
Surveyor's Plan Version: 3

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Jennifer Roche  
Organisation: Darebin City Council  
Date: 14/01/2011

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 14/01/2022 10:28:35 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS635413H**

The land in PS635413H is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

50 CHALEYER STREET RESERVOIR VIC 3073

OC009865M 07/02/2011

### 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:

OC009865M 07/02/2011

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
<b>Total</b>	<b>500.00</b>	<b>500.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 14/01/2022 10:28:35 AM

**OWNERS CORPORATION 1  
PLAN NO. PS635413H**

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.

INFORMATION ONLY

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

810326

## APPLICANT'S NAME & ADDRESS

2D CONVEYANCING (TRADING AS 2D CONVEYANCING) C/-  
INFOTRACK C/- LANDATA

MELBOURNE

## VENDOR

ADDAMO, MELISSA ROSINA

## PURCHASER

N/A, N/A

## REFERENCE

361011

This certificate is issued for:

LOT 2 PLAN PS635413 ALSO KNOWN AS 2/50 CHALEYER STREET RESERVOIR  
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 2
- 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@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

19 January 2022

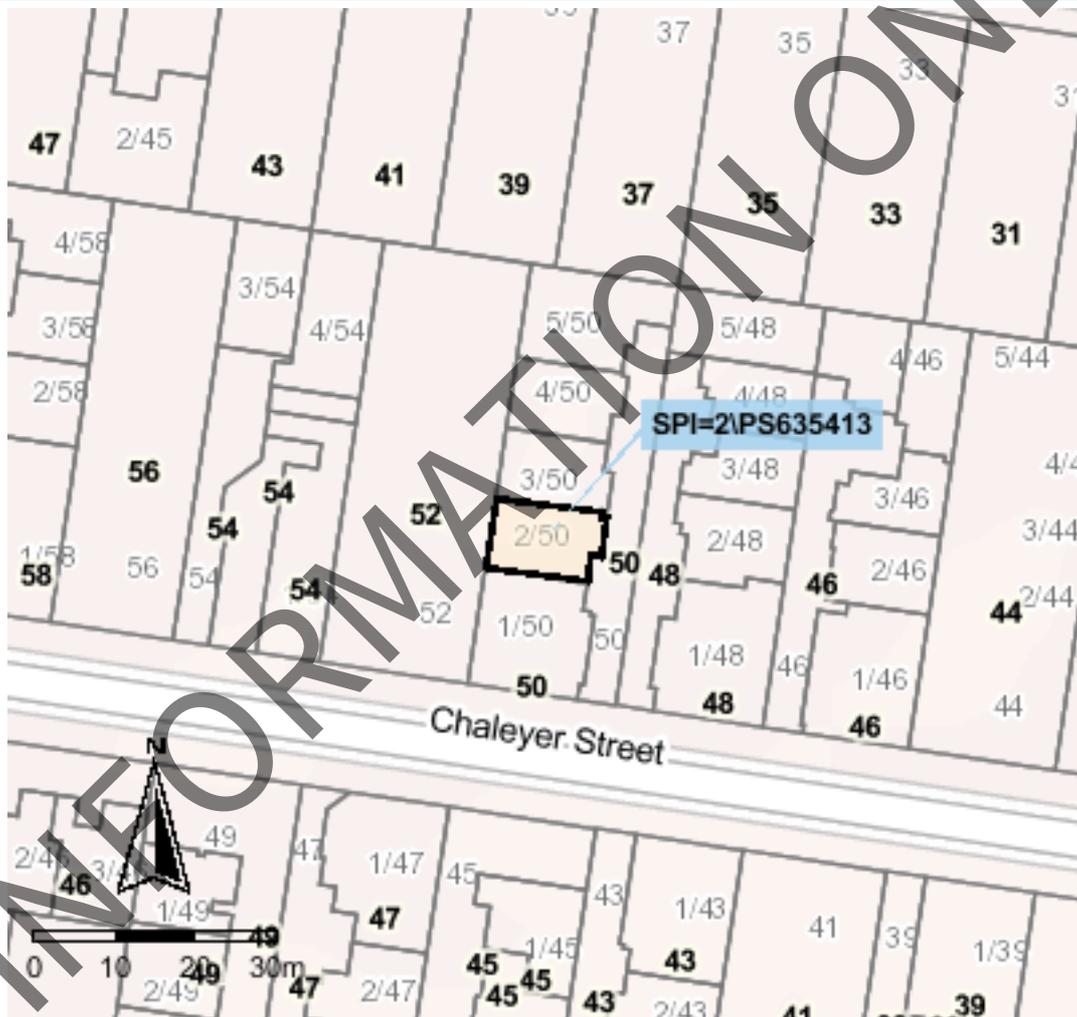
**Hon. Richard Wynne MP**  
Minister for Planning

