

# Conveyancing Victoria Melbourne

Estate Agents Act 1980 Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 2/7 Cuthbert Street, Broadmeadows 3047

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

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- \* Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

### SIGNING OF THIS CONTRACT

**WARNING: THIS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT**

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

**SIGNED BY THE PURCHASER** ..... on ..... /..... /20

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

This offer will lapse unless accepted within [21] clear business days (3 business days if none specified).

**SIGNED BY THE VENDOR** ..... on ..... /..... /20

Print name of person signing Mohieddin ALASALI

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period (Section 31 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 or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

Harcourts Rata & Co  
1/337 Settlement Road THOMASTOWN

Tel: 94657766 Fax: Ref: Email: sold@rataandco.com.au

**VENDOR**

**VENDOR'S CONVEYANCER**

Conveyancing Victoria Melbourne

Tel: 03 9603 0330 Fax: Nil Ref: MC24-624 Email: conveyvic@gmail.com

**PURCHASER**

of

Tel: Fax: Ref: Email:

**PURCHASER'S CONVEYANCER**

of

Tel: Fax: Ref: Email:

**PROPERTY ADDRESS**

Unit 2/7 Cuthbert Street, Broadmeadows 3047

**LAND** (general condition 3 &9)

The Land is described in the attached copy title(s) and plan(s) as:  
Lot 2 on Plan of Subdivision PS724975 being all that piece of land  
more particularly described in Certificate of Title 11564 Folio 901  
The Land includes all improvements and fixtures.

**GOODS SOLD WITH THE LAND**

All fixed floor coverings, light fittings, window furnishings and all fixtures  
and fittings of a permanent nature, or, **if** a separate Goods schedule is  
attached, then solely as per such attached schedule.

**PAYMENT**

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

**LOAN** (refer to general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: \$ \_\_\_\_\_

Approval date: / /20

**SETTLEMENT**

Is due on / /20

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14  
days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

**BUILDING REPORT**

General condition 21 applies only if the box is checked

**PEST INSPECTON REPORT**

General condition 22 applies only if the box is checked

**GST** (refer to general condition 13)

The price includes GST (if any) unless the words **'plus GST'** appear in this box:  
Then Special Condition 19 will apply to this contract.

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

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

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

in which case refer to general condition 1.1.

If **'subject to lease'** then particulars of the lease are:  
Refer attached copy Lease/Tenancy Agreement

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

**ENCUMBRANCES**

This sale is NOT subject to an existing mortgage unless the words **'subject to existing mortgage'** appear in this box:

If the sale is **'subject to existing mortgage'** then particulars of the mortgage are:

**SPECIAL CONDITIONS**

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

**Special Conditions**

**SPECIAL CONDITIONS ("SC")**

- The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby affected he received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act, 1962 (as amended) in the form included in this Contract of Sale.

**Acceptance of title**

1A. Foreign resident capital gains withholding

1A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.

1A.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.

1A.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1A.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.

1A.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and
- (b) ensure that the representative does so.

1A.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.

1A.7 The representative is taken to have complied with the obligations in special condition 1A.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 1 business day before the due date for settlement.

1A.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.

1A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner because of late payment of the amount.

### **Electronic Conveyancing**

1B. This special condition applies if the Vendor elects for the Settlement and lodgement to be conducted electronically in accordance with Electronic Conveyancing National Law. The Vendor may their sole discretion elect for settlement and lodgement to be conducted electronically, by notice in writing to the Purchaser & or their representative, within 10 days prior to the settlement date. Such notice may be via an invitation from the Electronic Network Operator or by separate email.

Upon receipt of notice the purchaser agrees to do all things necessary to give effect to an electronic settlement, including but not limited to: -

- 1B1. Immediately notify their financier and all other persons or parties associated with their settlement, that settlement will be conducted electronically; and
- 1B2. Ensuring that all settlement parties engage and authorised subscriber for the purposes of Electronic Conveyancing National Law. The purchaser will accept any invitation sent via the Electronic Network Operator; and
- 1B3. Adjusting in favour of the Vendor at settlement any fee, charged by the Electronic Network Operator to affect an Electronic settlement, of which is agreed between the parties that this is an essential term of the contract and failure to comply is agreed that the purchaser is in default of this contract; and
- 1B4. Varying any conditions to this contract to affect an electronic settlement; and
- 1B5. Complying with any requirements of the Electronic Conveyancing National Law and the Electronic Network Operator and any other authority requirements which are necessary to effect settlement of this transaction and the lodgement of the instruments necessary to record the purchaser as the registered proprietor of the land.
- 1B6. When the Vendor has given written notice of intention to complete settlement electronically, the Purchaser must conduct settlement and lodgement electronically, must accept the Vendors invitation, & or, in the event that they cannot settle electronically, for whatever reason, they are deemed in default.  
Further, the purchaser must immediately notify the Vendors’ representative in writing, via email (within 10 business days of the day of sale) of their intention to complete settlement either electronically or paper based.

Consequence: -

Should the purchaser fail to supply such written notification within 10 business days from the day of sale, relating to their ability to conclude settlement either Electronically ('EC') or by a paper-based settlement it is agreed that the Purchaser will be conducting settlement in an electronic format. Notwithstanding notification from the purchaser, if settlement is completed in a paper format; the purchaser shall be deemed in default under the contract.

The vendor reserves the right to accept late requests to settle electronically.

- 1B7. Settlement of this contract shall occur when the workspace records that the exchange of the balance of funds due under this contract has been paid in accordance with the instructions of the vendors' representative has occurred and/or the document necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
  - 1B8. It is further agreed that if an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the m mistaken payment and the Vendor shall retain an equitable interest in the land hereby sold until all mistaken payment have been recovered including but not limited to any interest, penalties, costs and all other money due to the Vendor has been paid in full.
  - 1B9. It is further agreed that if an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identifies the recipient of any mistaken payment and to recover the m mistaken payment and the Vendor shall retain an equitable interest in the land hereby sold until all mistaken payment have been recovered including but not limited to any interest, penalties, costs and all other money due to the Vendor has been paid in full.
  - 1B10. All correspondence must via email transmission to the vendors representative. No correspondence is to be transmitted via any electronic settlement portal or by fax. No notice, message, document or the like is deemed served nor notified to the vendor if sent via this method. The vendor is not obliged to acknowledge nor respond to any transmission via any electronic settlement portal. In the event that the Vendor replies to any such transmission it is not deemed as acceptance of service nor notification to the vendor. Consequence – The purchaser agrees they are in default of this contract.
2. All deposit monies paid hereunder shall be held and applied in accordance with the provisions of the Sale of Land (Deposits) Act, 1980.

#### **Payments**

Unless the contract specifies 'Deposit Bond' or 'Bank Guarantee' in the particulars of sale, then it does not form part of this contract and will not constitute payment of the deposit under the terms of this contract. The purchaser must make written application to the vendors representative should the purchaser wish to have a 'deposit bond' or 'bank guarantee' form part of this contract. The vendors representative (excludes any agent) shall have the sole discretion to accept or reject such application. Should the vendors' representative accept any request, then General Conditions 14.1 will include the following Special Condition:

- 14.1 (d) Deposit Money shall be paid by the Purchaser either by a Cash Payment or by a Deposit Guarantee or  
Bond approved by the Vendor's Conveyancer.
- 14.1 (e) Should the deposit be paid by way of a Deposit Guarantee or Bond, it shall be held by the Vendor's Conveyancer in accordance with the following Special Conditions headed Deposit Bond.

#### **Deposit Bond**

- 2.1 In this Contract, the word 'Bond' means any Deposit Bond issued to the Vendor at the request of the Purchaser any authorised provider (the "Guarantor").
  - 2.2 The delivery of the Bond no later than the time the Deposit is required to be paid under this Contract to the person ("Deposit Holder") nominated in this Contract to hold the Deposit as Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this Contract.
  - 2.3 On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in this Bond, either by way of Cash or unendorsed Cheque drawn by an authorized deposit-taking Institution within the meaning of the Banking Act 1959 of the Commonwealth.
  - 2.4 If the Vendor serves on the Purchaser a Default Notice, then to the extent that the Guarantor under the Bond has not already paid the amount, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.
  - 2.5 The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the Deposit under the previous paragraph.
3. Purchasers Warranties
- a. The Purchaser warrants to the Vendor that it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent.
  - b. The Purchaser warrants to the Vendor that it is not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975* from entering into or competing this Contract.

- c. The Purchaser warrants to the Vendor that it enters into this Contract in reliance on its own inspection of and enquiries relating to the Property and does not enter into this Contract based on the information contained in the Vendors' Statement.
4. The Purchaser acknowledges that he has inspected the property and chattels/goods prior to the day of sale. The Purchaser agrees that The Purchaser is purchasing and will accept delivery of the property and goods in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements. The Purchaser acknowledges that the purchaser does not rely upon any warranty or representation made by the vendor, any agent or any person for or on behalf of the vendor, except for those set out in this Contract, but has relied entirely upon the Purchasers' own enquiries and inspection of the Property. The purchaser agrees that in the Section 32 statement any reference to services that state 'connected' includes Septic Tank and Gas Bottle as the case maybe, if applicable. The purchaser confirms that they have made all necessary enquiry prior to the signing of this contract and are fully aware of the status of such services and don't solely rely upon the information contained in such statement and that the vendor will not be under any obligation to change, upgrade, connect any service or provide any compensatory measure to the purchaser whatsoever.
5. The Purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property, which are made or issued after the date of sale.
6. The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims & or demand in respect thereof.
7. The Land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or affect the validity of this Contract and the Purchaser shall not make any requisition, objection, or claim or be entitled to compensation or damages from the Vendor in respect thereof.
8. The purchaser agrees that all correspondence will be via direct email and not via the Pexa portal.
9. If the Purchaser defaults in payment of any money due under this Contract, then without prejudice to any other rights of the Vendor, interest at the rate of 6% higher than the rate for the time being fixed under the Penalty Interest Rates Act 1983, calculated daily and computed upon the money overdue during the period of default, must be paid by the purchaser to the vendor on demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. If the purchaser does not pay the deposit by the due date, or part thereof, the purchaser will be liable for any cost by the vendors' representative in pursuing the non-payment of such from the due date, in addition to any default costs charged by the vendors' representatives & or retained solicitor. The purchaser agrees that any claim under this contract is a foreseeable loss to the vendor.
- 9(1) The Vendor further gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchaser of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:
- a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
  - b. Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
  - c. Accommodation expenses necessarily incurred by the Vendor
  - d. Additional costs and expenses as between the Vendor's representative and the Vendor plus any legal costs.
  - e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.
  - f. If settlement does not occur on the due date and or, at the agreed time, then as a result the settlement is rescheduled for any reason that is not the vendors fault, or if settlement is delayed by more than 30 minutes.  
If applicable, the financial institution costs or any other third-party costs associated with attending to a delayed or changed settlement time and or date, will be borne solely by the purchaser.  
In the event that settlement time is disputed for any reason, all parties agree that the last lot of written correspondence sent by the vendors representative, will be deemed to be the agreed time for settlement.

