

# CONTRACT OF SALE

## VENDORS

**VALERIE PANCARI  
MARIA COLOSIMO (nee PANCARI)  
LORIANA CARUANA (nee PANCARI),  
PATRICIA DeFAZIO (nee PANCARI) and  
ANTONINA PANCARI (formerly ROMEO)**

## PURCHASER

**PROPERTY  
UNIT 7, 14 MERINO STREET  
RESERVOIR 3073**

**PETER GARDINER  
Solicitor  
Office 1, 2 Colin Avenue  
P.O. Box 202 Warrandyte 3113  
Ph: (03) 9844 1111  
Fax: (03) 9844 1792  
Ref: PG.DC.6351**

# Contract of sale of land

Copyright January 2024

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDORS:** .....

VALERIE PANCARI      MARIA COLOSIMO      LORIANA CARUANA

..... on ...../...../2025

**Print names(s) of person(s) signing**      PATRICIA DEFAZIO      ANTONINA PANCARI

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: HARCOURTS RATA & CO.

Address: 1/337 Settlement Road, Thomastown 3074

Email: [sold@rataandco.com.au](mailto:sold@rataandco.com.au)

Tel: \_\_\_\_\_ Mob: 0421 232 029 Fax: \_\_\_\_\_ Ref: George Ioannou

## Vendors

Name: VALERIE PANCARI, MARIA COLOSIMO (nee PANCARI), LORIANA CARUANA (nee PANCARI), PATRICIA DEFAZIO (nee PANCARI) and ANTONINA PANCARI (formerly ROMEO)

Address: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Peter Gardiner Solicitor

Address: Office 1, 2 Colin Avenue (PO Box 202) Warrandyte VIC 3113

Email: [peter@pgardiner.com](mailto:peter@pgardiner.com)

Tel: (03) 9844 1111 Ref: PG.DC.6351

## Purchaser's estate agent

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Purchaser

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

Address: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 9703 Folio 082	7	SP024796R

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: UNIT 7, 14 MERINO STREET, RESERVOIR 3073

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

All fixed floor coverings, window coverings, electric light fittings as inspected.

**Payment**

Price	\$	_____	
Deposit	\$	_____	10% on the signing hereof (of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

is due on \_\_\_\_\_ / \_\_\_\_\_ / 2025

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

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

**Lease** (general condition 5.1)

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

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

- a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on 20/07/2021.
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_ (or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

### Building report

- General condition 21 applies only if the box is checked

### Pest report

- General condition 22 applies only if the box is checked

## Special Conditions

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

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

### GC 23 - Special condition

1. For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

### GC 28 - Special condition

2. General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

# Further Special Conditions

## **Special condition 3 - Planning**

3. The Purchaser buys subject to any restrictions imposed by and to the provisions of all relevant Planning Acts and Schemes.

## **Special condition 4 – Property Condition**

4. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition. The Purchaser shall not make any objection requisition or claim for compensation in respect of:
- (a) the condition or state of repair of the property,
  - (b) any defect or contamination whether latent or patent, affecting the property, or
  - (c) any non-compliance of the improvements or alterations or additions thereto with the provisions of the Local Government Act , the Building Control Act or any other Act relating to such improvements or to any regulations made under such Act or with the requirements of the relevant Responsible Authorities.

## **Special condition 5 – Section 32 Statement**

5. The purchaser acknowledges that prior to the signing of this contract or any other documents relating to this sale, the purchaser received a statement in writing signed by the vendor containing the particulars required by Section 32 (2) of the Sale of Land (Amendment) Act 1982.

## **Special condition 6 – Multiple Purchasers**

6. If there shall be more than one purchaser the agreements and obligations of the purchaser under this contract and the conditions thereof shall bind them and any two or more of them jointly and each of them severally.

## **Special condition 7 – Company Guarantee**

7. If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

## **Special condition 8 – Whole Agreement**

8. The Purchaser acknowledges that all terms, conditions and other warranties represented to him whether by the vendors, their agent or otherwise are hereby negated and that the provisions of this Contract only shall evidence the sale hereby affected.

## **Special condition 9 – FIRB**

- 9.1. The purchaser warrants that one of the following apply:-
- (a) the purchaser;
    - (i) is not required to provide notice of the entering into of this contract or the purchase of the property to the Foreign Investment Review Board (FIRB) or any other relevant authority;
  - and

- (ii) does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or
  - (b) The purchaser has already, or if not, shall obtain within 30 days of the date of this contract, any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this contract.
- 9.2** If the warranty in Special condition 9.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this contract.
- 9.3** This special condition shall not merge on completion but will continue to have full force and effect.

**Special condition 10 - Stamp Duty - Purchasers buying unequal interests**

- 10**
- (a) If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the day of sale the proportions in which they are buying the Property ("the proportions");
  - (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation;
  - (c) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
  - (d) This special condition shall not merge on completion but will continue to have full force and effect.

**Special condition 11 - Auction**

- 11.** The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

---



# VENDORS STATEMENT

## VENDORS

**VALERIE PANCARI  
MARIA COLOSIMO (nee PANCARI)  
LORIANA CARUANA (nee PANCARI),  
PATRICIA DEFAZIO (nee PANCARI) and  
ANTONINA PANCARI (formerly ROMEO)**

## PROPERTY

**UNIT 7, 14 MERINO STREET  
RESERVOIR 3073**

**PETER GARDINER  
Solicitor  
Office 1, 2 Colin Avenue  
P.O. Box 202 Warrandyte 3113  
Ph: (03) 9844 1111  
Fax: (03) 9844 1792  
Ref: PG.DC.6351**

# Vendors Statement

This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 1 October 2014

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorised in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk(\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate. Additional information may be added to section 13 where there is insufficient space.

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

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

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

Land: UNIT 7, 14 MERINO STREET, RESERVOIR 3073

Vendors: VALERIE PANCARI, MARIA COLOSIMO (nee PANCARI), LORIANA CARUANA (nee PANCARI), PATRICIA DEFAZIO (nee PANCARI) and ANTONINA PANCARI (formerly ROMEO)

VALERIE PANCARI Signature: ..... Date: / /2025

MARIA COLOSIMO Signature:..... Date: / /2025

LORIANA CARUANA Signature: ..... Date: / /2025

PATRICIA DEFAZIO Signature: ..... Date: / /2025

ANTONINA PANCARI Signature: ..... Date: / /2025

Purchaser's name: .....

Purchaser's signature: ..... Date: / /2025

Purchaser's name: .....

Purchaser's signature: ..... Date: / /2025

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

- All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such 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 as between the Vendor's solicitor and the Vendor.
- Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

## 1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates
- (b) The amounts for which the Purchaser may become liable in consequence of the sale of which the vendor might reasonably be expected to have knowledge are as follows: Any amount due upon adjustment of rates, charges and owners corporation fees.

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

### 1.3 Terms Contract – Not applicable

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

### 1.4 Sale subject to Mortgage - Not applicable

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

## 2. INSURANCE

### 2.1 Damage and Destruction – Not applicable

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

~~\* Attached is a copy or extract of any policy of insurance in respect of any damage or destruction of the land.~~

### 2.2 Owner Builder - Not applicable

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

~~\* Attached is a copy or extract of any policy of insurance required under the Building Act 1993~~

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (registered or unregistered):-  
Is in the attached copies of title documents including Covenant No. 1227446 and Residential Tenancy Agreement dated 4 June 2021, tenant is overholding.
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: None to the vendors' knowledge

### 3.2 Road Access

There IS access to the property by road.

### 3.3 Designated Bushfire Prone Area

The land IS NOT in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993.

### 3.4 Planning Scheme

\* Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report or recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge-

\* are as follows – None to the knowledge of the vendors.

### 4.2 Agricultural Chemicals

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

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and compensation Act 1986 are as follows: Not applicable

## 5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where the property includes a residence) – No such permits have been granted

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an Owners' Corporation within the meaning of the **Owners Corporation Act 2006**.

- 6.1 Attached is a current Owners' Corporation Certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.
- 6.2 ~~Attached is the information prescribed for the purposes of section 151(4)(a) the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) of that Act.~~
- 6.3 ~~The owners' corporation is an inactive owners corporation.~~

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*

### 7.1 Work-in-Kind Agreement – Not applicable

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

### 7.2 GAIC Recording – Not applicable

This section 7.2 only applies if there is a GAIC recording.