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@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 January 2022 04:00 PM

## PROPERTY DETAILS

Address: **2/50 CHALEYER STREET RESERVOIR 3073**  
 Lot and Plan Number: **Lot 2 PS635413**  
 Standard Parcel Identifier (SPI): **2\PS635413**  
 Local Government Area (Council): **DAREBIN**  
 Council Property Number: **246373**  
 Planning Scheme: **Darebin**  
 Directory Reference: **Melway 19 A8**

[www.darebin.vic.gov.au](http://www.darebin.vic.gov.au)

[Planning Scheme - Darebin](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **PRESTON**

## OTHER

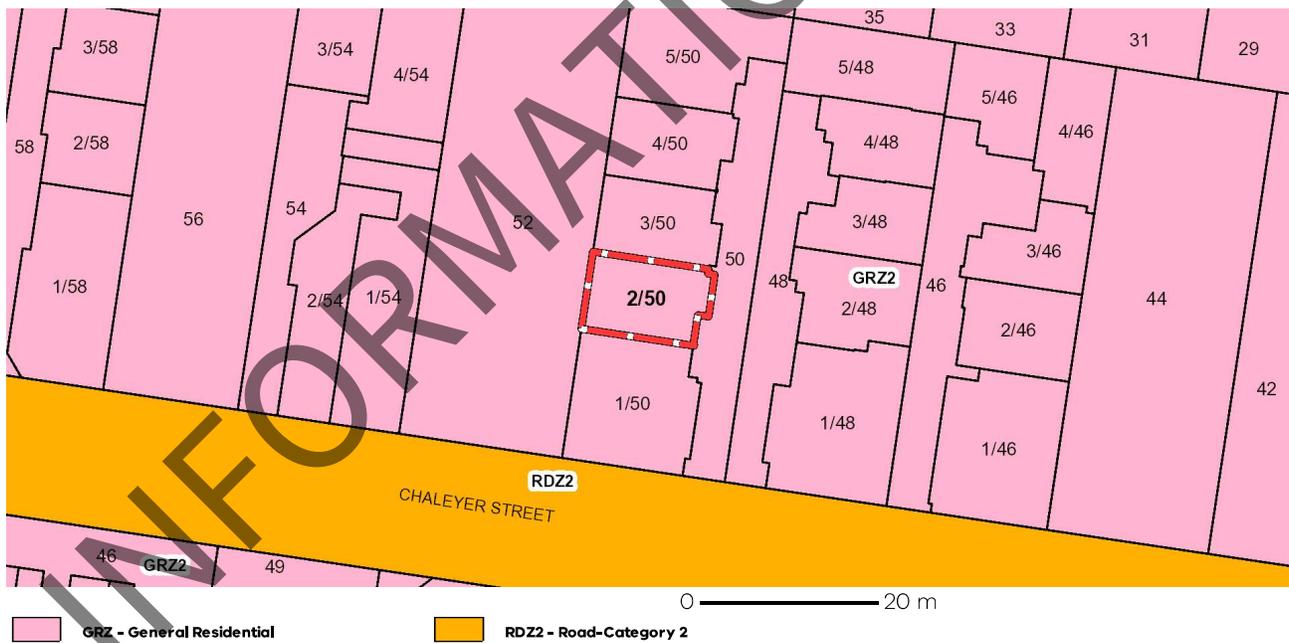
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



## Further Planning Information

Planning scheme data last updated on 23 December 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