10. If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.
11. The Purchaser acknowledges that should this contract be subject to finance of any description, as is noted on the Particulars of Sale in this contract, then General Condition 20.2(c) is to be deleted and the following sentence is to be inserted; "serves written notice ending the contract on the vendors representative on or by 5.00pm on the approval date".
- 11.1. In addition, such notice MUST
- a. Be provided to the Vendors Representative by email means only;
  - b. Be generated only from an approved lending institution;
  - c. Be signed and dated by the authorised representative of such approved lending institution;
  - d. Not be issued by a mortgage broker, loan originator or similar;
  - e. Be on a formal letter head from the approved lending institution that the loan application was applied to;
- 11.2 It is further agreed between the parties –
- a. Any Failure to comply will Special Condition 11.1 (a,b,c,d&e) will not constitute an end to this contract when subject to Finance approval or the like.
  - b. That this contract is now deemed unconditional in relation to finance approval.
- 11.3 In the event finance decline is advised to the vendors representative in accordance with special condition 11.1.a then the vendor allows such formal decline letter in accordance with special conditions 11.1b,c & d to be provided within 3 business days of the purchaser or their representative advising that finance has been declined. Such letter must be dated as of or before the date of notification to the vendors representative.
12. Unless and until a separate assessment of rates taxes and charges is issued in respect of all the lots on the plan, all adjustments between the parties shall be made on the basis that each lot is liable to that proportion of any such rates or outgoing levied or assessed against all the land in the plan which the area of each lot bears to the total number of lots contained in the plan. Adjustments will be completed on a 'paid by the vendor basis' and no monies can be withheld to pay outstanding monies for this lot, if, no separate assessment has been issued by the relevant authority.
13. For paper-based settlements, notwithstanding anything herein contained the purchaser must pay any bank or lender fees and or charges, on all cheques that are required and advised by the vendors representative for settlement, should a paper settlement or any non electronic settlement, take place to finalise. The location of the settlement will be at the venue of the vendors discretion.
14. The purchaser must and agrees to provide a copy of all certificates purchased by them or obtained in any shape or form, to complete any adjustments. Such searches & or certificates submitted, must have an issue date by the relevant authority, or organisation, issuing such search or certificate of not more than 55 days, prior, to the settlement date. The date of issue on the relevant search or certificate will be accepted as the date issued by such authority or organisation. Adjustments and searches or certificates must be submitted to the vendors representative at least 3 business days prior, to the settlement date, but only, via email transmission and any adjustments imputed into a electronic settlement portal, will not comply with this condition. The purchaser will not alter, change or remove any information from any certificate submitted with the adjustments. Failure to comply with this condition in whole or in part: - The vendor will not be obliged to provide cheque directions, up to 5 business days after the purchaser has complied in full, with this condition. The purchaser agrees that they will be in default of this contract and the Vendor will be entitled to delay settlement by up to a further five business days after receipt of adjustments and searches or certificates in full at the purchaser's expense. The purchaser agrees that they will be in default of the contract for failure to comply with this condition. Should any search or certificate relied upon by the purchaser as part of the adjustment submission, not be purchased by the purchaser from the relevant authority or organisation, then its agreed that, for any part of the adjustments that was obtained, but not purchased, to complete the adjustments, the purchaser will forfeit any ability to re adjust after settlement has been completed. This condition will not merge on settlement.
15. If the purchaser is a Company not listed on a recognized Australian Stock Exchange, then the Company agrees that it will procure at least one of its director's to fill in and sign the 'Guarantee and Indemnity' included in this Contract simultaneously with the Company's execution of this contract. The Directors of the Purchaser Company (if any) shall guarantee the payment of the purchase money and any other moneys payable under this contract by the Purchaser and the performance an observance by the Purchaser the terms, covenants and conditions to be performed and observed by the Purchaser under this contract. The purchaser will be deemed in default for should they not comply with this condition.

16. Lease – If this property is sold subject to any Commercial Lease & or Residential Tenancy Agreement then the following conditions apply to this contract.
- 16.1 The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.
- 16.2 The Purchaser is not entitled to make any objection in relation to the lease.
- 16.3. Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business:
- 16.3.1 take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;
- 16.3.2 obtain vacant possession or take such actions as the Vendor deems appropriate;
- 16.3.3 do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold.
- 16.4 The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement.
- 16.5 Notwithstanding Section 1412(1) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date.
- 16.5.1 to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request, direction and expense of the Vendor, exercise its rights under Section 141(2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor.
- 16.5.2 The purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the Purchaser at any time.
- 16.5.3 this Special Condition 16.5 will not merge on completion of the sale and purchase, but will continue to have full force and effect.
- 16.6 Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.
17. Delivery of Transfer of Land (Only for paper-based settlements)
- 17.1 In addition to General Condition 10 of this contract, the purchaser must deliver a (hard copy) transfer of land that has been signed by the purchaser or their representative in accordance the Transfer of Land Act amendments (as the case may be at the time should a paper settlement be occurring.)
- 17.2 Further to 17.1, if, it is agreed in writing by the representatives that the settlement date is brought forward to a new agreed date, then the delivery of the transfer will be 10 days prior to the new agreed settlement date.
- 17.3 The transfer of land MUST be prepared so that the vendors' representative can sign on behalf of the vendor. Licensed Conveyancer.

#### Consequences

The Purchaser will be in default of this contract should the transfer to the Vendor within the time period prescribed in General Condition 10 (& 17.1 of this contract if applicable), not be delivered. The Vendor will be entitled to extend the Settlement Date for up to 10 days from the Vendors' receipt of the transfer ("Extended Settlement").

The Purchaser will pay to the Vendor interest in accordance with General Condition 33 from the Settlement date to the 'Extended Settlement' date or the date that Settlement does occur, as well costs or expenses incurred by the Vendor or to which the Vendor is entitled under this Contract in the case of default.

In the event that 17.3 is not complied with, it is agreed between all the parties that service of the Transfer in accordance with 17.1, has not been affected whatsoever. Delivery of the transfer will be deemed upon the date in which deliver is received in accordance with 17.3.

#### 18. Duties Online

18.1 The purchaser via email, will receive an invitation to complete the purchaser's obligation with the Duties online form/s generated by the State Revenue Office portal for the completion of Duties Online Line obligations of the parties to this contract. The Vendor will endeavor to do complete this invitation at least 3 business days prior to settlement.

18.2 Where the Vendor has initiated the invitation to the purchaser via the online portal and such invitation was initiated 10 business days prior to settlement or more, the purchaser must within 5 business days prior to settlement, complete the purchasers' obligations and sign the online form. The State Revenue office portal indicates the date in which the form was completed by the purchase. Such date in the first instance, will be deemed as the date of completion by the purchaser.

Failure by the Purchaser to complete 18.2, the purchaser will be in default of this contract.

Such failure may inhibit the Vendors ability to sign and complete the vendors obligation with the State Revenue office of Victoria, in this regard prior to Settlement.

18.3 In the event that the purchaser fails to comply with special condition 18.2, the vendor will be able to delay settlement by up to 5 business days from the date noted on the State Revenue Office portal that the form has been signed by the purchaser in the first instance.

19. GST withholding

19.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwlth) and asterisked terms have the same meanings as when used in that schedule.

19.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.

19.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:

a. complete and lodge such online notification forms as the Commissioner may require enabling payment of the withholding sum and;

b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or;

c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner, except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

19.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

19.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

19.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

19.7. In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

19.8. This special condition will not merge on settlement.

20. Nomination (GC4 is amended by an additional sentence as follows)

"20.1 (a) The common law right of nomination is excluded, and the Purchaser must only nominate an additional or substitute transferee in accordance with this Special Condition 20.2.

(b) All nominations of an additional or substitute transferee must first be approved by the Vendor (which approval may be withheld at its sale discretion notwithstanding the Purchaser's submission of the documents required under Special Conditions 20.1(c)(ii), 20.3 and 20.4).

(c) If the Purchaser proposes to nominate a substitute or additional transferee, the Purchaser:

(i) acknowledges and agrees that the Vendors not obliged to approve the nomination and/or return the Deposit in exchange for the deposit provided by the substitute or additional transferees; and

(ii) must deliver to the Vendor for approval no later than 10 Business Days before the Due Date:

20.2

(a) a completed nomination deed as attached per 'Annexure A':

(b) pursuant to which the nominee agrees to be bound by the terms of this Contract as if the nominee was a party to this Contract save and except, where applicable, the terms under which the Purchaser obtains a benefit (including any rebate) from the Vendor; and

(c) properly completed with the relevant particulars and executed by the Purchaser, nominee purchaser and any guarantor under any Guarantee; and

(d) a completed digital duties form (or such other documentation required by the State Revenue Office in respect of nominations) containing complete and accurate particulars about the nomination and nominee;

(e) the nomination deed in the form contained in 'Annexure A' properly completed with the relevant particulars and executed by the Purchaser, nominee purchaser and any guarantor under any Guarantee;

(f) all other information and/or documents required under this Special Condition 20

20.3 Where the Vendor's approval is withheld, the Purchaser 'acknowledges and agrees that the Purchaser (and not the nominee) is the party liable for the completion of the Contract.

20.4 The amount payable by the nominee to the Vendors representative for Five Hundred and Fifty Dollars (including GST), in respect of costs payable by the nominee for the preparation of the nomination deed and execution attendance of same. The nomination deed must be transferred to the Vendors representatives account within two days of submission. At the discretion of the vendors representative, this amount may be able to be paid on settlement and disclosed via the adjustments."

20.5 Purchaser's liability

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

20.6 The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability or cost that may be brought against the Vendor and/or the Developer or which the Vendor and/or the Developer may pay, sustain or incur in respect of any matter (including duty) arising from a nomination of a substitute or additional transferee.

21. All correspondence must via email transmission to the vendors representative. No correspondence is to be transmitted via any electronic settlement portal or by fax. Consequence – The purchaser agrees they are in default of this contract.