## 8. SERVICES

The services which are **NOT** connected to the land are as follows:

Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not connected

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

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

9.2 ~~Evidence of the vendors right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).~~

## 10. SUBDIVISION – Not applicable

### 10.1 Unregistered Subdivision

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

~~(a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

~~(b) Attached is a copy of the latest version of the plan if the plan of subdivision is not yet certified.~~

## 11. DISCLOSURE OF ENERGY INFORMATION – Not applicable

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

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

~~(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and~~

~~(b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);~~

## 12. DUE DILIGENCE CHECKLIST

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

## 13. GST WITHHOLDING

Where there is a sale of residential premises or potential residential land included on a property subdivision plan (other than a sale of commercial residential premises or where the purchaser is registered for GST and acquires the land for a creditable purpose), the Vendor must give written notice as to whether the Purchaser is required to withhold GST pursuant to Section 14-250 of the Taxation Administration Act (Cth) 1953 (“the Cth Act”):

The Purchaser **IS NOT** required to withhold an amount under the Cth Act.

## 14. MATERIAL FACTS

In 2009 timber decking replacement works were carried out at the property.

In 2023 dormer window surround and fascia boards were replaced as detailed in the attached copy invoice dated 4.4.2023 from M & S Privitelli Pty Ltd.

The vendors did not obtain permits for those works and do not believe they were required. The vendors are selling the property in its condition “as is”.

## 15. ATTACHMENTS *(Any certificates, documents and other attachments may be annexed to this section 15)*

- Register Search Statement;
- Plan of Subdivision No. SP024796R;

- Covenant No. 1227446;
- Owners Corporation search report;
- City of Darebin Land Information Certificate;
- Yarra Valley Water Information Statement
- Planning Certificate;
- Vic Roads Certificate;
- State Revenue Office Property Clearance Certificate;
- City of Darebin Building Information Certificate;
- Owners Corporation Certificate including attached documents and certificate of currency;
- Residential Rental Agreement dated 4 June 2021;
- M & S Privitelli Pty Ltd invoice dated 4.4.2023;
- Due Diligence Checklist

INFORMATION ONLY

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

VOLUME 09703 FOLIO 082

Security no : 124122535572P  
Produced 04/03/2025 03:16 PM

**LAND DESCRIPTION**

Lot 7 on Registered Plan of Strata Subdivision 024796R.  
PARENT TITLE Volume 08835 Folio 983  
Created by instrument SP024796R 30/09/1986

**REGISTERED PROPRIETOR**

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 5 equal undivided shares

Sole Proprietor

VALERIE PANCARI of 96 WILCOX STREET PRESTON VIC 3072

As to 1 of a total of 5 equal undivided shares

Sole Proprietor

MARIA PANCARI of 96 WILCOX STREET PRESTON VIC 3072

As to 1 of a total of 5 equal undivided shares

Sole Proprietor

LORIANA PANCARI of 96 WILCOX STREET PRESTON VIC 3072

As to 1 of a total of 5 equal undivided shares

Sole Proprietor

PATRICIA PANCARI of 96 WILCOX STREET PRESTON VIC 3072

As to 1 of a total of 5 equal undivided shares

Sole Proprietor

ANTONINA ROMEO of 99 WOOLNOUGH DRIVE MILL PARK VIC 3082

AB355201D 19/06/2002

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT (as to whole or part of the land) in instrument 1227446

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

**DIAGRAM LOCATION**

SEE SP024796R FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 7 14 MERINO STREET RESERVOIR VIC 3073

**OWNERS CORPORATIONS**

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

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The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. SP024796R

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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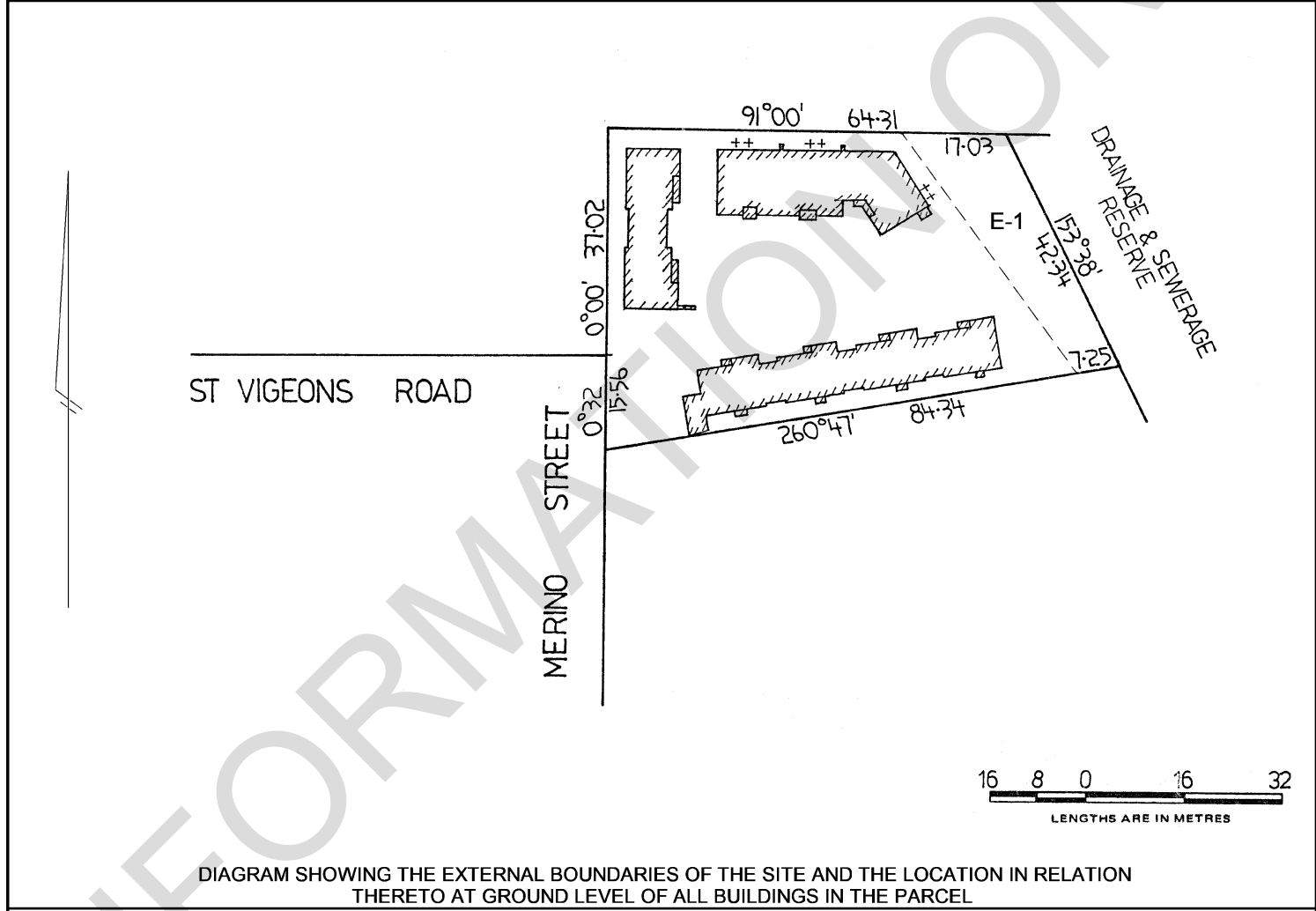
Document Type	<b>Plan</b>
Document Identification	<b>SP024796R</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>04/03/2025 15:16</b>

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<b>PLAN OF STRATA SUBDIVISION</b>	<b>EDITION 1</b>	<b>SP024796R</b>
<b>LOCATION OF LAND</b> PARISH: KEELBUNDORA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 14 (PART) TITLE REFERENCE: VOL.8835 FOL.983 LAST PLAN REFERENCE: LOT 1 ON LP87787 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 14 MERINO STREET RESERVOIR 3073	<b>FOR CURRENT OWNERS CORPORATION DETAILS                  AND ADDRESS FOR SERVICE OF NOTICE                  SEE OWNERS CORPORATION SEARCH REPORT</b>	
	<b>SURVEYOR'S CERTIFICATE</b> Surveyor: GEORGE EUSTICE Certification Date: 20/06/1986  <b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b> Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF PRESTON on 03/09/1986  <b>REGISTERED DATE: 30/09/1986</b>  <b>PLAN UPDATED BY REGISTRAR IN AN661031Q 28/09/2023</b>	



**EASEMENT INFORMATION**

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

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

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	SEWERAGE	SEE DIAG	LP87787	LOTS ON LP87787	CP

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 9 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 1 TO 9 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.  
 THE UPPER BOUNDARY OF THESE LOTS IS FIFTEEN METRES ABOVE ITS LOWER BOUNDARY.