**CITY OF DAREBIN REF: 71377.6**

**LAND INFORMATION CERTIFICATE**  
Section 121 Local Government Act 2020

Issue Date: **19-Jan-2022**

Certificate Number: **4114/2022**  
Ref: **60529644-016-7:79353**

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001

**Property Description:**

2/50 Chaley Street RESERVOIR VIC 3073

LOT 2 PS 635413H

Valuations are based on levels of value as at 1 January 2021

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
195,000	525,000	26,250

**Please contact Revenue Services Unit on 8470-8880 prior to Settlement for an update to this Land Information Certificate to ensure figures have not changed**

**Particulars of Rates & Charges, Outstanding Notices and Works for which a charge has been made for period 1 July 2021 to 30 June 2022:-**

Rates are levied on the Capital Improved Value (CIV) at the following rate in the \$:	
Residential <b>0.00203344</b>	Residential Vacant Land <b>0.00610032</b>
Business <b>0.00355852</b>	Business Vacant Land <b>0.00813376</b>
Vacant Retail Land <b>0.00813376</b>	Mixed Use Land <b>0.00284682</b>
	<b>Balance Outstanding</b>
<b>Arrears to 30-Jun-2021</b>	<b>\$0.00</b>
<b>Arrears of Legal Fees</b>	<b>\$0.00</b>
<b>General Rates</b>	<b>\$1,067.55</b>
<b>Fire Service Property Levy</b>	<b>\$145.00</b>
<b>Interest on Current Rates to Date</b>	<b>\$0.00</b>
<b>Interest on Arrears to Date</b>	<b>\$0.00</b>
<b>Legal Costs</b>	<b>\$0.00</b>
<b>Lees State Government Pension Rebate</b>	<b>\$0.00</b>
<b>Less Council Pension Rebate</b>	<b>\$0.00</b>
<b>Less FSPL Rebate</b>	<b>\$0.00</b>
<b>Less Payments</b>	<b>-\$303.55</b>
<b>Rates and Charges due:</b>	<b>\$909.00</b>
<b>Special Rates and Charges due:</b>	<b>\$0.00</b>
<b>Total due for property:</b>	<b>\$909.00</b>
2/50 Chaley Street RESERVOIR VIC 3073	

**Notice of Acquisition must be received by Council  
to transfer property into new owner's name.**

- Notice of Acquisitions can be sent to: [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)
- **Pay via BPAY:**
  - Bill Code: 7831**
  - Reference number: 0713776**
  - Amount Due: \$909.00**

### **Additional Information**

---

This certificate provides information regarding Valuation, Rates, Charges, other monies and any orders and notices made under the Local Government Act 2020, Local Government Act 1958, Local Government Act 1989 or any 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, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authorities. A fee may be charged for this information.

---

After the issue of this Certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this Certificate. Council, however, accepts no responsibility whatsoever of the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

---

#### **Flood Level**

Council does not specify flood level.  
Information in regard to any designated Flood Level may be obtained from Land Development Team Melbourne Water.

---

#### **Parking Permit**

**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](http://www.darebin.vic.gov.au) to view a copy of Council's Policy.

---

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



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 \$27.40 being the fee for this certificate

A handwritten signature in black ink, appearing to read "Noll Santiago".

---

**NOLL SANTIAGO**  
**Coordinator Revenue Services**

INFORMATION ONLY

INFORMATION ONLY

19th January 2022

2D Conveyancing (trading as 2D Conveyancing) C/- I  
LANDATA

Dear 2D Conveyancing (trading as 2D Conveyancing) C/- I,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2/50 CHALEYER STREET RESERVOIR 3073
<b>Applicant</b>	2D Conveyancing (trading as 2D Conveyancing) C/- I LANDATA
<b>Information Statement</b>	30664382
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	361011

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](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	2/50 CHALEYER STREET RESERVOIR 3073
------------------	-------------------------------------

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.

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.