22. It is hereby acknowledged and agreed by the Purchaser that :-

A. If the Vendor has disclosed one or more Material Facts in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto (jointly and severally "Material Fact", and including any related attachments, including, but not limited to, any Notices or Orders served, known to the Vendor and disclosed herewith unless the Vendor has by Special Condition elsewhere in this Contract expressly agreed to remedy or comply with that Notice or Order),

B. That Material Fact constitutes the whole of the Vendor's significant knowledge of that issue, and, unless expressly stated to the contrary in another Special Condition in this Contract, the Purchaser hereby Agrees and:-

22.1 Acknowledges that a full and true disclosure of these matters to the knowledge of the Vendor is hereby and in the attached related "Section 32" Vendor's Statement annexed to this Contract given, and that the Purchaser has read and understood the disclosure so given;

22.2 Admits that it has made its own enquiries in relation to the Material Fact;

22.3 Admits that the Vendor makes no warranty whatsoever in relation to any aspect surrounding the Material Fact and that, notwithstanding any implication, application or reading of General Condition 21, if the Purchaser can and chooses, or is required to, action, or contribute, financially or otherwise to any matter arising from the Material Fact, agrees not to call upon the Vendor to perform any attendances whatsoever in relation to the Material Fact, or to provide or contribute to any costs thereof;

22.4 that no other party or person may be aware of the Material Fact, or that if they are, that they view interpret or understand the Material Fact in the same way as the Vendor;

22.5 All recommended, required or desired attendances, if any, arising from the Material Fact shall from the Day of Sale become the sole responsibility of the Purchaser and at the Purchaser's cost in all things;

22.6 Admits that it shall have no objection to title or other rights against the Vendor or against the agents or servants of the Vendor in relation to any Material Fact;

22.7 Admits that it buys the Property on its own investigations in that regard;

22.8 Admits that it will not delay Settlement, deduct or offset any monies at Settlement, make any claim for compensation from the Vendor, and that it has no entitlement to compensation from the Vendor, whatsoever in relation to any Material Fact, and

22.9 Hereafter releases and indemnifies and keeps indemnified the Vendor from all related costs, claims, actions, losses or the like whatsoever related to the Material Fact.

23. If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

(a) The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

(b) The Purchaser acknowledges the provisions of GC 31. and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

24. For the purposes of general condition 25, the expression 'periodic outgoings' does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.

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

Commercial or Industrial Properties.

26. In the event that the property comes within the definition of a Commercial or Industrial property then 'Commercial and Industrial Property Tax ('CIPT') will apply to the purchaser for all contracts signed from the 1<sup>st</sup> of July 2024. The purchaser acknowledges that stamp duty is replaced with 'CIPT' and has made any necessary enquiries in relation to same and any implications that this may have and dissolves the vendor of any liability in relation to 'CIPT'

26.1. Should an Owners Corporation ('OC') be applicable and 'CIPT' also be applicable then the purchasers acknowledges that the 'OC' has the right to raise special levies after the day of sale to meet any liability which cannot at this time be quantified by the vendor. The purchaser agrees that they have made any such investigation in this regard. The purchaser agrees that in the event that the 'OC' raises a special levy that the purchaser will be solely responsible for the payment of same on settlement and release the vendor from any responsibility to any special levy that has been raised.

26.2. In the event that the Vendor qualified under the Australian Property Classification Code ('AVPCC') of which should be shown on a Council Land Information Certificate and on a State Revenue Office Clearance Certificate then the purchaser acknowledges that they will be responsible for the taking over of such loan & or agreement and will make provisions for the adjustment, in the statement of adjustments & provide the vendor with any such paperwork needed for this to take effect or;

26.2.a. The purchaser must adjust as required any payout in full on settlement for any 'AVPCC' liability and provide to the vendor any such certificate relied upon to calculate such amount.

27. All parties agree that only the conditions contained are in the original contract, of which was prepared by the vendors representative are binding on the vendor. No other special conditions or the like, added by any party, to any other part of this contract, will be binding on the vendor unless, documented in the area below headed 'Additional Special Conditions' and conclude prior to the to the end of this page.

'Additional Special Conditions'

27.1. Any additional special condition (outside of the original contract prepared on behalf of the vendor by the vendor's representative) must only be written in this contract as per special condition 27 to be binding. Further any added condition in this section must be counter-signed or initialed by all parties involved, but on this page. Any condition written outside of this specified area will have no binding effect on the vendor whatsoever regardless of such additional special condition being initialed or signed by all parties.

END OF SPECIAL CONDITIONS

# CONTRACT OF SALE - GENERAL CONDITIONS (GC)

(November 2019)

## 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.

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 right’s 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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 1.14 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**

13.2 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

13.10 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.

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

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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.

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## **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.

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INFORMATION ONLY

## DUE DILIGENCE CHECKLIST

### What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses **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.



The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

## GUARANTEE and INDEMNITY

I/We, ..... of .....

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

being the **Sole Director / Directors** of ..... ACN .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 )  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 )  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

## Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient: \_\_\_\_\_

**Property address:** Unit 2/7 Cuthbert Street, Broadmeadows VIC 3047

**Lot no.:** 2      **Plan of subdivision:** 724975

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

# Conveyancing Victoria Melbourne

POBOX 74, Altona 3018  
Ph: 03 9603 0330  
Email: [conveyvic@gmail.com.au](mailto:conveyvic@gmail.com.au)

Comparing Quotes for Conveyancing Work? - <https://www.conveyancingmelbourne.net.au/conveyancing-services-for-buying-a-property/pricing>

## CONTRACT OF SALE



# Conveyancing Victoria Melbourne

POBOX 74, Altona 3018  
Ph: 03 9603 0330  
Email: [conveyvic@gmail.com.au](mailto:conveyvic@gmail.com.au)

## Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	Unit 2/7 Cuthbert Street, Broadmeadows	
<b>Vendor's name</b>	Mohieddin ALASALI	<b>Date</b> / /
<b>Vendor's signature</b>	 x <a href="#">Mohieddin Alasali (Oct 14, 2024 20:39 GMT+11)</a>	
<b>Vendor's name</b>		<b>Date</b> / /
<b>Vendor's signature</b>	x	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	x	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	x	

# Conveyancing Victoria Melbourne

POBOX 74, Altona 3018 Ph: 03 9603 0330 Email: [conveyvic@gmail.com.au](mailto:conveyvic@gmail.com.au)

Unit 2/7 Cuthbert Street, Broadmeadows VIC 3047

## 1. FINANCIAL MATTERS

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

(a)  Their total **does not exceed**:

\$6000

OR

(b)  Are contained in the attached certificate/s.

OR

(c)  Their amounts are:

Authority	Amount	Interest (if any)
(1) Hume City Council	(1) \$	(1) \$
(2) Yarra Valley Water	(2) \$	(2) \$
(3) State Revenue Office	(3) \$	(3) \$
(4) Avant-Garde Property Management Pty Ltd	(4) \$	(4) \$

(d)  There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

\$

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

\$

To

Other particulars (including dates and times of payments): \*Not Applicable

### 1.3 Terms Contract

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

Attached is an 'Additional Vendor Statement'

### 1.4 Sale Subject to Mortgage

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

Attached is an 'Additional Vendor Statement'

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## 1.5. Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120
Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

### 2.2 Owner Builder

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

(a)  Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b)  Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

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

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## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

OR

Is as follows:

--

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered on the certificate of title or title plan.
--

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of planning scheme

Hume City Council Planning Scheme

(b) Name of responsible authority

Hume City Council

(c) Zoning of the land

General Residential Zone, (See also attached property report)

(d) Name of planning overlay

Refer to the attached report, if applicable

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## 4. NOTICES

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

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

Are contained in the attached certificates and/or statements

OR

Are as follows

---

### 4.2 Agricultural Chemicals

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

---

### 4.3 Compulsory Acquisition

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

---

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

OR

Are as follows:

---

# Conveyancing Victoria Melbourne

POBOX 74, Altona 3018 Ph: 03 9603 0330 Email: [conveyvic@gmail.com.au](mailto:conveyvic@gmail.com.au)

## 6. OWNERS CORPORATION

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

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

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

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X'
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X'
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X'

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## 7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording.  
The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

**NOT APPLICABLE**

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

- 9.1  (a) **Registered Title**

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

OR

- (b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

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

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## 10. SUBDIVISION

### 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 has not yet been certified.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

### 10.3 Further Plan of Subdivision

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

- (a)  Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- (b)  Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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):

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

---

## 12. DUE DILIGENCE CHECKLIST

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

## 13. POOL or SPA

- The property has an outdoor pool or spa

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## 14. ATTACHMENTS

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

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

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

1. Register Search Statement Volume 11564 Folio 901
2. Copy of Plan 724975
3. Covenant
4. Owners Corporation Certificate
5. Council Bill
6. Water Bill
7. Property Report
8. Planning Property Report

## ANNEXURE A

### Nomination Deed

Relating to a Contract between:

Vendor: Mohieddin ALASALI

Purchaser: \_\_\_\_\_

and/or Nominee

Property: Unit 2/7 Cuthbert Street, Broadmeadows VIC 3047

Nominee: \_\_\_\_\_

Guarantor:

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.
2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.
3. The Purchaser and the Nominee acknowledge that, from the date of this deed, they will be jointly and severally liable for:
  - 3.1 the due performance of the Purchaser's obligations under the Contract; and
  - 3.2 payment of any expenses resulting from the nomination under this deed (including any duty).
4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.
5. The Purchaser and the Nominee warrant to the Vendor that the Nominee is not obliged by the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property.
6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.
7. The Nominee indemnifies the Vendor from and against all loss and damage the Vendor may suffer or incur if the:
  - 8.1 Purchaser fails to comply with any of its obligations under the Contract; and/or
  - 8.2 Nominee fails to comply with any of its obligations under this deed.
8. The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with advice from its representative on the warranties and indemnities given by the Nominee under this deed. The Nominee acknowledges that the amount of those costs as stated in the Contract are reasonable and payable by it under this deed.