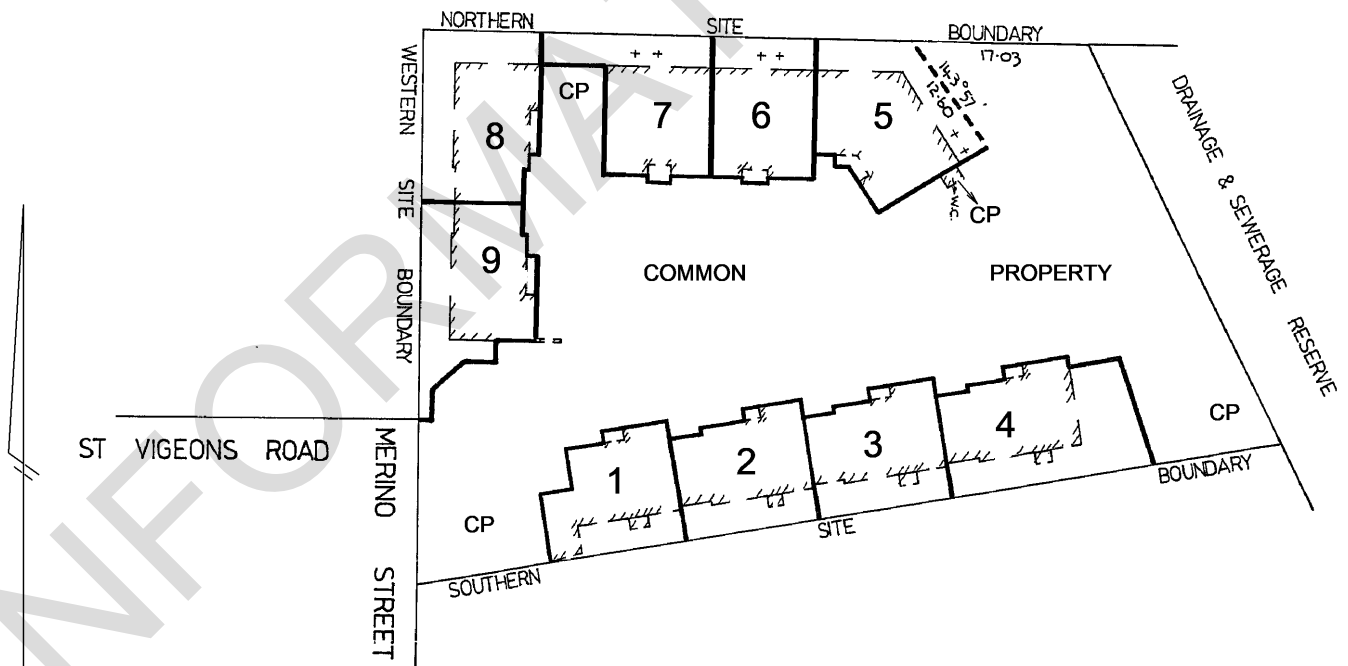
NO LOT IS AN ACCESSORY LOT.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.  
 ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>1227446</b>
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203362

JOHN W. McCOMAS

1227446

VICTORIA.

30/ ✓

# Transfer of Land

*C. David*



Rosebank Estate Proprietary Limited the registered office of which is situated at 450 Collins Street Melbourne

registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances noted hereunder in consideration of the sum of One hundred and thirty-two pounds paid to me by Archibald McLaren of "Avondale" Montague Street South Preston Steel

DO TH HEREBY TRANSFER to the said Archibald McLaren



All its estate and interest in ALL THAT piece of land being Lot 585 on Plan of Subdivision No. 8689 lodged in the Office of Titles and being part of Crown Portion Fourteen Parish of Keelbundora County of Bourke and being part of the land more particularly described in Certificate of Title entered in the Register Book Volume 4850 Folio 969977 AND the said Archibald McLaren doth hereby for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the said Lot hereby transferred or any part or parts thereof covenant with the said Rosebank Estate Proprietary Limited

and/or its transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he or they will not at any time hereafter use or permit or allow to be used the land hereby transferred or any part or parts thereof for quarrying or brickmaking operations or dig carry away or remove or permit or allow to be dug carried away or removed any marlstone earth clay gravel or sand from off the said land hereby transferred

AND IT IS REQUESTED that this covenant should be noted on and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

*Recked & blue 4850 pt 977 Area 2.0.7 E<sup>est</sup> The was hereto affixed by order of the Directors in the presence of Cont in T<sup>r</sup> 1227446 As to blue encumbrs implied*

DATED the 28<sup>th</sup> day of September 1925

The Common Seal of Rosebank Estate Proprietary Limited

was hereto affixed by order of the Directors in the presence of

*Jay Nichols* Director  
*A. Gillard* Secretary



Signed by the said Archibald McLaren

*Archibald McLaren*

within Victoria in the presence of

*G. H. Fisher*  
*J. W. McComas*  
*Gov. Melbourne*

Signed by the said

within Victoria in the presence of

IMAGED

### ENCUMBRANCES REFERRED TO.

As to so much of the said Lot hereby transfer as is colored blue on the said Plan of Subdivision any easements implied under Act No. 3168.

*As to so much of the said lot hereby transferred as is colored blue on the said plan of Subdivision, any easements implied under act 3168*

*Jm 2.9.25*

*bb 25/9/25*

DATED

1925

Rosebank Estate Pty. Ltd.

Mr. A. McLaren

Transfer of Land.

JOHN W. MCCOMAS,

Solicitor,

450 COLLINS STREET, MELBOURNE.

John & Son, Printers, 372 & 374 Drummond St., Cairns. (22173)

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 29 <sup>th</sup> DAY OF September 1925.	To Archibald McLaren	1227446
<p style="text-align: right;"><i>W. J. Anderson</i> ASSISTANT REGISTRAR OF TITLES</p> <p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 4850 FOL 969977.</p> <p style="text-align: right;"><i>W. J. Anderson</i> ASSISTANT REGISTRAR OF TITLES</p>			



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/03/2025 03:16:51 PM

**OWNERS CORPORATION  
PLAN NO. SP024796R**

The land in SP024796R is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 9.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 530 LITTLE COLLINS STREET MELBOURNE VIC 3000

AS003028J 13/03/2019

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/03/2025 03:16:51 PM

**OWNERS CORPORATION  
PLAN NO. SP024796R**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
<b>Total</b>	<b>900.00</b>	<b>900.00</b>

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.

**Certificate Number: 4869/2024**  
**Darebin Reference Number: 12079.0**

Peter Gardiner Solicitor  
Office 1 2 Colin Ave  
WARRANDYTE VIC 3113

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

<b>Date of Issue</b>	07-Mar-2025
<b>Assessment Number</b>	<b>12079.0</b>
<b>Applicant Reference</b>	PANCARI & ORS 6351:112053
<b>Certificate Number</b>	4869/2024
<b>Property Location</b>	7/14 Merino Street RESERVOIR VIC 3073
<b>Property Description</b>	CT-9703/082 Lot 7 SP 24796 AVPCC - 121.3 - Conjoined Strata Unit

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

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.**

Site Value	\$230,000
<b>Capital Improved Value</b>	<b>\$440,000</b>
Net Annual Value	\$22,000

**Certificate Number: 4869/2024**  
**Darebin Reference Number: 12079.0**

**Rates and charges levied for the period 01/07/2024 - 30/06/2025**

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

Residential	<b>0.00174674</b>	Residential Vacant Land	<b>0.00524022</b>
Business	<b>0.00305680</b>	Business Vacant Land	<b>0.00698696</b>
Vacant Retail Land	<b>0.00698696</b>	Mixed Use Land	<b>0.00244544</b>