INFORMATION ONLY

### **Melbourne Water Encumbrance**

Property Address	2/50 CHALEYER STREET RESERVOIR 3073
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

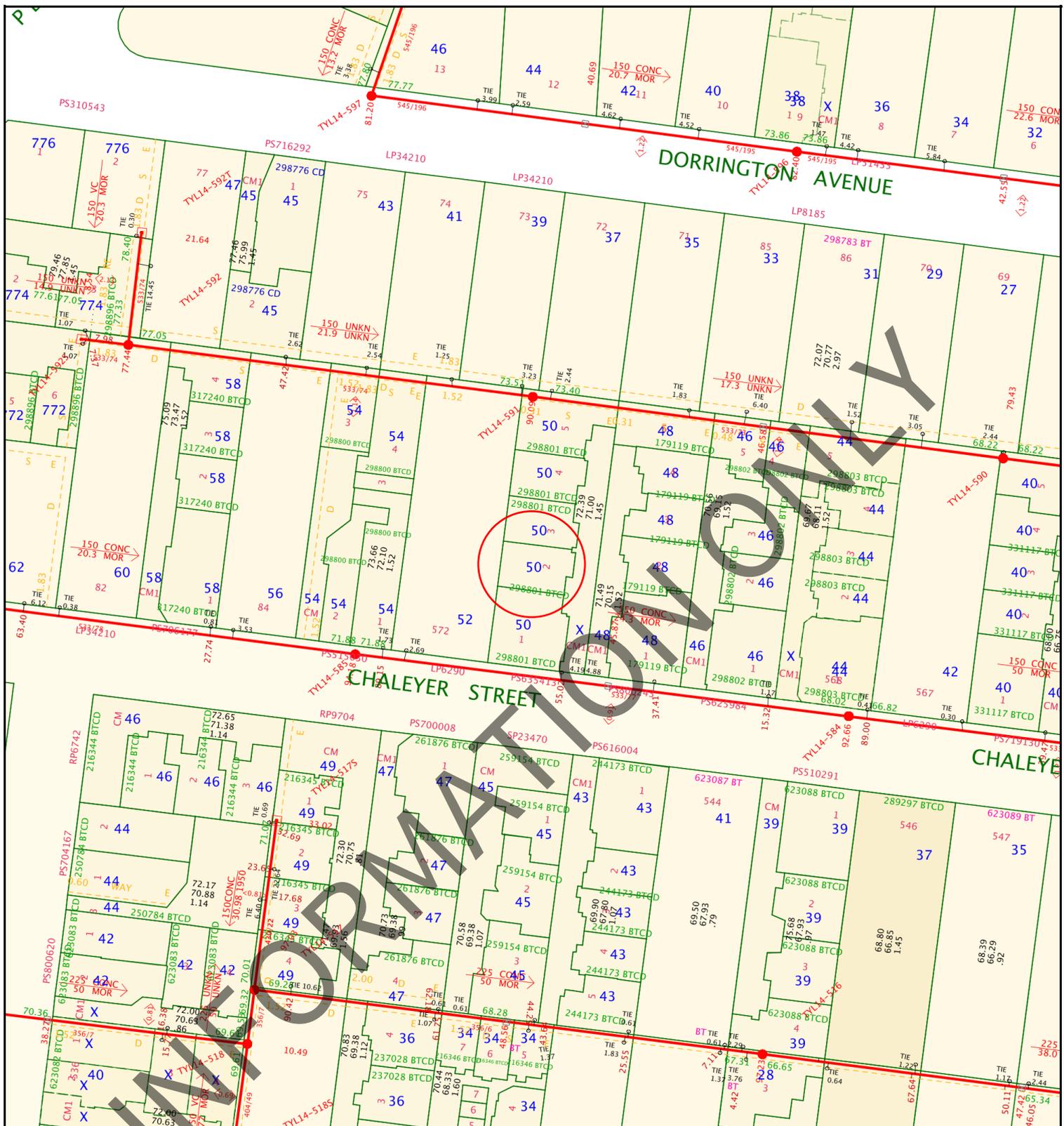
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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.