Executed and delivered as a deed poll on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Purchaser(s)

**(IF COMPANY)**

Executed by \_\_\_\_\_ ACN: \_\_\_\_\_ }  
in accordance with s 127(1) of the *Corporations Act2001*: \_\_\_\_\_ }

.....  
Signature of Director \_\_\_\_\_ Signature of Director/Company Secretary \_\_\_\_\_

.....  
Print full name \_\_\_\_\_ Print full name \_\_\_\_\_

Executed by \_\_\_\_\_ ACN: \_\_\_\_\_ }  
in accordance with s 127(1) of the *Corporations Act2001*: \_\_\_\_\_ }

.....  
Signature of Sole Director and Sole Company Secretary \_\_\_\_\_  
Print full name/s \_\_\_\_\_

**(IF INDIVIDUAL PURCHASER/S)**

Signed sealed and delivered by \_\_\_\_\_ }  
(Named Purchaser/s in Contract) \_\_\_\_\_ }

(Named Purchaser/s in Contract) \_\_\_\_\_ }

Signed \_\_\_\_\_ Signed \_\_\_\_\_ }

in the presence of:

..... }  
Witness \_\_\_\_\_ Witness \_\_\_\_\_ }

**NOMINEE(S)**

**(IF COMPANY)**

Executed by \_\_\_\_\_ ACN: \_\_\_\_\_ }  
in accordance with s 127(1) of the *Corporations Act2001*: \_\_\_\_\_ }

.....  
Signature of Director \_\_\_\_\_ Signature of Director/Company Secretary \_\_\_\_\_

.....  
Print full name \_\_\_\_\_ Print full name \_\_\_\_\_

Executed by \_\_\_\_\_ ACN: \_\_\_\_\_ }  
in accordance with s 127(1) of the *Corporations Act2001*: \_\_\_\_\_ }

.....  
Signature of Sole Director and Sole Company Secretary \_\_\_\_\_  
.....  
Print full name/s \_\_\_\_\_

**(IF INDIVIDUAL/S)**

Signed sealed and delivered by  
(Named Nominee) \_\_\_\_\_ }

(Named Nominee) \_\_\_\_\_ }

Signed \_\_\_\_\_ Signed \_\_\_\_\_ }

in the presence of:

.....  
Witness \_\_\_\_\_ Witness \_\_\_\_\_ }

**END**

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

Page 1 of 2

VOLUME 11564 FOLIO 901

Security no : 124118079545W  
Produced 08/09/2024 01:07 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 724975R.  
PARENT TITLE Volume 11109 Folio 794  
Created by instrument PS724975R 16/04/2015

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MOHIEDDIN ALASALI of UNIT 2 7 CUTHBERT STREET BROADMEADOWS VIC 3047  
AX633336N 12/01/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX633337L 12/01/2024  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2580083

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

**DIAGRAM LOCATION**

SEE PS724975R FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 2 7 CUTHBERT STREET BROADMEADOWS VIC 3047

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 12/01/2024

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS724975R

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

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DOCUMENT END

INFORMATION ONLY

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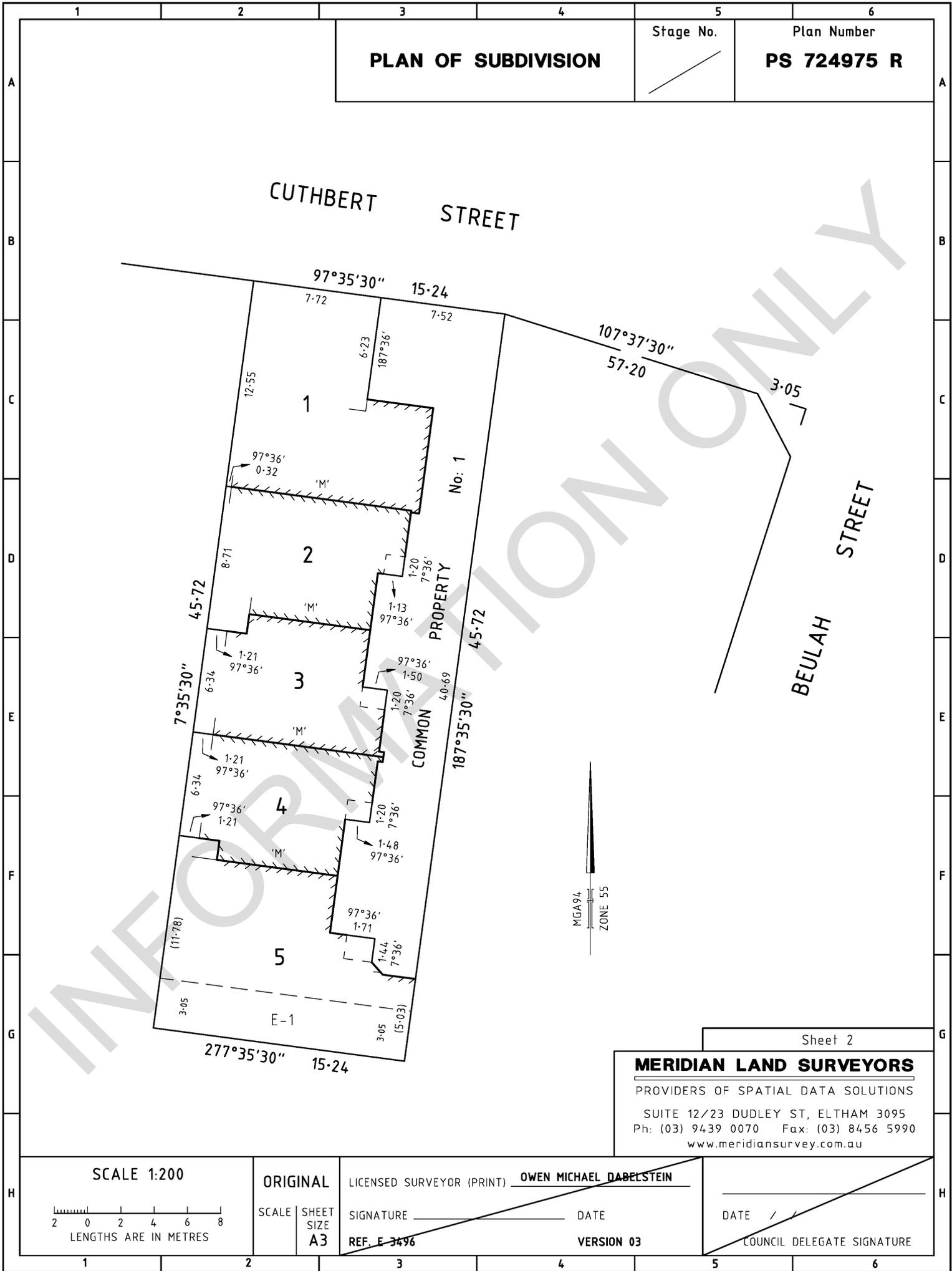
Document Type	<b>Plan</b>
Document Identification	<b>PS724975R</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>08/09/2024 01:07</b>

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Sheet 2

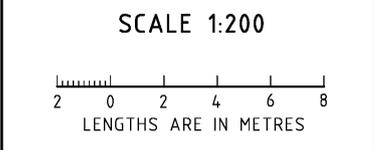
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REF. E 3496 **VERSION 03**

DATE / /

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



**Plan of Subdivision PS724975R  
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S045475E  
Plan Number: PS724975R  
Responsible Authority Name: Hume City Council  
Responsible Authority Reference Number 1: S007079  
Responsible Authority Reference Number 2: P17522  
Surveyor's Plan Version: 03

**Certification**

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

**Public Open Space**

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Michelle Hutchings  
Organisation: Hume City Council  
Date: 29/12/2014

INFORMATION ONLY

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Document Identification	<b>2580083</b>
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Document Assembled	<b>15/10/2024 10:13</b>

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TO THE REGISTER OF TITLES  
Please send this instrument  
to the Registrar  
Please Registrar  
Stanhope E. Bullen

54290356909

JOHN. W. ROBERTSON RAMSAY AND HYETT  
VICTORIA

2580083



MICROFILMED

RECEIVED  
MAY 31 1954

I, STANHOPE EVERITT BULLEN of Baulah solicitor being registered

as the Proprietor of an estate in fee simple in the land herein-  
after described subject to the encumbrances notified hereunder in

consideration of the sum of eighty pounds paid to me by Kristian  
Stopejnik of 136 Station Street Broadmeadows, DO. HEREBY TRANSFER

to the said Kristian Stopejnik All my estate and interest in ALL

THAT piece of land being Lots one hundred and thirty five and one  
hundred and thirty six on Plan of Subdivision No 10178 lodged in  
the Office of Titles being part of Crown Allotment A Section ele-  
ven Parish of Will Will Rook and being part of the land described  
in Certificate of Title Volume 4136 Folio <sup>827199</sup> ~~287199~~ And the said

Kristian Stopejnik hereby for himself his heirs executors admini-  
strators and transferees the registered proprietor or proprietors  
for the time being of the land hereby transferred and every part  
thereof COVENANTS with the said Stanhope Everitt Bullen his heirs

executors administrators and transferees the registered proprietor  
or proprietors for the time of the untransferred land comprised in  
the said Certificate of Title and of the land previously transferred

that he the said Kristian Stopejnik his heirs executors administ-  
rators and transferees will not carry on or cause to be carried on  
upon the land hereby transferred or any part thereof any quarrying

operations and will not excavate carry away or remove or permit  
to be excavated carried away or removed therefrom any sand or  
gravel earth stone or clay except for the purpose of building there-  
on And the said Kristian Stopejnik agrees that the above covenant

shall run with the land hereby transferred and every part thereof  
and that it shall appear as an encumbrance on the Certificate of  
Title to issue pursuant to this transfer.

DATED this 30th day of April One thousand nine hun-  
dred and fifty three

SIGNED by the said STANHOPE EVERITT BULLEN in the presence of

Lois Church  
Clerk to S.E. Bullen  
Solicitor Baulah

SIGNED by the said KRISTIAN Stopejnik in the presence of

Stanhope E. Bullen  
Kristian Stopejnik

ENCUMBRANCES REFERRED TO

As to the land color CVM 49 of 89 KB Easements (if any) existing over the  
same by virtue of Section 212 of the Transfer of Land Act, 1928.



FEE: RED & BLUE  
4136/- 199 PT.  
UNDER AN ACRE  
BEING LOTS 135 &  
136 ON L.P. 10178  
BEING PT. OF CAUD A  
SEC. II.

PARISH OF WILL WILL  
ROOK  
COUNTY OF BOURKE  
ENC.- AS TO BLUE  
ESMTS. ETC. SEC. 212  
AS TO WH.  
COVT. HEREIN

29.54

13/3

26/8/53

8/10/53  
29  
31.5.54

31.5.54

ENCUMBRANCES REFERRED TO

4/10/54

*[Handwritten scribble]*

DATED 1952

MR. S. L. DUFFIN

-10-

MR. K. SEPPALIK

J. R. A. N. S. F. E. R.

John W. Robertson Ramsay & Hyett  
Solicitors.  
341 Collins Street  
Melbourne

**I CERTIFY**

that a Memorial of the within Instrument No. 2580083  
was entered on the 11 AUG 1953  
in the Register Book Vol. 4136 Fol. 199

*[Signature]*  
Assistant Registrar of Titles

*[Handwritten initials]*



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/09/2024 01:07:55 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS724975R**

The land in PS724975R is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

7 CUTHBERT STREET BROADMEADOWS VIC 3047

OC025710C 16/04/2015

### 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:

OC025710C 16/04/2015

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	20	20
Lot 2	20	20
Lot 3	20	20
Lot 4	20	20
Lot 5	20	20
<b>Total</b>	<b>100.00</b>	<b>100.00</b>



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS724975R**

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

Statement End.