<b>Arrears to 30-Jun-2024</b>	\$0.00
<b>Arrears of Legal Fees</b>	\$0.00
<b>Residential Rates</b>	\$768.55
<b>Fire Service Property Levy – Residential</b>	\$170.30
<b>Environmental Charge</b>	\$332.25
<b>Interest on Current Rates to Date</b>	\$0.00
<b>Interest on Arrears to Date</b>	\$0.00
<b>Legal Costs</b>	\$0.00
<b>Lees State Government Pension Rebate</b>	\$0.00
<b>Less Council Concession</b>	\$0.00
<b>Less FSPL Rebate</b>	\$0.00
<b>Less Payments</b>	-\$954.10
<b>Rates and Charges due:</b>	\$317.00
<b>Special Rates and Charges due:</b>	\$0.00
<b>Total due for property: 7/14 Merino Street RESERVOIR VIC 3073</b>	<b>\$317.00</b>

**Pay settlements by:**

- BPAY quoting Biller Code: **7831** and reference number **120790**  
**To pay \$317.00**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 120790 to pay \$317.00**

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

**Certificate Number: 4869/2024**  
**Darebin Reference Number: 12079.0**

### **General Information**

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

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

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

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

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

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

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

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

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

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

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

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



**Certificate Number: 4869/2024**  
**Darebin Reference Number: 12079.0**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

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

Received the sum of \$29.70 being the fee for this certificate.

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

Yvonne Condello  
**REVENUE SERVICES COORDINATOR**

INFORMATION ONLY

7th March 2025

Peter Gardiner  
Peter Gardiner Solicitor

Dear Peter Gardiner,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	7/14 MERINO STREET RESERVOIR 3073
<b>Applicant</b>	Peter Gardiner Peter Gardiner Solicitor
<b>Information Statement</b>	30923975
<b>Conveyancing Account Number</b>	4759580000
<b>Your Reference</b>	6351 Pancari & Ors.

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 [propertyflow@yvw.com.au](mailto:propertyflow@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,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	7/14 MERINO 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.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	7/14 MERINO STREET RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

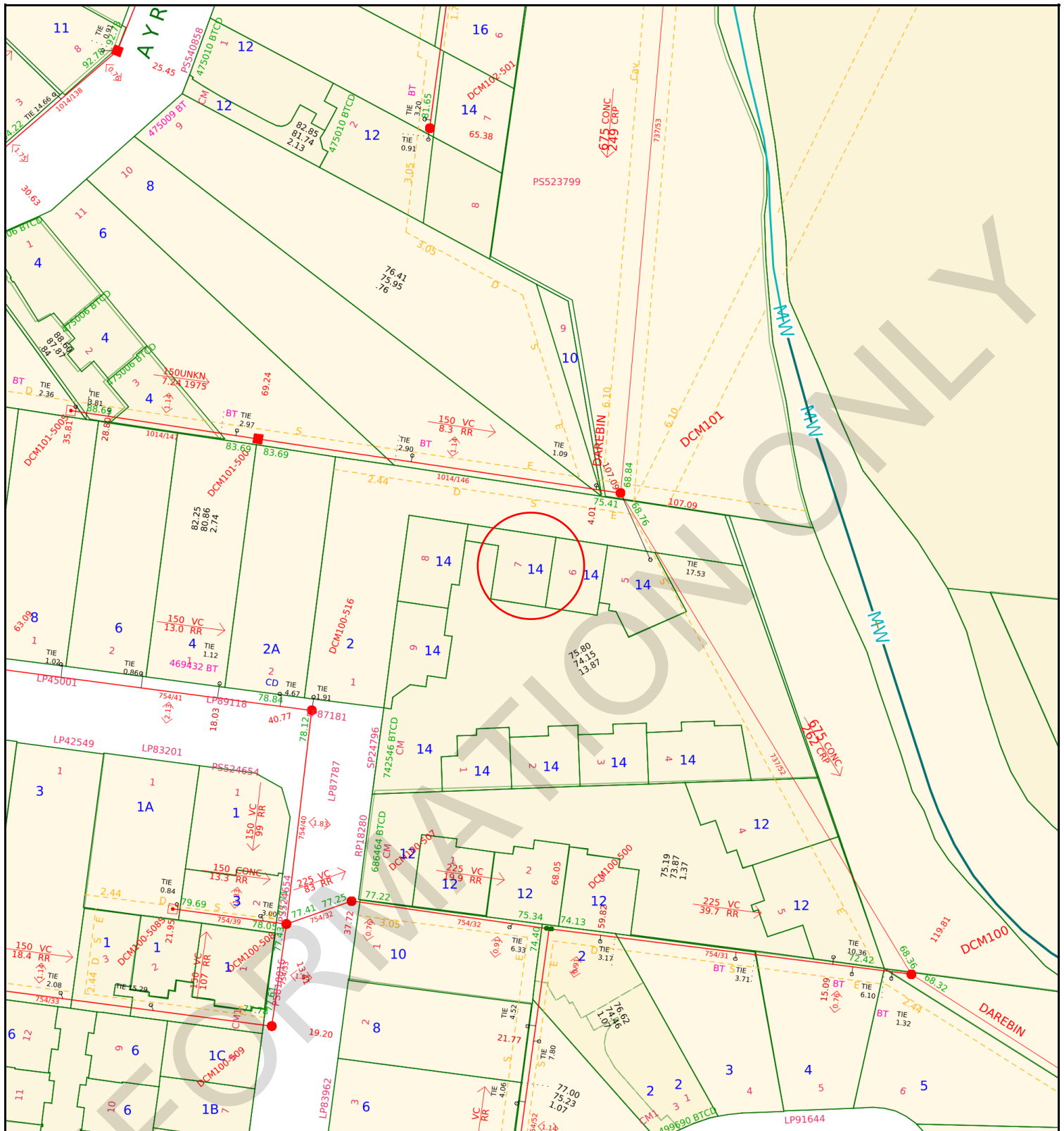
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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

















**Yarra Valley Water  
Information Statement  
Number: 30923975**

<b>Address</b>	7/14 MERINO STREET RESERVOIR 3073
<b>Date</b>	07/03/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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		<1.00>	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;

Peter Gardiner  
Peter Gardiner Solicitor  
Peter@Pgardiner.Com

## RATES CERTIFICATE

**Account No:** 2817560000  
**Rate Certificate No:** 30923975

**Date of Issue:** 07/03/2025  
**Your Ref:** 6351 Pancari & Ors.

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 7/14 MERINO ST, RESERVOIR VIC 3073	7\SP24796	1454700	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
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>	<b>\$188.91</b>



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 1454700

**Address:** UNIT 7/14 MERINO ST, RESERVOIR VIC 3073

**Water Information Statement Number:** 30923975

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 28175600002

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1116691

## APPLICANT'S NAME & ADDRESS

PETER ELWOOD GARDINER C/- LANDATA  
DOCKLANDS

## VENDOR

PANCARI, PANCARI

## PURCHASER

AUCTION, AUCTION

## REFERENCE

Pancari 6351

This certificate is issued for:

LOT 7 PLAN SP24796 ALSO KNOWN AS 7/14 MERINO 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
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2