INFORMATION ONLY



**Yarra Valley Water  
Information Statement  
Number: 30664382**

<b>Address</b>	2/50 CHALEYER STREET RESERVOIR 3073
<b>Date</b>	19/01/2022
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

2D Conveyancing (trading as 2D Conveyancing) C/- I  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

Account No: 5107093983  
Rate Certificate No: 30664382

Date of Issue: 19/01/2022  
Your Ref: 361011

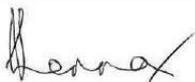
With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/50 CHALEYER ST, RESERVOIR VIC 3073	2\PS635413	1767337	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$19.28
Residential Water Usage Charge <i>Step 1 – 8.000000kL x \$2.47490000 = \$19.80</i>	07-09-2021 to 16-12-2021	\$19.80	\$0.00
Estimated Average Daily Usage \$0.20			
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$110.12
Residential Sewer Usage Charge <i>8.000000kL x 0.914913 = 7.319305 x 0.900000 = 6.587375 x \$1.14260000 = \$7.53</i>	07-09-2021 to 16-12-2021	\$7.53	\$0.00
Estimated Average Daily Usage \$0.08			
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$26.03
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$155.43
	<b>Total Due</b>		\$155.43

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**



GENERAL MANAGER  
RETAIL SERVICES

#### Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also 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.

3. 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.

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

5. 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.

6. 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.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. 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.

INFORMATION ONLY

**Property No:** 1767337

**Address:** UNIT 2/50 CHALEYER ST, RESERVOIR VIC 3073

**Water Information Statement Number:** 30664382

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 51070939830



**Mail a Cheque** with the Remittance Advice  
below to:  
Yarra Valley Water  
GPO Box 2860 Melbourne VIC 3001

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

## PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1767337

**Address:** UNIT 2/50 CHALEYER ST, RESERVOIR VIC 3073

**Water Information Statement Number:** 30664382

**Cheque Amount:** \$

# Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / 2D CONVEYANCING (TRADING AS 2D CONVEYANCING)

Your Reference: DD:22:782

Certificate No: 50309985

Issue Date: 19 JAN 2022

Enquiries: ESYSPROD

Land Address: UNIT 2, 50 CHALEYER STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38662927	2	635413	11253	172	\$0.00

Vendor: MELISSA ROSINA ADDAMO

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MELISSA ROSINA ADDAMO	2022	\$195,000	\$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 IMP VALUE: \$525,000

SITE VALUE: \$195,000

AMOUNT PAYABLE: \$0.00

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 50309985

## Power to issue Certificate

1. The Commissioner of State Revenue can 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. 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 payable' shown. 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 = \$195,000

Calculated as \$0 plus ( \$195,000 - \$0) multiplied by 0.000 cents.

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 50309985

### 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](http://www.bpay.com.au)

### CARD



Ref: 50309985

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007  
Subdivision Act 1988  
Owners Corporation Certificate

**Owners Corporation No Strata Plan PS635413H**  
**Vendor: Melissa Rosina Addamo**

**Address: 50 Chaleyer Street, Reservoir, VIC 3073**  
**Reference: Unit 2**

This certificate is issued for Lot 2 on Strata Plan **PS635413H**

The postal address of which is Unit 2, 50 Chaleyer Street, Reservoir, VIC 3073

1. The current fees for the above Lot are **\$1203.44** per annum, payable quarterly in advance.

Due Date	Amount
01/02/2022	\$300.86
01/05/2022	\$300.86
01/08/2022	\$300.86
01/11/2022	\$300.86
Total	\$1203.44

2. The fees are paid until: 31/01/2022
3. The total of any unpaid fees or charges for the Lot is : **Nil**
4. No special fees or levies have been struck except: **Nil**
5. The Owners Corporation has not performed and is not about to perform any repairs, or other works which may incur additional charges to those set out above except for: **Refer to copy of the Inaugural General Meeting Minutes enclosed for reference.**
6. The Owners Corporation presently has the following insurance cover
- Name of Company: CHU Underwriting Agencies Pty Ltd
  - No. of Policy: HU0000021479
  - Kind of Policy: Reinstatement
  - Building Amount: \$1,300,000
  - Public Liability Amount: \$20,000,000
  - Building Covered: All
  - Common Contents: \$13,000
  - Renewal Date: 09/12/2022
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation which is made up of :-
- General Funds \$2,849.19
  - Maintenance Funds \$0.00
  - Total Funds \$2,849.19
9. The Owners Corporation **has no** liabilities in addition to any liabilities shown above except the following:- Nil
10. The Owners Corporation **has** granted contracts, leases, licenses or agreements affecting the common property.
- Contract of Appointment – Managing Agent (see item 15)