INFORMATION ONLY

# OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 (Vic), Owners Corporations Regulations 2018 (Vic)

**As at 15 October 2024**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS 724975R  
Address of Plan: 7 Cuthbert Street, Broadmeadows, Victoria 3047  
Lot Number this statement relates to:   
Unit Number this statement relates to:   
Postal Address: 126 Blair Street, Dallas, Victoria 3047

## 2. CERTIFICATE DETAILS

Vendor: Mohieddin Alasali  
Postal Address for Lot 2: Unit 2, 7 Cuthbert Street, Broadmeadows, Victoria  
Purchaser:  
Person requesting Certificate: Conveyancing Victoria  
Reference: 24-624-Alasali-Sale-Broadmeadows  
E-mail: conveyvic@gmail.com

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 2

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are \$1,131.40 per annum commencing on 1 September 2024. Levies for this plan are raised over one (1) period.

Period	Amount	Due Date	Status
1 September 2024 – 31 August 2025	\$1,131.40	10 September 2024	Issued and unpaid

### Maintenance Fund

There are currently no annual maintenance fund levy fees payable for Lot 2.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15<sup>th</sup> October 2024

For Plan No. PS 724975R - Lot 2

## 4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	\$848.55 DR	31 August 2024
Maintenance Fund	\$0.00	
<b>BALANCE</b>	<b>\$848.55 DR</b>	

## 5. SPECIAL LEVIES

None

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the Owners Corporation or some other act that incurs an additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The Owners Corporation holds the following funds as at 15 October 2024:-

Account / Fund	Amount
Administrative Fund	\$6,448.53
Maintenance Fund	\$0.00
<b>TOTAL FUNDS HELD AS AT 19 DECEMBER 2023</b>	<b>\$6,448.53</b>

## 8. INSURANCE

The Owners Corporation currently has the following insurance cover in place:-

### Policy

Policy No.	HGS027760163
Expiry Date	4 December 2024
Insurance Company	AAI Limited trading as GIO Insurance
Broker	None
Premium	\$2,055.70

### Cover Type

Damage (i.e. Building) Policy	\$1,688,600.00
Public & Legal Liability	\$20,000,000.00

## 9. CONTINGENT LIABILITIES

The Owners Corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The Owners Corporation has not or does not intend in the foreseeable future to enter into any contracts affecting the common property.

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The Owners Corporation has not granted any authorities or dealings affecting the common property.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15<sup>th</sup> October 2024

For Plan No. PS 724975R - Lot 2

## 12. AGREEMENTS TO PROVIDE SERVICES

The Owners Corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

## 13. NOTICES OR ORDERS

The Owners Corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

## 14. CURRENT OR FUTURE PROCEEDINGS

The Owners Corporation is not currently a party to any proceedings nor is aware of any circumstances which may give rise to any proceedings.

## 15. APPOINTMENT OF AN ADMINISTRATOR

The Owners Corporation is not aware of any application or any proposal for the appointment of an administrator.

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Avant-Garde Property Management Pty Ltd
ABN / ACN:	65 612 927 063
Address of Manager:	126 Blair Street, Dallas, Victoria 3047
Telephone:	(03) 8609 6569
E-mail Address:	admin@avantgardepropertymanagement.com

## 17. ADDITIONAL INFORMATION

The Owners Corporation provides the following information for the benefit of the purchaser:-

For any payments resulting from settlement, please see below BPAY details relating to the subject property:-

Billers Code: 96503  
Reference: 2067 5647 0311 3170 0029

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 15<sup>th</sup> October 2024

For Plan No. PS 724975R - Lot 2

## SIGNING

The common seal of Plan No. PS724975R was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Seyit Erciyas

Company: Avant-Garde Property Management Pty Ltd

Address: 126 Blair Street, Dallas, Victoria 3047

15 October 2024

Date



Common Seal  
of Owners Corporation

15 October 2024

Kim King  
Conveyancing Vic

Dear Madam

**OWNERS CORPORATION CERTIFICATE  
LOT 2 - PLAN OF SUBDIVISION NUMBER PS724975R  
UNIT 2, 7 CUTHBERT STREET, BROADMEADOWS, VICTORIA**

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS724975R dated 15 October 2024. This certificate is intended for use for the purpose of section 151 of the Owners Corporations Act 2006 ("the Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with the Owners Corporations Regulations 2018; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at admin@avantgardepropertymanagement.com. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Seyit Erciyas  
Company: Avant-Garde Property Management Pty Ltd  
Address: 126 Blair Street, Dallas, Victoria 3047

15 October 2024

Date

# 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

# Minutes of the Annual General Meeting

For Owners Corporation 1 Plan No. PS724975R  
7 Cuthbert Street, Broadmeadows, Victoria

<b>Meeting Date:</b>	21 May 2024		
<b>Meeting Location:</b>	126 Blair Street, Dallas, Victoria		
<b>Time:</b>	5:00 PM	Opened: 5.10 PM	Closed: 5:15 PM
<b>Lots Represented:</b>	None		
<b>Chairperson:</b>	None		
<b>Additional Attendees:</b>	None		
<b>Apologies:</b>	None		

## Quorum

A quorum was not achieved at the meeting. In accordance with Section 78(4) of the Owners Corporation Act 2006 (Vic) (as amended) ("the Act"), all decisions at the meeting are deemed interim decisions for a period of twenty-eight (28) days after the date of the meeting. Pursuant to the Act, all owners must be notified of the decisions made at the meeting within fourteen (14) days after the date of the meeting. Interim resolutions become final resolutions twenty-nine (29) days after the date of the meeting unless a petition containing an objection to the interim resolutions and requesting a new meeting is received from members representing at least twenty-five percent (25%) of all lot entitlements within twenty-nine (29) days after the date of the meeting.

<b>Motion 1</b>				
<b>Election of Office Bearers</b>	<b>Ordinary Resolution</b>			
That a chairperson of the meeting be appointed.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 2</b>				
<b>Interim Resolution</b>		<b>Ordinary Resolution</b>		
That any resolutions made or fees struck at this meeting be actioned as if the resolutions of this meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be approved, appropriate adjustments will be made.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 3</b>				
<b>Adoption of Minutes</b>		<b>Ordinary Resolution</b>		
That the minutes of the last annual meeting of the Owners Corporation be accepted as a true and accurate account of that meeting.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 4</b>				
<b>Owners Corporation Manager's Report</b>		<b>Ordinary Resolution</b>		
That the Manager's report which was attached to the Notice of the Annual General Meeting be accepted.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 5</b>				
<b>Financial Statements</b>		<b>Ordinary Resolution</b>		
That the Owners Corporation adopt the annual financial statements as attached to the Notice of the Annual General Meeting.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 6</b>				
<b>Budget for the Financial year</b>		<b>Ordinary Resolution</b>		
That the proposed budgets attached to the Notice of the Annual General Meeting be accepted by the Owners Corporation.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 7</b>				
<b>Insurance Report</b>		<b>Ordinary Resolution</b>		
That the insurance report attached to the Notice of the Annual General Meeting be accepted.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 8</b>				
<b>Insurance - Standing Direction</b>		<b>Ordinary Resolution</b>		
That standing direction be given to the Owners Corporation Manager to automatically renew the building insurance policy annually in order to meet regulatory requirements with the same policy benefits and to increase the limits of cover for the insurance to reflect inflation in line with the index used by the insurer.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

Motion 9	
Insurance Disclosure	Disclosure
<p>The Manager brought to the attention of the meeting via the Financial Services Guide, that the Manager can receive a commission not greater than twenty percent (20%) of the base premium from year to year. This is an agreement between the Insurance Broker and the Manager, and does not add to the cost of the base premium.</p> <p>The Manager advised at the meeting that any advice relating to insurance provided is factual only and is provided generally without consideration of the personal needs and objectives of the members. Members are advised that they should therefore consider the appropriateness of the advice in light of their own objectives, financial situation or needs, before acting on the advice and that they should refer to the Product Disclosure Statement ("the PDS") available by request from the Manager. Members are informed that personal advice should be sought directly from to insurance providers and underwriters.</p> <p>The Manager advised members that the current insurance policy does not extend to the contents of members' lots. It is therefore important that members organise their own insurance, whether it be landlord's insurance, personal contents insurance or business insurance (for tenants).</p>	

Motion 10				
Renewal of Contract of Appointment	Special Resolution			
<p>That the Contract of Appointment between the Owners Corporation and Avant-Garde Property Management Pty Ltd be renewed for a term of three (3) years effective from 13 September 2023 subject to the same terms and conditions save for the commencement date, the expiry date and any terms or conditions varied or negated pursuant to legislative amendments.</p>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

Motion 11				
Insurance - Excess Payments	Ordinary Resolution			
<p>That insurance policy excess payments be determined according to Section 49 of the Owners Corporations Act 2006 (Vic).</p>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

Motion 12				
Arrears Instructions		Ordinary Resolution		
That the Owners Corporation charge interest on any amount payable by a lot owner to the Owners Corporation that remains outstanding six (6) months after the due date for payment with the rate of interest charged set at the rate of interest payable under the Penalty Interest Rates Act 1983 (Vic) (as amended).				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

Motion 13				
Administrative Matters: Debt Collection		Ordinary Resolution		
That the Manager may take all necessary steps to recover outstanding fees and charges from lot owners including issuing a Reminder Notice for accounts with arrears for more than seven (7) days following the applicable due date, a Final Fee Notice for accounts with arrears of more than twenty-eight (28) days from the applicable due date and culminating in the initiation of legal proceedings via consultation with a solicitor at VCAT with any subsequent enforcement via the Magistrates' Court of Victoria.				
That all fees, costs and charges incurred by the Manager and/or the Owners Corporation in relation to debt recovery procedures will be charged to the offending lot owner and in the event that the costs are not recovered from the offending lot owner, the costs will be met by the Owners Corporation.				
That any costs and expenses incurred by the Owners Corporation due to a breach or default by a lot owner(s) and/or occupier(s) of any of their obligations pursuant to the Owners Corporations Act 2006 (Vic) (as amended), Owners Corporation Regulations 2021 (Vic) (as amended) or the Rules of the Owners Corporation be recovered from the offending lot owner(s) and/or occupiers(s) by the Owners Corporation as a debt due to the Owners Corporation by the offending lot owner(s) and/or occupier(s).				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 14</b>				
<b>Threshold for Emergency Maintenance</b>		<b>Ordinary Resolution</b>		
<p>1. That if required, the Manager be authorised to arrange for emergency maintenance and/or repairs by raising a special levy up to the amount of \$3,000; and</p> <p>2. That if required, any amount required to be raised in excess of \$3,000 require authorisation from the Owners Corporation at a meeting.</p>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 15</b>				
<b>Common Seal</b>		<b>Ordinary Resolution</b>		
<p>That the common seal of the Owners Corporation be applied electronically in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic) (as amended) and in particular Section 9 regarding the use of electronic signatures when witnessing the affixation of the common seal to any documents required from time to time to be sealed under the Owners Corporation Act 2006 (Vic) (as amended).</p>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 16</b>				
<b>Occupational Health and Safety</b>		<b>Ordinary Resolution</b>		
<p><b>OPTION A</b></p> <p>That the Owners Corporation does not obtain an occupational health and safety report and postpones the decision to consider whether to obtain a report until the next annual general meeting of the Owners Corporation.</p> <p><b>OPTION B</b></p> <p>That the Owners Corporation obtains an occupational health and safety report and the budget be adjusted to incorporate funds for the cost of obtaining a report.</p> <p>Of the available Options namely Option 'A' and Option 'B' proposed in the Notice of the Annual General Meeting, neither Option was accepted.</p>				
<b>NEITHER Option 'A' nor Option 'B' has been selected.</b>				