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

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

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

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

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

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

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

04 March 2025

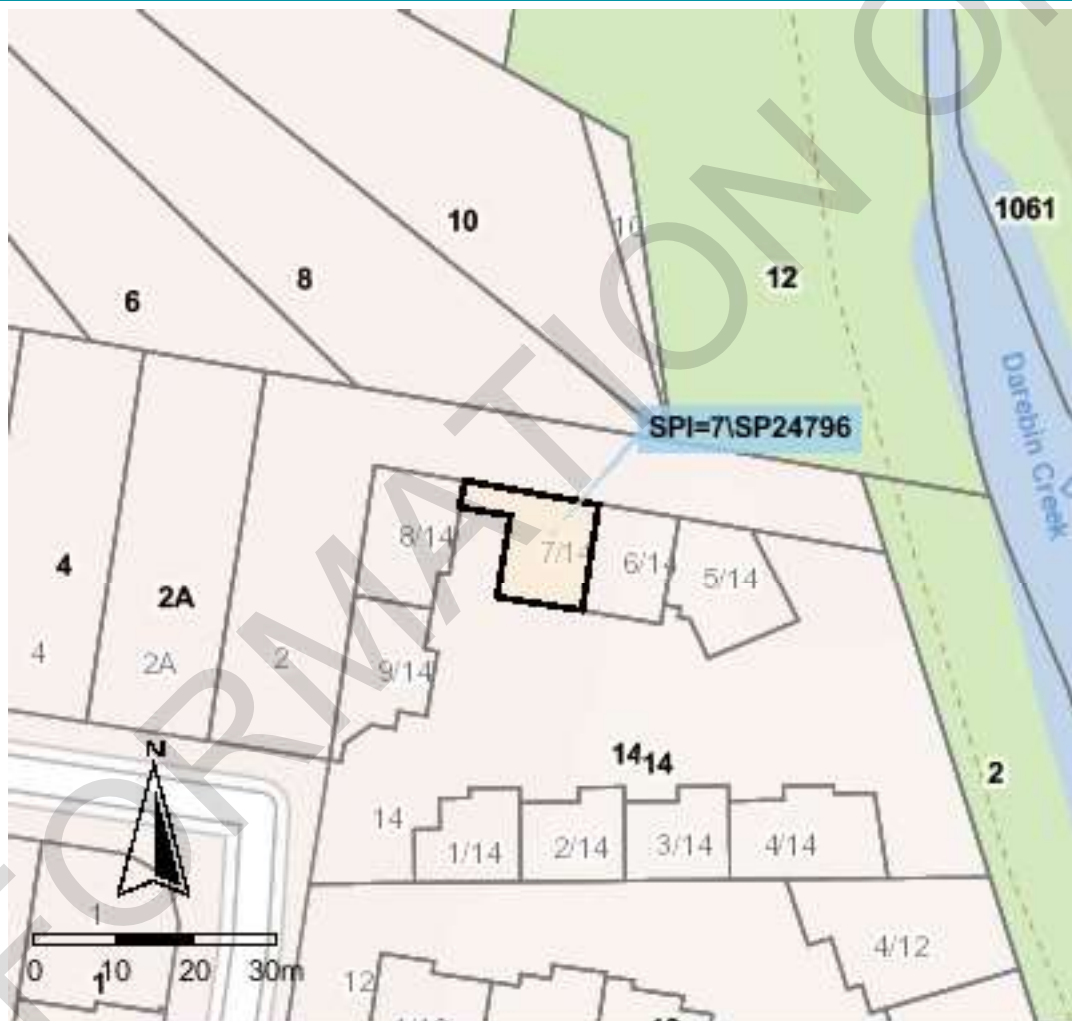
**Sonya Kilkenny**  
Minister for Planning

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

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Peter Elwood Gardiner  
P O Box 202  
WARRANDYTE 3113

Client Reference: Pancari 6351

NO PROPOSALS. As at the 4th March 2025, 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 7 14 MERINO 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: 4th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

# Property Clearance Certificate

## Land Tax



PETER GARDINER SOLICITORS

**Your Reference:** PANCARI & ORS. 6351

**Certificate No:** 85911937

**Issue Date:** 07 MAR 2025

**Enquiries:** ESYSPROD

**Land Address:** UNIT 7, 14 MERINO STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19868394	7	24796	9703	82	\$975.00

**Vendor:** ANTONINA ROMEO, PATRICIA PANCARI & 3 OTHER(S)

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MS ANTONINA PANCARI	2025	\$230,000	\$975.00	\$0.00	\$975.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$440,000

SITE VALUE (SV): \$230,000

**CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$975.00**

# Notes to Certificate - Land Tax

Certificate No: 85911937

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. 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.
8. 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 = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus ( \$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,400.00

Taxable Value = \$440,000

Calculated as \$440,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 85911937

### 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: 85911937

### 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)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



PETER GARDINER SOLICITORS

**Your Reference:** Pancari & Ors. 6351

**Certificate No:** 85911937

**Issue Date:** 07 MAR 2025

**Enquires:** ESYSPROD

**Land Address:** UNIT 7, 14 MERINO STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19868394	7	24796	9703	82	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$440,000

**SITE VALUE:** \$230,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 85911937

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

# Property Clearance Certificate

## Windfall Gains Tax



PETER GARDINER SOLICITORS

Your Reference: PANCARI & ORS. 6351

Certificate No: 85911937

Issue Date: 07 MAR 2025

Land Address: UNIT 7, 14 MERINO STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
7	24796	9703	82

Vendor: ANTONINA ROMEO, PATRICIA PANCARI & 3 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 85911937

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 85911931

### 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: 85911931

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

Reference No.: PANCARI & ORS 6351:112053  
peter@pgardiner.com

13 March 2025

Peter Gardiner Solicitor  
Office 1 2 Colin Ave  
WARRANDYTE VIC 3113



Dear Sir/ Madam,

**RE: 7/14 MERINO STREET RESERVOIR VIC 3073**

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

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

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

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

Further information can be found at:

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

\* **Note:** Town Planning Approvals.

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

Yours faithfully,

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

Leo Parente  
**Municipal Building Surveyor**  
Ph: 8470 8899

Darebin City Council  
ABN 75 815 980 522

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

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

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

email: [building@darebin.vic.gov.au](mailto:building@darebin.vic.gov.au)  
Ref. No: PANCARI & ORS 6351:112053

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

INFORMATION ONLY

## OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **24796**  
Address **14 Merino Street, Reservoir VIC 3073**

This certificate is issued for Lot **7** on Plan of Subdivision No **24796**  
Postal address is  
7/14 Merino Street  
RESERVOIR VIC 3073

Applicant for the certificate is **Peter Gardiner Solicitor**

Address for delivery of certificate [peter@pgardiner.com](mailto:peter@pgardiner.com)

Date that the application was received 14 March 2025

### IMPORTANT:

The information in this certificate is issued on **25 March 2025**.

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

(a) The current annual fees for the lot are \$1,400 payable annually and due on the 1 October 2024.

The annual levy has increased at the recent AGM to \$1,470 due on the 1 October 2025.

(b) The date up to which the fees for the lot have been paid is 30 Sep 2025.

(c) The total of any unpaid fees or charges for the lot is: \$0.00

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

None

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

If so, then provide details: NIL

It has been previously resolved by the Owners Corporation that external façade painting undertaken by individual lot owners. The requirements are as follows:

### Painting

As previously resolved, painting of the external facade facing common property will be required by all lots. This includes all:

- Timber surfaces, all gutters and downpipes.

Members resolved that all existing colour brown to be repainted only that which faces common property.

Members resolved that individual lot owners would organise the painting of their properties.

Members resolved that following colour for the external façade:

- Dulux Smokey Gum x 2 strength
- Gloss

The painting of this lot needs to be undertaken, as a matter of priority.

There were roof repairs requested for this lot to undertake. We have not been advised on whether this has been undertaken.

There is a reported leak, as noted in the AGM minutes, for lot 2. Members will undertake the investigation.

(f) The owners corporation has the following insurance cover:

Policy No. 34646                      CHU Underwriting Agencies Pty Ltd

Next due: 01/03/2025

<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
Building	\$4,090,000.00	\$0.00	Excess \$2,000
Loss of Rent	\$613,500.00	\$0.00	
Public Liability	\$20,000,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	
Govt. Audit Costs	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00	

The Buildings covered by the Policy are situated at: **14 Merino Street, Reservoir VIC 3073**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

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

If so, then provide details: NIL

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

If so, then provide details: NIL

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

If so, then provide details: NIL

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

If so, then provide details:

There are no notices or orders as at 25 March 2025.

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

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?  
If so, then provide details:

The manager is Strata Connect Pty Ltd  
Level 1, 530 Little Collins Street  
MELBOURNE VIC 3000

Telephone: 03 9858 2730

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

No administrator is appointed.