11. The Owners Corporation has no current agreements to provide services to lot owners, occupier or the public except the following details of which are as follows:-

**None to our knowledge**

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following:-

**None to our knowledge**

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-

**None to our knowledge**

14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

**No orders received.**

15. The Owners Corporation has appointed a manager as follows:-

- **Name: Luckman Associates Pty Ltd**
- **Address: 415 Lower Heidelberg Road Eaglemont VIC 3084**

16. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Dated this...21 January 2022

This Owners Corporation Certificate was prepared by:



..... (Signature)

**Helen Luckman – Owners Corporation Manager  
Luckman Associates Pty Ltd and Delegate of the Owners Corporation**

**Note:** Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

**Attached:**

- A statement in the prescribed form providing advice and information to prospective purchasers and lot owners
- A copy of the Minutes of the Annual General Meeting
- Owners Corporation levy notice

*There is an operative Owners Corporation and meetings are held on a needs basis but at least annually.*

**THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:**

1. **The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.**
2. **The information is subject to change without notice.**

**SCHEDULE 2**

Form 2

Reg. 12

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE  
PURCHASERS AND LOT OWNERS****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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.***

## Minutes of Annual General Meeting 50 Chaleyer Street, Reservoir VIC 3073

Minutes of Annual General Meeting of the OC PS635413H held on:

**Location:** via ZOOM

**Date:** 22 January 2021

**Time:** 06:00 pm

**Owners Corporation Manager:** Helen Luckman

### Agenda Items

#### 1. Apologies, proxies, quorum & entitlement to vote, and nomination of minute taker:

Unit	Owners Name	Proxies/Apologies/Attendance
1	Lou Folino	Not in attendance
2	Melissa Addamo	Not in attendance
3	Rebecca Cooney	Apology
4	Ali Arslaw Unal & Hitomi Kamijo	Not in attendance
5	Yongjun Song	Not in attendance
OC Manager	Helen Luckman	Conducted the meeting

**Quorum:** Pursuant to s.77 Part 4 of the OCA 2006, a quorum for a general meeting is a minimum of 50% of total eligible votes. As no owners were in attendance, a quorum was not achieved. In accordance to s.78 of the OCA, all decisions made during this meeting are interim decisions of the Owners Corporation. These become decisions of the Owners Corporation if no opposition is received (at least 25% of owners would be required to oppose for interim decisions not to be passed) within 29 days from the date of the meeting.

2. **Minutes of Last AGM:** Meeting resolved to accept the Minutes of Annual General Meeting held on 04 March 2020 were accepted as circulated to all owners along with the agenda item.

3. **Financial Statements:** Meeting resolved that the financial statements circulated with the agenda item be accepted as tabled.

#### 4. Consideration of Financial Matters

##### a) Insurance:

The members resolved to adopt quote obtained from Axis Underwriting Services Pty Ltd at \$2,155.98. Quotes were obtained from 3 other insurers, and policy selected due to their competitive premium and policy excess and reputation.

##### Details of insurance:

**Insured:** OC No: 635413H

**Period:** 09.12.2020 to 09.12.2021

**Building Replacement:** \$1,300,000

**Loss of Rent:** \$195,000

**Catastrophe Cover:** \$195,000

**Property Owners Liability:** \$20,000,000

**Fidelity Guarantee:** \$100,000



**Office Bearers Liability:** \$100,000

**Legal Expenses:** \$50,000 (\$1000 claim excess)

**Lot Owner Improvements (per Lot):** \$250,000

**Workplace, Health & Safety Breaches:** \$100,000

**Voluntary Workers (Capital/ Weekly Benefits):** \$200,000/ \$2000

**Excess:** \$500 all claims + as per policy wording

**Premium:** \$2,155.98

Owners are reminded that the Owners Corporation insurance does not cover legal liability within their own unit or the fixtures and fittings within it and they should take out their own appropriate contents/landlord insurance.

