

Contract of Sale of Land

Property address: Unit 3, 128 Rathcown Road, RESERVOIR VIC 3073

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

You may end this contract within 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 primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Notice to purchasers of property "off-the-plan"

Section 9AA(1A), Sale of Land Act 1962

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

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

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

Signing of this contract

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

Tome Tasevski

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.

Table of Contents

PARTICULARS OF SALE	3
SPECIAL CONDITIONS	8
GENERAL CONDITIONS	10
1. ELECTRONIC SIGNATURE	10
2. LIABILITY OF SIGNATORY	10
3. GUARANTEE	10
4. NOMINEE	10
5. ENCUMBRANCES.....	10
6. VENDOR WARRANTIES.....	11
7. IDENTITY OF THE LAND	12
8. SERVICES	12
9. CONSENTS	12
10. TRANSFER AND DUTY	12
11. RELEASE OF SECURITY INTEREST	12
12. BUILDER WARRANTY INSURANCE	14
13. GENERAL LAND LAW	14
14. DEPOSIT.....	15
15. DEPOSIT BOND	16
16. BANK GUARANTEE	17
17. SETTLEMENT	17
18. ELECTRONIC SETTLEMENT	18
19. GST	19
20. LOAN	20
21. BUILDING REPORT	20
22. PEST REPORT	21
23. ADJUSTMENTS	21
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING.....	21
25. GST WITHHOLDING.....	22
26. TIME & CO-OPERATION	25
27. SERVICE	25
28. NOTICES	25
29. INSPECTION.....	26
30. TERMS CONTRACT	26
31. LOSS OR DAMAGE BEFORE SETTLEMENT	26
32. BREACH	27
33. INTEREST	27
34. DEFAULT NOTICE	27
35. DEFAULT NOT REMEDIED	27
GUARANTEE & INDEMNITY	29
GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND	30

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co
Address:	219 High Street, Thomastown Vic 3074
Telephone:	03 8459 1000
Fax:	
Email:	sold@rataandco.com.au

Vendor

Name(s):	Tome Tasevski
Address:	Unit 3, 128 Rathcown Road RESERVOIR VIC 3073
Telephone:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	L N Christie & Co
Address:	PO Box 194 THOMASTOWN VIC 3074
Telephone:	(03) 9465 1633
Fax:	(03) 9464 0047
Email:	slobodanka@lnchristie.com.au

Purchaser

Name(s):

Address:

Telephone:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Fax:

Email:

INFORMATION ONLY

Land (general conditions 7 and 13)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11279	Folio	111	3	644988B
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address
The address of the land

Unit 3, 128 Rathcown Road RESERVOIR VIC 3073

Goods sold with the land
General condition 6.3(f). List
or attach schedule.

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price \$

Deposit \$

by
dd/mm/yyyy

(of which [amount] has been
paid) \$

Balance payable at
settlement \$

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

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

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

Lease (general condition 5.1)

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

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in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending.....with.....option to renew, each of..... years

Terms contract (general condition 30)

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

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and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender	
Loan amount	
Approval date	

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

SPECIAL CONDITIONS

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

INFORMATION ONLY

SPECIAL CONDITIONS

1. Planning Schemes

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

2. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

3. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

4. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

5. Auction

The Rules and Information Sheet for the conduct of the auction shall be set out in the Schedule of the Sale of Land (Public Auctions) Regulations 2014 or an rules prescribed by regulation which modify or replace those Rules.

6. Guarantee

If a company purchases the property:

- a. Any person who signs this Contract will be personally responsible to comply with the terms and conditions of this contract; and
- b. The directors of the company must sign the Guarantee attached to this Contract and deliver it to the Vendor within 7 days of the day of sale.

7. FIRB Approval

- 7.1. The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 7.2. If there is a breach of the warranty contained in Special Condition 7.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 7.3. This warranty and indemnity do not merge on completion of this contract.

INFORMATION ONLY

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party

to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 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*.