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

A copy of the latest financial statements  
A copy of the minute of the last annual general meeting of the owners corporation  
A copy of the consolidated rules registered at Land Victoria  
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled  
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**NOTE:**

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

Date: 25 March 2025

This owners corporation certificate was prepared by:



.....(signature)

Mari Deak  
Strata Connect Pty Ltd  
Level 1, 530 Little Collins Street  
MELBOURNE VIC 3000

[admin@strata-connect.com.au](mailto:admin@strata-connect.com.au)

# INTERIM REPORTS

for the financial year to 28/02/2025

Owners Corporation 24796

14 Merino Street, Reservoir VIC 3073

Manager: Elena Deak

Balance Sheet

Income & Expenses Report

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INFORMATION ONLY

## Balance Sheet

### As at 28/02/2025

Owners Corporation 24796

14 Merino Street, Reservoir VIC 3073

	Current period
<b>Owners' funds</b>	
Administrative Fund	
Operating Surplus/Deficit--Admin	5,540.82
Owners Equity--Admin	5,637.67
	11,178.49
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
<b>Net owners' funds</b>	<b>\$11,178.49</b>
<b>Represented by:</b>	
<b>Assets</b>	
Administrative Fund	
Cash at Bank--Admin	9,868.83
Receivable--Levies--Admin	6,850.69
	16,719.52
Maintenance Fund	0.00
Unallocated Money	0.00
<b>Total assets</b>	<b>16,719.52</b>
<b>Less liabilities</b>	
Administrative Fund	
Creditor--Other--Admin	5,541.03
	5,541.03
Maintenance Fund	0.00
Unallocated Money	0.00
<b>Total liabilities</b>	<b>5,541.03</b>
<b>Net assets</b>	<b>\$11,178.49</b>

## Income & Expenses Report for the financial year-to-date 01/10/2024 to 28/02/2025

Owners Corporation 24796

14 Merino Street, Reservoir VIC 3073

### Administrative Fund

	Current period 01/10/2024-28/02/2025	Annual budget 01/10/2024-30/09/2025	Previous year 01/10/2023-30/09/2024
<b>Revenue</b>			
142500 Interest on Arrears--Admin	0.00	0.00	54.03
143000 Levies Due--Admin	12,600.00	12,600.00	11,900.25
Total revenue	12,600.00	12,600.00	11,954.28
<b>Less expenses</b>			
153800 Admin--Agent Disbursements	73.15	200.00	175.56
154000 Admin--Management Fees--Standard	290.00	754.00	696.00
159100 Insurance--Premiums	5,541.03	7,000.00	6,694.00
164800 Maint Bldg--Electrical	0.00	300.00	0.00
167200 Maint Bldg--General Repairs	0.00	500.00	1,253.60
178400 Maint Grounds--Lawns & Gardening	1,155.00	3,000.00	3,124.00
190200 Utility--Electricity	0.00	600.00	561.36
Total expenses	7,059.18	12,354.00	12,504.52
Surplus/Deficit	5,540.82	246.00	(550.24)
Opening balance	5,637.67	5,637.67	6,187.91
Closing balance	\$11,178.49	\$5,883.67	\$5,637.67

**MINUTES OF AN ANNUAL GENERAL MEETING  
THE OWNERS CORPORATION 24796**

**ADDRESS OF THE OWNERS CORPORATION:**

14 Merino Street, Reservoir VIC 3073

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of The Owners Corporation 24796 was held on 11/02/2025 commenced at 07:00 PM.

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
9	9	Yes	Geoff Vigar Proxy in favour of Lot5
6	6	Yes	J. & M. Romito John and Meni
2	2	Yes	Sheers, Timothy Morgan Tom
4	4	Yes	Simon Calello Simon and Angelique
5	5	Yes	Susan Davies & Mario Ragozzino Mario

**Minutes of the meeting:**

**1 APPOINTMENT OF CHAIRPERSON**

Resolved that Elena Deak from Strata Connect be appointed to chair the Annual General Meeting.

**2 REGISTER ATTENDEES AND PROXIES**

Resolved that meeting attendees and proxies be recorded.

Quorum was achieved.

**3 MINUTES**

Resolved that the minutes of the last general meeting of the owners corporation held be confirmed as a true record of the proceedings of that meeting.

**4 FINANCIAL STATEMENTS**

Resolved that the Financial Statements as set out below for the Financial Year be adopted.

- Income and Expenses Report for the year ended 30 September 2024
- Balance sheet as at 30 September 2024

**5 MAINTENANCE REQUIREMENTS**

Resolved that the Owners Corporation consider and review the maintenance requirements of the property.

- Lot2 has reported a leak. It was resolved that Lot2, Lot4 and Lot5 will investigate and find a solution. It was suggested to dig a trench along the wall at the front, it is the highest point on the property, and put in an agi pipe to help with the drainage.
- Materials for the agi pipe will be covered by the OC.
- Hard rubbish collection will be organised by Lot2 to remove building materials.
- Strata Connect to organise a signage for the front, PRIVATE PROPERTY, to discourage people from wandering in onto the property.
- Strata Connect to organise for the gardener to leave a note in Lot4 mailbox on the day he does the gardening.

**6 MANAGER'S REPORT**

Resolved that the report from the Owners Corporation manager be received and noted that other than maintenance issues there are no other matters to report.

**7 COMMITTEE REPORT**

Not applicable.

## 8 BUDGET

Resolved that the following Budget for the Financial year be tabled and adopted.

Administration Fund \$12,600.00 including GST  
Sinking/Maintenance Fund \$0.00 including GST

Resolved that the Budget is increased by 5% (\$13,230), for 1 October 2025.

## 9 OWNER CONTRIBUTIONS

Resolved that the Owners Corporation invoices will be due Annual and in accordance with Lot Liability.

Invoices will be issued one month in advance and due on the first day of October.

## 10 PENALTY INTEREST

Resolved that in accordance with the Penalty Interest Rates Act 1983, the Owners Corporation charges penalty interest at the maximum rate allowable if any fees or amounts payable to the Owners Corporation remain outstanding after the due date; and, that fees and charges incurred by the Owners Corporation to collect any past due amounts payable be charged to the owners account and be payable upon demand.

Penalty interest is charged from the due date of the invoice and not the invoice issue date.

## 11 RECOVERY OF MONEY

Resolved that the Owners Corporation manager is authorised to commence recovery proceedings through VCAT (Victorian Civil and Administrative Tribunal) or the Magistrates Court for the recovery of outstanding contributions and charges for any lot when necessary to do so. The cost of which is to be charged to the unit owner.

## 12 INSURANCE REVIEW

Resolved that the Owners Corporation's insurances, as shown below, remain with the current insurer and be renewed at the annual indexed increase.

Policy No.34646  
United Insurance Advisors  
Type : Strata  
Broker : United Insurance Group

Premium : \$6,694.00      Paid on : 8/03/2024      Start : 1/03/2024      Next due : 1/03/2025

Cover	Sum Insured	Excess	Notes
Building	\$4,090,000.00	\$0.00	Excess \$2000 other excess in policy wording
Loss of Rent	\$613,500.00	\$0.00	
Public Liability	\$20,000,000.00	\$0.00	
Fidelity Guarantee	\$100,000.00	\$0.00	
Voluntary Workers	\$200,000.00	\$0.00	Accident weekly benefit \$2,000
Govt. Audit Costs	\$25,000.00	\$0.00	
Appeal Expenses	\$100,000.00	\$0.00	
Legal Defence Expenses	\$50,000.00	\$0.00	
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00	

The insurance does not include Contents Insurance and therefore it is highly recommended that all owners effect their own Contents Insurance or Landlords Insurance if the property is tenanted.

Valuation last undertaken 24/01/2023  
Next valuation due 24/01/2028

## 13 COMMITTEE ELECTION

Resolved that the members of the Committee be elected and a Chairperson be appointed until the next Annual General Meeting.

- Tim Lot2
- Charlene Lot3
- Simon Lot4 - Chair
- Mario Lot5
- John Lot 6 - Secretary

## 14 COMMITTEE INSTRUMENT OF DELEGATION

Resolved that in accordance with Section 11 of the Owners Corporation Act of 2006 the Owners Corporation delegates to the Committee of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the Owners Corporations Act 2006.

**15 REAPPOINTMENT OF MANAGING AGENT**

Resolved that Strata Connect Pty Ltd be reappointed as Owners Corporation manager as set out below:

- (a) In accordance with Section 119 of the Owners Corporation Act 2006 in accordance with the Contract of Appointment for a period of 12 months.
- (b) The delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
- (c) To delegate pursuant to Section 11 of the Owners Corporations Act 2006 the powers and functions to the Manager as set out at this meeting and in the Contract of Appointment.
- (d) The owners corporation executes the Contract of Appointment to give effect to this appointment.
- (e) That the management fee payable to Strata Connect Pty Ltd be \$754 including GST per annum effective from 1 October 2024.
- (f) The Professional Indemnity Insurance for Strata Connect Pty Ltd in accordance with Section 119 (5) of the Owners Corporation Act 2006 is:

Insurer: CHUBB  
Policy No: 93308923  
Cover: \$2,000,000

**16 COMMON SEAL**

Resolved to remove the need to authorise the affixing of the common seal of the Owners Corporation to leases, licences, assignment or transfer of leases or licences, contracts and agreements required to be under the common seal of the Owners Corporation. This does not remove the need to have two lot owners sign.