Product Disclosure Statement and Financial Service Guide for the Insurance will be provided to owners upon request.

Meeting resolved to adopt building replacement valuation at current level.

**b) Budget – Administration and Maintenance Funds**

Meeting resolved to accept proposed budget (Administrative Budget - \$5,424) for the building year 01 February 2021 – 31 January 2022. The fees are payable on a quarterly basis, payable within 28 days of the date of issue of fee invoice. Any outstanding balance will be subject to interest at the then applicable government penalty interest rate (currently 10.00% pa).

- c) Arrears –** The meeting resolved that in the event of any outstanding or levy in arrears, the appropriate debt recovery process would take place, including the engagement of a debt recovery lawyer and the members in arrears will be liable for all expenses associated with the debt recovery process.

- 5. General Business –** No General Business tabled at the meeting.

**Occupational Health & Safety (OH&S)**

Under Occupational Health and Safety Act 2004, Owners Corporation (all members) owe a duty of care to ensure a safe working environment in the building and surrounds are not injurious to the health and/or safety of the subcontractors, tradesperson, service providers, residents, visitors. Members must contact our office if they find anything that will breach a safe working environment.

There being no further business the meeting was closed at 6.30pm.

OC No. 635413  
C/- Luckman Associates  
PO Box 436  
BUNDOORA VIC 3083**Client Reference: OC635413H**  
**Tax Invoice No: 965804**  
**Invoice Date: 23/11/2021****Broking Operations Manager: Dayna Tregent**  
**Email: [dayna@whitbread.com.au](mailto:dayna@whitbread.com.au)**  
**Phone: 03 8646 0292****RENEWAL INVOICE****Insured:** OC No. 635413  
**Policy Type:** Residential Strata  
**Policy Number:** HU0000021479  
**Risk Details:** 50 Chaleyer Street, Reservoir  
  
**Period of Insurance:** 09/12/2021 to 09/12/2022  
**Effective Date:** 09/12/2021  
**Insurer:** CHU Underwriting Agencies Pty Ltd**IMPORTANT INFORMATION:**

- This invoice will become a tax invoice for GST purposes when paid.
- The commission received by us is borne by the insurer and does not add to the cost of the policy.
- The broker reserves the right to retain brokerage and / or charge a fee in the event of early cancellation of the policy.

**Premium:** \$1,717.56  
**FSL/ESL:** \$0.00  
**GST:** \$221.75  
**Stamp Duty:** \$188.93  
**Broker Fee:** \$395.00  
**Insurer Admin Fee:** \$105.00  
**Total:** **\$2,628.24****TOTAL PREMIUM DUE:****\$2,628.24**DEFT Reference Number  
**40618129658044**Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au) or phone **1300 78 11 45**. Payments by credit card may attract a surcharge.

\*498 406181 29658044

Payments can be made at any Post Office by cash (up to \$9,999.99), cheque or EFTPOS.

**PAYMENT TERMS:****14 DAYS****Invoice No:** 965804  
**Client Ref:** Strata - 2370Mail this portion with your cheque payable to:  
Whitbread Insurance Brokers  
Level 5, 90 Collins Street, Melbourne Victoria 3000Present this payment slip during business hours at any  
Whitbread office to pay by cash cheque or credit card**Bill Code: 20362**  
**Ref: 40618129658044**

**Client:**  
 OC No. 635413  
 C/- Luckman Associates  
 PO Box 436  
 BUNDOORA VIC 3083

**Contact Details:**  
**Broking Operations Manager:** Dayna Tregent  
**Email:** dayna@whitbread.com.au  
**Phone:** 03 8646 0292

<b>Policy Type:</b>	Residential Strata	<b>Period of Insurance:</b>	From:	09/12/2021
<b>Policy Number:</b>	HU0000021479		To:	09/12/2022
<b>Client Reference:</b>	Strata - VIC - 2370			