Motion 17				
Delegation of Powers		Ordinary Resolution		
<p>That the Owners Corporation delegates to the Manager and the Chairperson of the Owners Corporation all the powers and functions of the Owners Corporation that can be delegated pursuant to Section 11(2) of the Owners Corporations Act 2006 (Vic) save for the following powers and functions:-</p> <ol style="list-style-type: none"> <li>1. Any power or function requiring a special resolution;</li> <li>2. Any power or function requiring a unanimous resolution;</li> <li>3. Any power or function requiring a resolution at a general meeting; or</li> <li>4. Any other power or function that cannot be delegated pursuant to the Owners Corporations Act 2006 (Vic) (as amended).</li> </ol>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

Motion 18	
Essential Services – Fire Safety	Ordinary Rezsolution
<p><b>OPTION A</b></p> <p>That the Owners Corporation does not obtain an essential safety measures report and postpones the decision to consider whether to obtain a report until the next annual general meeting of the Owners Corporation.</p> <p><b>OPTION B</b></p> <p>That the Owners Corporation obtains an essential safety measures report and the budget be adjusted to incorporate funds for the cost of obtaining the report.</p> <p>Of the available Options namely Option 'A' and Option 'B' proposed in the Notice of the Annual General Meeting, neither Option was accepted.</p>	
<b>NEITHER Option 'A' nor Option 'B' has been selected.</b>	

<b>Motion 19</b>				
<b>Maintenance Fund</b>		<b>Ordinary Resolution</b>		
That the Owners Corporation creates a maintenance fund and levies annual maintenance fees equivalent to 10% of the approved budget or as otherwise approved by the Owners Corporation.				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 20</b>				
<b>Real Estate Signs/Boards</b>		<b>Ordinary Resolution</b>		
That the following conditions apply to the display of real estate boards for the sale or lease of any lot:-				
<ol style="list-style-type: none"> <li>1. Permission is to be obtained from the Owners Corporation;</li> <li>2. The board is to be removed on the earlier of the following dates:- <ol style="list-style-type: none"> <li>a) Within five (5) business days of letting or selling the property;</li> <li>b) Within thirty (30) days after its erection; or</li> <li>c) One (1) business day following a request from the Owners Corporation to remove the board.</li> </ol> </li> <li>3. Should the board not be removed within the timeframe stipulated herein, the Owners Corporation may attend to the removal of the board without notice and seek the recovery of all costs incidental and ancillary to the removal from the offending lot owner(s);</li> <li>4. Following the removal of the board, the area affected by the placement of the board must be restored to the same condition it was prior to the placement the board;</li> <li>5. The lot owners shall be liable for any damages to the commonproperty by either the installation or removal of the board and any public liability claims;</li> <li>6. If the board is to be illuminated, the proposed source of electricity is to be disclosed to the Owners Corporation. No power is to be sourced from the common property;</li> <li>7. The lot owner(s) shall inform their real estate agent of these conditions; and</li> <li>8. The lot owner and agent shall provide an undertaking that they will comply with these conditions and with the Rules of the Owners Corporation.</li> </ol>				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

<b>Motion 21</b>				
<b>Building Maintenance</b>	<b>Ordinary Resolution</b>			
That responsibility for the cleaning and maintenance of stormwater pits, gutters and downpipes be borne by individual members whereby each member(s) is responsible for the cleaning and maintenance of their respective unit(s).				
<b>Motion NOT CARRIED.</b>				
<b>VOTES</b>	Yes : 0	No: 0	Abs: 0	Inv: 0

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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



# Your rates and valuation notice

For the period 1 July 2024 to 30 June 2025

Enquiries: 9205 2200



M ALASALI  
2/7 CUTHBERT ST  
BROADMEADOWS VIC 3047

PROPERTY NUMBER: 696512  
PAYMENT REFERENCE: 9826348  
DATE OF ISSUE: 16/08/2024



For emailed notices:  
[hume.enotices.com.au](http://hume.enotices.com.au)  
Reference: 707D068F7L

023  
R0\_607290

## PROPERTY DETAILS

2/7 CUTHBERT ST BROADMEADOWS VIC 3047  
Lot 2 PS 724975R Vol 11564 Fol 901  
Owner Details: MOHIEDDIN ALASALI

### Site Value

\$112,500

### Capital Improved Value

\$325,000

### Net Annual Value

\$16,250

Level of Value Date: 01/01/2024 AVPCC: 120-Single Strata Unit/Villa U  
Date Adopted for Rating Purposes: 01/07/2024

\* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

## RATES, CHARGES AND REBATES

General Rate	0.0023285 x \$325,000	\$756.70
Kerbside Waste Charge	\$401.63 Kerbside	\$401.63
Public Waste Charge	\$222.99	\$222.99
Vic State Gov FSPL Residential Fixed*	\$132.00	\$132.00
Vic State Gov FSPL Residential Variable*	.000087 x \$325,000	\$28.20
<b>Total Amount Due</b>		<b>\$1,541.52</b>

## INSTALMENT 1

\$386.52

Payable 30/09/2024

## INSTALMENT 2

\$385.00

Payable 30/11/2024

## INSTALMENT 3

\$385.00

Payable 28/02/2025

## INSTALMENT 4

\$385.00

Payable 31/05/2025



Scan here to pay



## HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



**BPAY** (BPAY View Registration No: 9826348)  
Access Bpay via your internet banking  
BILLER CODE: 12500  
REF: 9826348



**DIRECT DEBIT**  
Register online at  
[hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) to arrange  
automatic payment of your account



**POST BILLPAY**  
BILLPAY CODE: 0862  
REF: 9826348



**IN PERSON**  
Pay at your nearest Council Customer  
Contact Centre in Broadmeadows,  
Craigieburn or Sunbury or visit your  
nearest Post Office.



\*862 9826348



**MAIL**  
Send this slip with your cheque made  
payable to: Hume City Council,  
PO Box 119 Dallas 3047



**ONLINE OR PHONE**  
Call 13 18 16 or visit [hume.vic.gov.au/pay](http://hume.vic.gov.au/pay)

## IMPORTANT INFORMATION FOR RATEPAYERS

### PAYMENT BY FOUR INSTALMENTS

Hume City Council's rates and charges are raised by way of a uniform rate and for 2024/25 are payable in four instalments. Instalment amounts and due dates are detailed on the front of this notice. Reminders will be issued for the second, third and fourth instalment due dates.

### PAYMENT BY DIRECT DEBIT PAYMENT PLAN

Rates and charges may be paid by pre-calculated weekly, fortnightly or monthly direct debits. To apply, visit Council's website [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates) and use the eNotice code on the front of this notice. If your payment due date falls on a weekend or public holiday, the payment may be processed on the next business day.

### PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

### PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

### LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

### FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or view Council's Financial Hardship policy visit Council's website [hume.vic.gov.au/Rates](http://hume.vic.gov.au/Rates)

### FIRE SERVICES PROPERTY LEVY (FSPL)

Council must collect the Fire Services Property Levy to support emergency services. If the leviable land is rateable land, or if it is classed as residential for FSPL purposes but is not rateable land, you may apply for a waiver, deferral or concession in accordance with section 27 & 28 of the *Fire Services Property Levy Act 2012*.

### SINGLE FARM ENTERPRISE (SFE)

Where multiple parcels of farm land are used to operate a single farming enterprise, you may only be required to pay the FSPL fixed charge once by applying for the single farming enterprise exemption. Apply online at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates)

### RATE CAPPING

Council has complied for with Victorian Government's rate cap of 2.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district;
- The application of any differential rate by Council;
- The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

### CHANGE OF PROPERTY OWNERSHIP

All changes of ownership or postal address must be notified to Council in writing.

### APPEAL AGAINST VALUATION

Objections to Council's valuation of your property including the AVPCC can be made under section 17 of the *Valuation Land Act 1960*. Objections must be made within two months of this notice being issued. Objections can be lodged online at [ratingvaluationobjections.vic.gov.au](http://ratingvaluationobjections.vic.gov.au) Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates. Any overpayments will be refunded. The valuations shown on this notice are assessed on values calculated at 1 January 2024. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

### PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at [hume.vic.gov.au/rates](http://hume.vic.gov.au/rates)

### PRIMARY PRODUCER RATE REBATE

Landholders with properties larger than 2 hectares that are used as an agricultural business can apply for the annual 30% discount off the general rate. Owners will need to provide evidence of agricultural business use and suitable land management practices. For details visit [hume.vic.gov.au/REP](http://hume.vic.gov.au/REP)

### PRIVACY STATEMENT

All personal information collected by Council will be used for Council business purposes and kept confidential. It will not be shared with third parties unless Council is required to disclose the information under other legislation or it is deemed reasonable under the circumstances, including notices to fence. You may access your information by contacting Council. For further details see Council's Information Privacy Policy online.

### Date rates declared – Monday 24 June 2024

#### Acknowledgement of Country

Hume City Council acknowledges the Gunung-Willam Balluk of the Wurundjeri as the Traditional Custodians of this land.

#### Speak your language!

Arabic      Greek      Hindi  
Italian      Lebanese      Turkish



For language support visit [hume.vic.gov.au/translate](http://hume.vic.gov.au/translate) or call **9205 2200** to speak to our team.

#### Five FREE waste vouchers per year

Tip passes are now flexible waste vouchers. Use them to drop off rubbish at our Resource Recovery Centres or book a hard waste or bundled branch collection. Proof of Hume address required. Limits and conditions apply. Visit [hume.vic.gov.au/wasteoptions](http://hume.vic.gov.au/wasteoptions) to learn more.

Valid from 1 July 2024 to 30 June 2025 only.

## PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

### PROPERTY LOCATION

2/7 CUTHBERT ST BROADMEADOWS VIC 3047

### RATEPAYER

M ALASALI

### PROPERTY NUMBER

696512

### INSTALMENT

\$386.52

CVM 73 of 89 KB



# Understanding your waste charges

The costs for providing waste services are itemised as separate charges on your rates notice:

## 1 Kerbside waste charge

Covers the cost of providing kerbside waste collections and household bulk waste services, as well as recycling processing and landfill fees.



## 2 Public waste charge

Covers the cost of keeping our public spaces clean such as providing public litter bins, street sweeping and collecting and disposing of dumped rubbish and litter.



If you had an optional food and garden bin last financial year, the extra cost is now covered in your kerbside waste charge. Additional costs still apply for extra bins.

For more information:

 [hume.vic.gov.au/waste-charge](https://hume.vic.gov.au/waste-charge)

 9205 2200





# Your new waste vouchers

Hume residents have **five waste vouchers** to help dispose of accepted waste for free\*. Vouchers are available to homeowners and renters.

## Book free\* hard waste and branch collections

Use your waste vouchers to have your unwanted furniture, whitegoods, electronics, tree branches and other accepted items collected from your front lawn or driveway. Simply book a collection at a Hume address.



## Take waste to our Resource Recovery Centres

Use your waste vouchers to take waste to our Resource Recovery Centres for free\*. Show your driver's licence or other proof of Hume address when dropping off waste.



You can also take mattresses, couches, tyres and garden clippings for free\* to our Resource Recovery Centres on Hume Clean Days. \*Limits and conditions apply.

### For more information:

 [hume.vic.gov.au/wasteoptions](https://hume.vic.gov.au/wasteoptions)  
 9205 2200



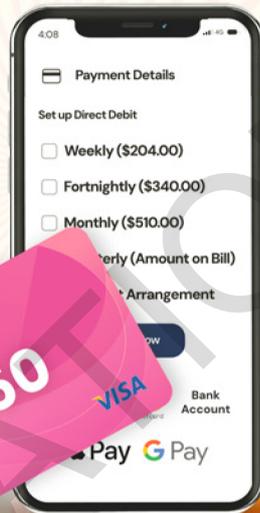
# Sign up for FlexiPay

FlexiPay is giving you the chance to win a \$750 Visa Gift Card.

You can do this by scanning the QR code on the notice.

Be quick!

You have until  
30/9/24



A new system designed to make paying your bill easier.



Pay bills on time, every time



Nominate Bank Account, Credit Card, Apple Pay or Google Pay



Enjoy flexible payment plans that work for you

If you are already on direct debit you are already in the draw

9205 2200

[hume-pay.enotices.com.au](http://hume-pay.enotices.com.au)

[contactus@hume.vic.gov.au](mailto:contactus@hume.vic.gov.au)



# Just 3 easy steps!

## Step 1

Scan the QR code on your notice OR go to [hume-pay.enotices.com.au](http://hume-pay.enotices.com.au) and enter the Reference Number located by the 



eNotices Reference #

1A2B3C4D

Cancel

Submit

## Step 2

Select your payment frequency and start date

## Step 3

Check your email inbox and click the link to provide your payment method.

# Adjustment notice



Emailed to: [din.connect.au@gmail.com](mailto:din.connect.au@gmail.com)  
MR M ALASALI  
UNIT 2/7 CUTHBERT ST  
BROADMEADOWS VIC 3047

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number 91 9620 0061  
Invoice number 9197 8767 93182  
Issue date 5 Sep 2024  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$221.71**

Direct debit  
**26 Sep 2024**

## Payment summary

Balance Brought Forward		Current Charge		Total Amount Due
\$191.11	+	\$30.60	=	\$221.71

## Account summary

Description	Charge	GST	Total
Transfer of Charges	\$30.60	\$0.00	\$30.60
Property Address Unit 2/7 Cuthbert St, Broadmeadows, Vic, 3047 Account 9196200061 Transfer Of Usage Charges Period 27/05/2024 - 23/08/2024 From Acc 9587493536 To Acc 9196200061			
<b>Total</b>			<b>\$30.60</b>



## How to pay



\*3042 919787679318 2



### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1300 304 688**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **919605169**



### BPAY®

Bill code: **344366**  
Ref: **919 6200 0614**



### CentrePAY

Use CentrePAY to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **9197 8767 93182**



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**

MR M ALASALI

Account number 91 9620 0061

Invoice number 9197 8767 93182

**Total due \$221.71**

Direct debit 26 Sep 2024

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

## Contact us

 <b>Enquiries</b>	1300 304 688	 <b>enquiry@yvw.com.au</b>	<b>For language assistance</b>	
<b>Faults and Emergencies</b>	13 27 62 (24hr)	 <b>yvw.com.au</b>	العربية	1300 914 361
		 <b>Private Bag 1 Mitcham VIC 3132</b>	廣東話	1300 921 362
			Ελληνικά	1300 931 364
			普通话	1300 927 363
				For all other languages call our translation service on <b>03 9046 4173</b>
				 <b>TTY Voice Calls</b> 133 677
				 <b>Speak and Listen</b> 1300 555 727

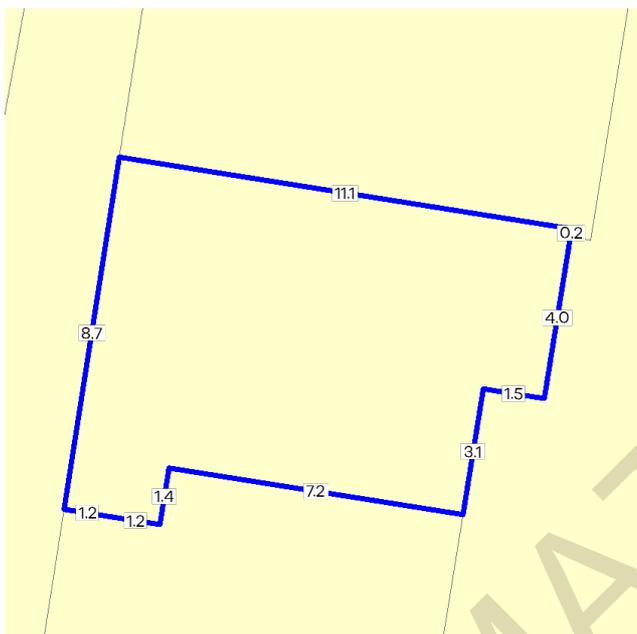
## PROPERTY DETAILS

Address: **2/7 CUTHBERT STREET BROADMEADOWS 3047**  
Lot and Plan Number: **Lot 2 PS724975**  
Standard Parcel Identifier (SPI): **2\PS724975**  
Local Government Area (Council): **HUME**  
Council Property Number: **696512**  
Directory Reference: **Melway 7 A9**

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

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 80 sq. m

**Perimeter:** 40 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **BROADMEADOWS**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 15 October 2024 09:16 AM

## PROPERTY DETAILS

Address: **2/7 CUTHBERT STREET BROADMEADOWS 3047**  
Lot and Plan Number: **Lot 2 PS724975**  
Standard Parcel Identifier (SPI): **2\PS724975**  
Local Government Area (Council): **HUME**  
Council Property Number: **696512**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 7 A9**

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

[Planning Scheme - Hume](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **BROADMEADOWS**

## OTHER

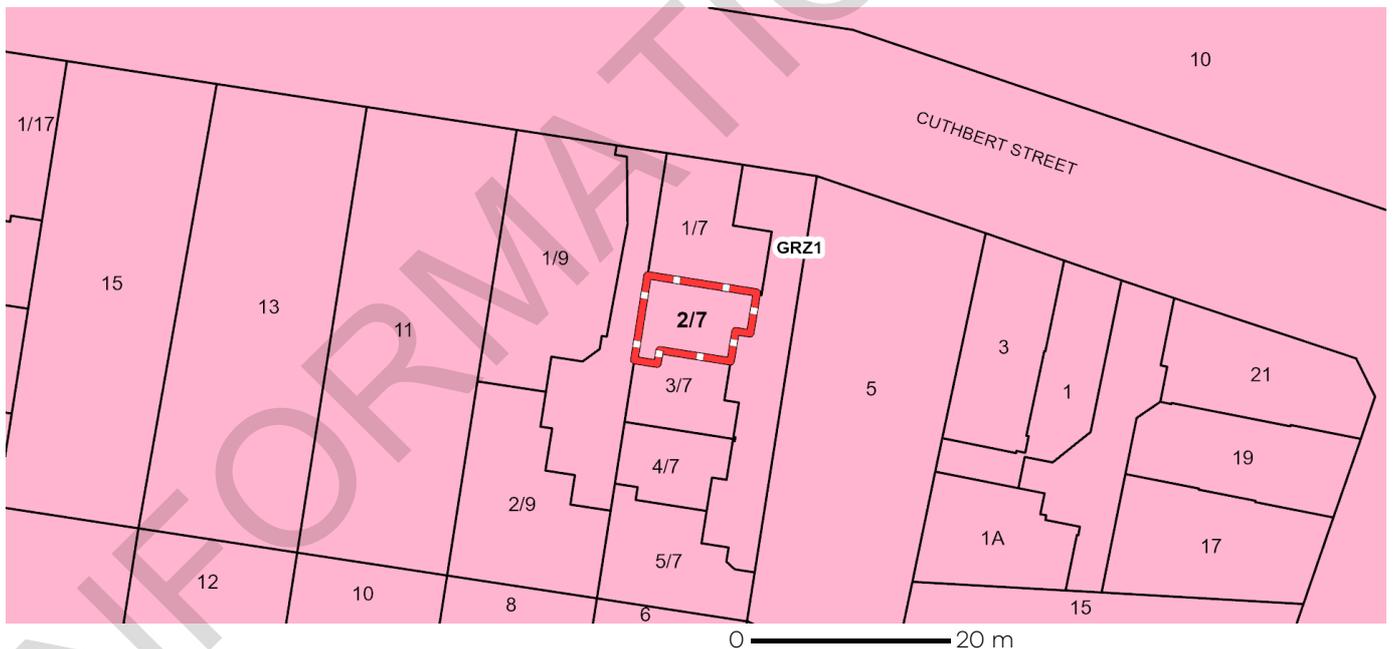
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