**17 REVIEW OCCUPATIONAL HEALTH AND SAFETY (OH&S)**

Resolved to review Occupational Health & Safety (OH&S) requirements and remind Members of their obligation to monitor OH&S and advise the Manager of issues that may arise.

**18 GENERAL BUSINESS**

Resolved that items of a general nature be discussed - nil raised.

**19 NEXT ANNUAL GENERAL MEETING**

Resolved that a tentative date be set for the next Annual General Meeting of the Owners Corporation - Tuesday 28 October, 2026.

Date of this notice: 26 February 2025

CLOSURE: There being no further business, the chairperson declared the meeting closed at 08:20 PM.

## **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 your 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 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.**

# 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. Committees and sub-committees

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

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

## 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **4. Use of common property**

### **4.1 Use of common property**

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **4.2 Vehicles and parking on common property**

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

(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.

### **4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

## **5.1 Change of use of lots**

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

### **Example**

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

## **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

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

# **6. Behaviour of persons**

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

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

## **6.2 Noise and other nuisance control**

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

# **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	34646
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	01/03/2025 to 01/03/2026 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. SP 24796
<b>Situation</b>	14 MERINO STREET RESERVOIR VIC 3073

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$4,090,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$613,500

##### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

##### Policy 5 – Office Bearers' Legal Liability

Not Selected

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Not Selected

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

##### Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

17/02/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

# Residential rental agreement

## no more than 5 years

Harcourts  
Rata & Co

*Residential Tenancies Act 1997 Section 26(1)*

*Residential Tenancies Regulations 2021 Regulation 10(1)*

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

### PART A - Basic terms

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

Item 1	<b>Date of Agreement</b>	04/06/2021
Item 2	<b>Premises let by the rental provider</b>	7/14 Merino Street, Reservoir VIC 3073
Item 3	<b>Rental provider details</b>	
	Full name(s) or Company Name	M. L. & V Pancari, P. Defazio & A.Pancari
	ACN (if applicable)	
	<b>Rental provider's agent's details</b>	
	Full Name	Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co)
	Address	219 High Street, Thomastown VIC 3074
	Phone number	0394657766
	ACN (if applicable)	70162949588
	Email address	daniela.varrasso@rataandco.com.au
Item 4	<b>Renter details</b>	
	Full name of renter 1	Qi Zhou
	Current address	
	Phone number	
	Email address for service of documents	
	Full name of renter 2	Robert James Marshall
	Current address	
	Phone number	
	Email address for service of documents	
Item 5	<b>Length of the agreement</b>	12 Months Fixed term
	Start Date	21/07/2021 (this is the date the agreement starts and you may move in)
	End Date	20/07/2022
Item 6	<b>Rent 1</b>	The Rent is \$1477.00 per calendar month and payable calendar monthly in advance commencing on 21/07/2021

**Item 7 Bond**

\$1477.00 paid to the RTBA at the commencement of your tenancy

- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

**Part B - Standard terms****Item 8 Rental Provider's preferred method of rent payment**

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

a. DEFT - Biller code: 4481 Cust Ref#: 37454303

**Item 9 Service of notices and other documents by electronic methods**

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

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

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

(Rental provider to tick as appropriate)

Yes - insert email address, mobile phone number or other electronic contact details      Email : [daniela.varrasso@rataandco.com.au](mailto:daniela.varrasso@rataandco.com.au)  
Phone: 0394657766

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

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

(Renter to tick as appropriate)

Renter 1	<input checked="" type="checkbox"/>	Yes - insert email address, mobile phone number or other electronic contact details	Email: 261811167@qq.com; Mobile: 61466020075
Renter 2	<input checked="" type="checkbox"/>	Yes - insert email address, mobile phone number or other electronic contact details	Email: robma42@gmail.com; Mobile: 61405121678

**Item 10 Urgent Repairs**

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

Electrical Tradie	N/A	N/A
Plumbing Tradie	N/A	N/A
Other Tradie	N/A	N/A

**Item 11 Professional cleaning**

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

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

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

#### Item 12 Owners corporation (formerly body corporate)

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

No  Yes There is no Owner's Corporation/Body Corporate document available for the property. Upload and try again.

#### Item 13 Condition report

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

Rental provider to tick as appropriate)

The condition report has been provided

### Part C - Safety-related activities

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#### Item 14 Electrical safety activities

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

#### Item 15 Gas safety activities

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

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

#### Item 16 Smoke alarm safety activities

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

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

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

**Item 17 Swimming pool barrier safety activities**

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

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

**Item 18 Relocatable swimming pool safety activities**

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

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

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

**Item 19 Bushfire prone area activities**

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

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

**Rental Standards**

- |       |  |     |
|-------|--|-----|
| 1.    | Are there deadlocks to all Entry doors?  | Yes |
|       | A If no, could one be fitted?  | No  |
|       | B Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key? | Yes |
| <hr/> |  |     |
| 2.    | Is a vermin-proof rubbish bin supplied?  | Yes |
|       | A Is a vermin-proof recycle bin supplied?  | Yes |
|       | B Are the supplied bins provided by or are compatible with local council collection?                                       | Yes |
| <hr/> |  |     |
| 3.    | Are the toilets connected to an appropriate sewerage or wastewater treatment system?                                       | Yes |
|       | A Are the toilets situated in a suitable housing/room?   | Yes |
| <hr/> |  |     |
| 4.    | Is there a washbasin, shower or bath with hot and cold water?  | Yes |
|       | A Is there a 3 Star rated showerhead fitted?   | Yes |
| <hr/> |  |     |
| 5.    | Is there a dedicated area for cooking and food preparation?  | Yes |
|       | A Is the sink in good working order and is connected to hot and cold water?  | Yes |
|       | B Is the cooktop in good working order and has 2 or more burners?  | Yes |

- C Is the oven is in good working order - if fitted? Yes
- 
6. Are laundry facilities present in the rented premises? Yes
- A Are the laundry facilities connected to a reasonable supply of hot and cold water? Yes
- 
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof? No
- 
8. Is there any visual evidence of mould or damp caused by or related to the building structure? No
- 
9. Does the property have a safety switch / RCD? Yes
- 
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy? Yes
- A Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy? Yes
- 
11. Can all external windows in the rented premises that are capable of opening able to be set in a closed or open position? Yes
- A Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry? Yes
- 
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms? Yes
- 
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation? Yes
- 
14. Is there a working heater in the main living area of the premises? Yes
- 

## Property Disclosure

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to sell the rented premises OR have prepared a contract of sale No

2. Is a mortgagee taking action for possession of the rented premises and has commenced a proceeding to enforce a mortgage over the rented premises. No
3. I/We are the owner/s of the renter premises. Yes
4. Is the rented premises supplied with electricity from an embedded electricity network?\* No  
\*An embedded electricity network is where a privately owned and managed network supplies power to all the properties in a single building or development.
5. Has the premises been the location of a homicide or drug trafficking/manufacture in the last 5 years? No  
A Has the premises been the location of a Homicide in the last 5 years? No  
B Has the premises been the location of Drug Trafficking/Manufacture of a drug of dependence in the last 5 years? No
6. Does the premises comply with the rental minimum standards? Yes
7. Has the Residential Rental Provider received a repair notice, in the last 3 years, relation to mould or damp in the premises? No
8. Is there Gas connected at the premises? Yes  
Date of the most recent Gas Safety check: No date available
9. Date of the most recent Electrical Safety check: No date available  
A Are there any outstanding recommendations for work for the Electrical Safety check? No
10. Date of Recent Pool Barrier Compliance check for relocatable pool/spa: No Pool
11. Date of the most recent Smoke Alarm testing in the last 12 months: 01/01/2020  
A Are there any outstanding recommendations for work for the Smoke Alarms? No
12. Is the premises located in a designated bushfire prone area under section 192A of the Building Act 1993? No
13. Is the rented premises a registered place (heritage listed)? No
14. Is the premises known to have Friable and Non-Friable Asbestos based on an inspection by a suitably qualified person? No
15. Has a Building or Planning Application been lodged for the premises? No
16. Is the rented premises or common property the subject of any notice, order, declaration, report, or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of this disclosure? 21/07/2021 - 20/07/2022 No

17. Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the rented premises? No

18. Is the rented premises subject to an owner's corporation (formally known as body corporate)? Yes

A Is there is a current dispute under Part 10 of the Owners Corporations Act 2006\* which applies to or affects the rented premises? No

\*Part 10 of the Owners Corporation Act 2006 describes the handling of disputes.