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

**Insured:** OC No. 635413  
**Situation Address:** 50 Chaleyer Street, Reservoir  
**No. of Units / Lots:** 5

#### Policy Details:

Policy 1:	Insured Property - Building	\$1,300,000
	Insured Property - Common Area Contents	\$13,000
	Insured Property - Loss of Rent/Temporary Accommodation	\$195,000
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$200,000
	Voluntary Workers - Weekly Benefit	\$2,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	\$1,000,000
Policy 7:	Machinery Breakdown:	Not Insured
Policy 8:	Catastrophe Insurance - Insured Property	\$195,000
	Catastrophe Insurance - Extended Cover Rent/Temp Accommodation	\$29,250
	Catastrophe Insurance - Accommodation/Storage	\$9,750
	Catastrophe Insurance - Cost of Storage & Evacuation	\$9,750
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$50,000

Policy 10:	Lot Owners Fixtures & Improvements:	\$250,000
	Flood	Insured

**Excesses:**

Legal Defence Expenses each and every claim:	\$1,000
Policy 1 - Insured Property. Standard Excess:	\$1,000

**Insurer Details:**

<b>Policy Wording:</b>	QM562-0521
<b>Insurer:</b>	CHU Underwriting Agencies Pty Ltd
<b>Supporting Insurer:</b>	QBE Insurance
<b>Proportion:</b>	100%
<b>Commission:</b>	\$343.51

**Important Notices:****Policy Conditions and Exclusions**

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

**Insurance Brokers Code of Practice & External Dispute Resolution Service**

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit [www.whitbread.com.au](http://www.whitbread.com.au) or contact our office for further details.

## Very Important Notice

### Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- Your duty, however, does not require disclosure of matters:
- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

### Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

### Liability Insurance

#### Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made** basis.

#### Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.

# Owners Corporation for Plan No. 635413H

50 Chaley Street RESERVOIR VIC 3073

## LEVY STATEMENT - 2

**OWNER: Melissa Rosina Addamo**

**For the period 1 Feb 2021 to 31 Jan 2022 - sorted by Due Date**

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Maint Fund	Maint Penalty	LEVY BALANCE	PENALTY BALANCE
					brought forward						0.00	0.00
08-02-21	11-01-21				Levies - normal	01-02-21 to 30-04-21	-271.20				-271.20	0.00
			22-02-21	TRANSFER	Payment 271.20		271.20				0.00	0.00
			28-04-21	TRANSFER	Payment 271.20		271.20				271.20	0.00
01-05-21	28-03-21				Levies - normal	01-05-21 to 31-07-21	-271.20				0.00	0.00
01-08-21	28-06-21				Levies - normal	01-08-21 to 31-10-21	-271.20				-271.20	0.00
			09-08-21	TRANSFER	Payment 271.20		271.20				0.00	0.00
			01-10-21	TRANSFER	Payment 271.20		271.20				271.20	0.00
01-11-21	28-09-21				Levies - normal	01-11-21 to 31-01-22	-271.20				0.00	0.00
<b>Balance of account as at 31 Jan 2022 \$</b>							<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Balance \$</b>										<b>0.00</b>		

**Important Note:** The date range shown on the top of this report represents the period over which the report is showing transactions. This is NOT a reflection of your "paid to" date.

INFORMATION ONLY

# MODEL RULES FOR AN 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.

## **2 Management and administration**

### **2.1 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) Sub rule (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.

## **3 Use of common property**

### **3.1 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 his or her 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 owner's 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.

### **3.2 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—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 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.

## **4 Lots**

### **4.1 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 Behaviour of persons**

### **5.1 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.

### **5.2 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.

## **6 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 his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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**.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

2D Conveyancing (trading as 2D Conveyancing) C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 361011

NO PROPOSALS. As at the 19th January 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

UNIT 2, 50 CHALEYER STREET, RESERVOIR 3073  
CITY OF DAREBIN

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 19th January 2022

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 60529644 - 60529644155413 '361011'**

## Extract of EPA Priority Site Register

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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 2, 50 CHALEYER STREET  
SUBURB: RESERVOIR  
MUNICIPALITY: DAREBIN  
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 19 Reference A8  
DATE OF SEARCH: 19th January 2022

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 60529644 - 60529644155413  
'361011'

## Extract of EPA Priority Site Register

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of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)

INFORMATION ONLY