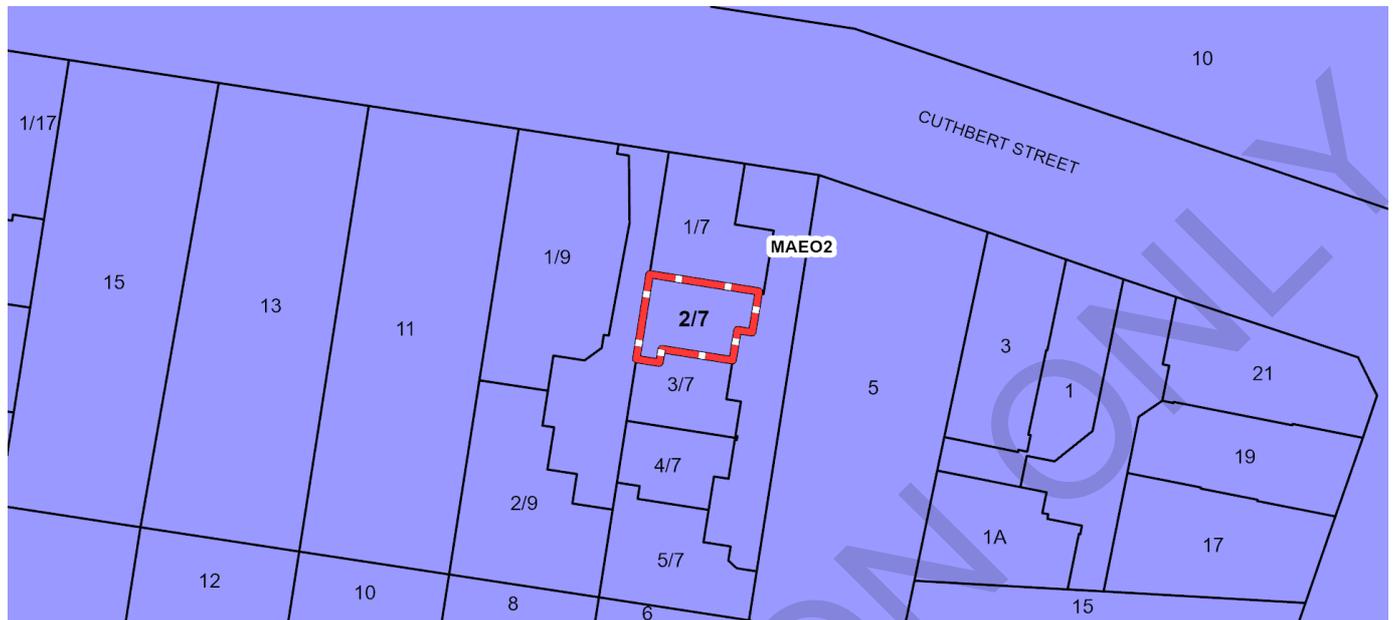
**GRZ - General Residential**

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

## Planning Overlay

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)

[MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 2 \(MAEO2\)](#)



 MAEO - Melbourne Airport Environs Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

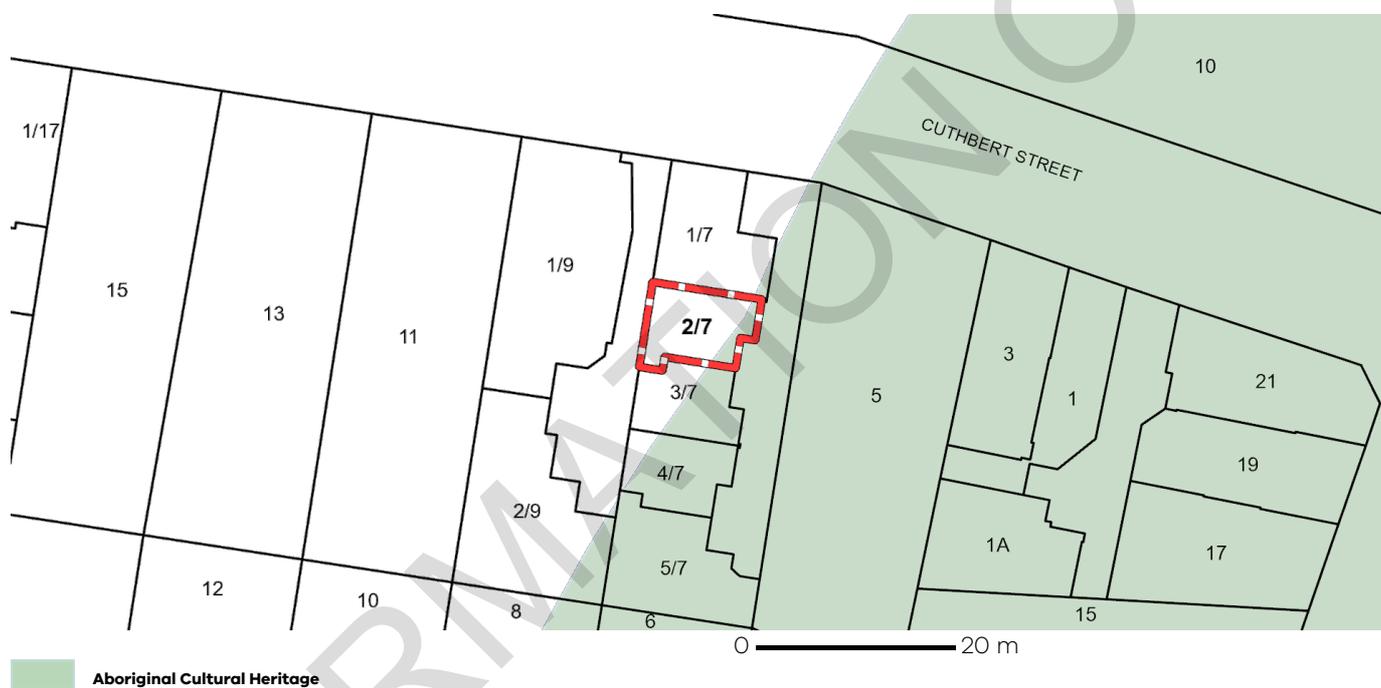
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 7 October 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

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

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

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

'**MATERIAL FACTS**' have to be disclosed to buyers. It's now an offence not to disclose 'known' material facts. (E.g. Any property advertised as 'renovated' or 'updated' often come under this category.)

Please read the questionnaire first. If everything is 'NO' tick this box.

<p><b>MATERIAL FACTS</b> Although a contract may not be voidable by withholding a material fact, large monetary penalties are now applicable as well as possible civil litigation. If any question is 'Yes' put in details. <i>There are not considered material is they have been fully remediated, and no further repairs or other works (including ongoing work) will need to be carried out in the future. (To the best of your knowledge)</i></p>	<p>It is now law that a vendor must disclose certain information to a prospective purchaser. Section 12(d) of the Act (as amended) provides: <i>Any person who, with the intention of inducing any person to buy any land—</i>  <i>(d) makes or publishes any statement promise or forecast which he knows to be misleading or deceptive or knowingly conceals any material facts or recklessly makes any statement or forecast which is misleading or deceptive shall be guilty of an offence against this Act...</i></p>
<p>1. Have <u>prior tests or investigations</u> revealed (or the vendor or agent otherwise knows of) a defect in the structure of the building, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation) or contamination through prior uses of the land?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>2. Is there any underlying cause of an obvious physical defect which is not readily apparent upon inspection (for example, whilst a large, uncovered crack in a wall would be obvious to a purchaser upon inspection, the underlying reason for the crack, such as defective stumping, may not)?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>3. Has there has been a significant event at the property, including a flood, or a bushfire?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>4. Is there is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>5. Are there any restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans)?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>6. Any facts about the neighbourhood surrounding the property which may not be immediately apparent upon inspection (such as sinkholes, surface subsidence, development proposals) that would likely affect the use and enjoyment of the property to a greater extent than the usual disturbances and inconveniences of occupying land of the kind and in the local area of the land being sold?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>7. At the property during the current or previous occupation has been the scene of a serious crime or an event which may create long-term potential risks to the health and safety of occupiers of the land, such as:</p> <ul style="list-style-type: none"> <li>- extreme violence such as a homicide</li> <li>- use for the manufacture of substances such as methylamphetamine, or</li> <li>- a defence or fire brigade training site involving the use of hazardous materials.</li> </ul>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>8. Are there any leaks in the roof or structure of the buildings?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>9. Are there any leaks in pipes including water, gas, in slab heating, hydronic heating?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>10. Are there any structural defects or deficiencies including stumping?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>11. Is there any loss of water or leaks in the swimming pool (if any) and is the pool filter pump and other equipment in working order?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>
<p>12. Is there any defects in the electrical wiring or any need for rewiring?</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:</p>

13. Has all electrical work been carried out by a qualified electrician?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
14. Is there any Pest <u>infestation</u> including termites, rodents and possums?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
15. Are there any deficiencies in the water pipes including low water pressure for the locality?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
16. Are there any cracked or broken stormwater or sewerage pipes?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
17. Is there rising damp or mould?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
18. Is there any asbestos which is not easily visible, such as under tiles, in the crawl space under the buildings or buried?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
19. Is there any combustible cladding used on or at the premises?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
20. Are there any petrol or diesel tanks underground?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
21. Are <b>any appliances</b> which do not function normally or at all including kitchen appliances, hot water systems, air conditioning, solar electrical system?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
22. Is there any encroachments onto the title or, a boundary dispute?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
23. Are there any pesticides or other chemicals that have been used or stored on the property, which may have contaminated the soil?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
24. Are there any neighbors who are noisy <b>in a manner exceeding</b> what would be expected in the locality?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
25. Is there any planning permits or applications for planning permits affecting neighboring properties?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
26. Is there any building work which has been carried out <b>without approval</b> including without a building permit or planning permit or which is otherwise illegal?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:
27. Are there any repairs carried out on any buildings which do not comply with current building regulations?	YES: <input type="checkbox"/> NO: <input type="checkbox"/> IF YES - DETAILS:

**VENDOR:**  
Our Reference : MC 24-624

**MOHIEDDIN ALASALI**

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**VENDORS STATEMENT TO  
THE PURCHASER OF  
REAL ESTATE**

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Property:

Unit 2/7 Cuthbert Street, Broadmeadows



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**VENDORS' REPRESENTATIVE**

**CONVEYANCING VICTORIA  
MELBOURNE**

DUTIES ONLINE & PEXA ID: Low CoSt Pty Ltd

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**Mailing Address All Correspondence**

POBOX 74 ALTONA 3018

**Ph: 03 03 9603 0330 Fax: Nil**

**E-Mail: [conveyvic@gmail.com](mailto:conveyvic@gmail.com)**

**No Dx –**

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***Attention: J. CLARKE***

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In accordance with the Conveyancers Act 2006 we advise that we are the holders of the following unrestricted Full/Unrestricted Conveyancing Licences.  
Low Cost Pty Ltd t/a Conveyancing Victoria Melbourne  
Low CoSt Pty Ltd – Licence No. 99L.  
The principle – Mr AJ Clarke – Licence No.98L

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