19. Is there a relocatable swimming pool/spa erected at the premises or is intended to be erected? No

A If YES, does the relocatable swimming pool/spa have a safety barrier that is maintained in good repair? No

## Part D - Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The Renter:

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

### Condition of the premises

The rental provider:

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

The Renter:

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

### Modifications

The Renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## Locks

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

## Repairs

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

### Urgent repairs

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

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

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

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

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

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

### Non-urgent repairs

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

## Assignment or sub-letting

### The Renter:

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

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

### The rental provider:

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

## Rent

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

## Access and entry

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

## Pets

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

## PART E - Additional terms

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### Item 21 Damage to the Premises

21.1 The Renter must ensure that care is taken to avoid damaging the rented Premises.

21.2 The renter must take reasonable care to avoid damaging any common areas.

21.3 The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

### Item 22 Cleanliness of the Premises

22.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

### Item 23 Agent is First Point of Contact

23.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

### Item 24 Water Consumption & Utilities

24.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

24.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

24.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

24.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval, and will be at the Renter's cost.

### Item 25 Condition Report

25.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

- 25.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:
- a. An electronic copy of the condition report signed by the Rental provider or Agent;
  - b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
  - c. a copy of this tenancy Agreement.

25.3 The Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

25.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

#### **Item 26 Rental provider's Insurance and Renter's Contents Insurance**

26.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

26.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

26.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

#### **Item 27 Reporting Defects**

27.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

27.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

#### **Item 28 Inspections**

28.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

28.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

#### **Item 29 Disclosure of Information**

29.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

29.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

#### **Item 30 Employment Details**

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

### **DURING THE TENANCY**

#### **Item 31 Permitted Use**

31.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

31.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

31.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

### **Item 32 Urgent And Non-Urgent Repairs**

32.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in **Item 3** in the Schedule or to the nominated Agent's Representative.

32.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in **Item 3**. The Renter agrees to take all reasonable measures to get in contact with the Agent.

32.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under **Urgent Repairs** of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

32.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

### **Item 33 Garden and Parking**

33.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

33.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

33.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

33.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

### **Item 34 Light Globes and Pilot Lights**

34.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

34.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

### **Item 35 Pets**

35.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Rental provider.

35.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

35.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

### **Item 36 Rubbish and Hanging Clothes**

36.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

36.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

#### **Item 37 Inflammable Liquids Not Permitted**

37.1 Except as allowed by this by this **item 37**, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

37.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

#### **Item 38 Vehicle/boat Servicing or Repairs Not to be Carried Out**

38.1 For the purposes of this **item 38**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

38.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

38.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

#### **Item 39 Smoke Alarms**

39.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

39.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

39.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

#### **Item 40 Swimming Pool/Spa**

40.1 This **item 40** applies if there is a swimming pool, spa or variation thereof at the Premises.

40.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

40.3 The Renter acknowledges and agrees that if **item 40.2** is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

#### **Item 41 Locks & Keys**

41.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

41.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

41.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

41.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

41.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

#### **Item 42 Blockages Caused by Misuse**

42.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

#### **Item 43 Payment of Rental**

43.1 All rental payments are to be made on time and in full in the manner specified in **Item 8** of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a **\$16.50** processing fee (inclusive of GST).

43.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

43.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of **\$27.50** should a cheque or direct debit dishonour up to three times. Beyond three times **\$55.00** will be charged (inclusive of GST).

#### **Item 44 Assignment, Sub-letting and Short Stay Accommodation**

44.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **item 44.2**.

44.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **\$220.00** (inclusive of GST) plus any Renter check fees ( **\$22.00** per new Renter), such fees are subject to change. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

44.3 For the purposes of **item 44.2** to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

44.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

44.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this **item 44**.

44.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

#### **Item 45 Fixed Term Lease Break**

45.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in **Item 5** in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

45.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$345 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

45.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

#### **Item 46 Advertising Boards and Access To The Premises**

46.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

46.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

#### **Item 47 Owners Corporation Rules (Where Applicable)**

47.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

47.2 If **item 47.1** applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

47.3 If **item 47.1** applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

#### **Item 48 Condensation and Mould**

48.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

48.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

48.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this **item 48** must be rectified professionally at the Renter's expense.

#### **Item 49 Pot Plants and Furniture Placement**

49.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

49.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

48.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this **item 49**, will be rectified professionally at the Renter's expense.

#### **Item 50 Smoking**

50.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

50.2 If the Renter has not complied with **item 50.1**, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

### **VACATING**

#### **Item 51 Redirection of Mail and Disconnection of Services**

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this **item 51**.

#### **Item 52 Notice To Vacate**

52.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

52.2 If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

52.3 Notice under this **item 52** must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

#### **Item 53 Expiry of Fixed Term Agreement**

53.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **item 52**.

53.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

#### **Item 54 Keys**

54.1 The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

#### **Item 55 Cleaning Premises Upon Vacating**

55.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

55.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

55.3 If the Renter kept a pet at the Premises in accordance with item 35.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

#### **Item 56 Bond Lodgement and Refund**

56.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

56.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

### **GENERAL / MISCELLANEOUS**

#### **Item 57 General**

57.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

57.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

57.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

57.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

57.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

**Item 58      General**

58.1 The Rental provider and/or Renter agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, ConnectNow, Smoke Alarm Solutions, Melbourne Real Estate Conveyancing or any other supplier and/or affiliate of Harcourts Rata & Co and to respond to any enquiries the Agent receives from Consumer Affairs Victoria or any other governing body.

**Signatures**

This agreement is made under the Residential Tenancies Act 1997.

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

**Signature of rental provider/agent**

Name/trading name

Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co)

Signature



Date

04/06/2021

✓ I/We the Renter/s have read and understood this agreement, and I/We accept and agree to all of its Terms and Conditions. Furthermore, I/We the Renter/s confirm I/We have been provided the Statement of Information, the Information Disclosure statement and the details of the Minimum Rental Standards for the premises on 04/06/2021 02:01 PM.

**Signature of renter 1**

Name/trading name

Qi Zhou

Signature



Date

04/06/2021

**Signature of renter 2**

Name/trading name

Robert James Marshall

Signature



Date

04/06/2021

# M&S PRIVITELLI PTY LTD

T/A Alliance Plumbing & Maintenance  
 3 AMAROO PL  
 PLENTY VIC 3090

## Tax Invoice

A.B.N. 31 166 436 291

A.C.N.

Invoice No.: 00024921

Date: 4/04/2023

Ship Via:

**Bill To:**

harcourts rata and co  
 7/14 Merino st  
 Reservoir Vic

**Ship To:** To the owner

harcourts rata and co  
 7/14 Merino st  
 Reservoir Vic

DESCRIPTION	AMOUNT	CODE
Too remove the rotten weatherboards from top section of window roof and refit with new pine weatherboard primed, Too also remove all rotten fascia boards of same section of dormant window and replace with new primed fascia Too also cut away ends of side fascia on bottom section of roof in front of house and replace with new joining too existing	\$3,300.00	GST

**PLEASE PAY:**  
 T/as Alliance Plumbing and Maintenance  
 BSB: 013 243  
 ACCOUNT: 2113 87081

Your Order No:

Shipping Date:

Comment:

Customer ABN:

Terms: Net 30th after EOM

Code	Rate	GST	Sale Amount
GST	10%	\$330.00	\$3,300.00

Freight: \$0.00 GST

GST: \$330.00

Total Inc GST: \$3,630.00

Amount Applied: \$0.00

**Balance Due: \$3,630.00**

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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