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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment 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 lodgment 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 lodgment 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 lodgment 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 lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	

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

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

- 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

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of

the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

INFORMATION 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 [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR: TOME TASEVSKI

PROPERTY: UNIT 3, 128 RATHCOWN ROAD, RESERVOIR VIC 3073

VENDORS REPRESENTATIVE

L N Christie & Co

PO Box 194
THOMASTOWN VIC 3074

Tel: (03) 9465 1633
Fax: (03) 9464 0047
Email: lnchristie@lnchristie.com.au

Ref: LNC:ST:22 0330(4)

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
		Per annum
		Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

Their total does not exceed \$3,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. 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 against the Certificate of Title.

SECTION 32 STATEMENT
UNIT 3 128 RATHCOWN ROAD RESERVOIR VIC 3073

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:	Darebin Planning Scheme
Responsible Authority:	Darebin City Council
Zoning:	General Residential Zone – Schedule 1
Planning Overlay/s:	See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-
No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
UNIT 3 128 RATHCOWN ROAD RESERVOIR VIC 3073

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

32J DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

Details of any energy efficient information required to be disclosed for the sale, lease or sublease of a property for a disclosure affected building or area of 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 other information-based activities and support facilities for those activities; and
- b) whose area is greater than 2,000m²

NOTE: Some office buildings or areas of buildings are not disclosure affected if they are: mixed use buildings with less than 75% office space by net lettable area; new buildings, where there is a certificate of occupancy less than 2 years old; strata-titled buildings; transferred through the sale of shares or units of interest; leased in a short term lease, ie for a period of less than 12 months; or leased by exercising an option to renew or extend an existing lease.

Nil.

32K 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.)

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

SECTION 32 STATEMENT
UNIT 3 128 RATHCOWN ROAD RESERVOIR VIC 3073

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

TOME TASEVSKI

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

INFORMATION ONLY

Register Search Statement - Volume 11279 Folio 111

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

VOLUME 11279 FOLIO 111

Security no : 124103778788X
Produced 08/02/2023 12:26 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 644988B.
PARENT TITLE Volume 08438 Folio 433
Created by instrument PS644988B 20/06/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TOME TASEVSKI of UNIT 3 128 RATHCOWN ROAD RESERVOIR VIC 3073
AU478307J 21/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU812594T 15/09/2021
ASF CUSTODIANS PTY LTD

COVENANT 1258193

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 PS644988B 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 3 128 RATHCOWN ROAD RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 15/09/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS644988B

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 08/02/2023, for Order Number 78099166. Your reference: Tasevski 22 0330(4).

INFORMATION ONLY

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1258193

JOHN W. McCOMAS

VICTORIA.

Transfer of Land

O.O.T.
22 MAR 1926
1238

ROSEBANK ESTATE PROPRIETARY LIMITED the registered office of which is situated at 450 Collins Street Melbourne



being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SEVENTY-FIVE POUNDS paid to it by MINNIE EDITH SCOTT of Melton Avenue Ormond Married Woman and in consideration of the sum of SEVENTY-FIVE POUNDS paid to the said Minnie Edith Scott by ROSE AUGUSTA HATHAWAY of 5 Gratton Place Richmond Bookbinder

DOTH HEREBY at the request and by the direction of the said Minnie Edith Scott testified by her signature hereto **TRANSFER** to the said Rose Augusta Hathaway

All its estate and interest in ALL THAT piece of land being Lots 230 & 231 on Plan of Subdivision No. 8689 lodged in the Office of Titles and being part of Crown Portion Fourteen Parish of Keelbundora County of Bourke and being part of the land more particularly described in Certificate of Title entered in the Register Book Volume 4850 Folio 868974 AND the said Rose Augusta Hathaway doth hereby for her self her heirs executors administrators and transferees registered proprietor or proprietors for the time being of the said Lot hereby transferred or any part or parts thereof covenant with the said Rosebank Estate Proprietary Limited

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

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

DATED the 10th day of May 1926

The Common Seal of ROSEBANK ESTATE PROPRIETARY LIMITED



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

[Signature] Director
[Signature] Secretary

Signed by the said MINNIE EDITH SCOTT

Minnie E. Scott

within Victoria in the presence of

J. N. Fisher

Signed by the said ROSE AUGUSTA HATHAWAY

R. A. Hathaway

within Victoria in the presence of

J. N. Fisher
sent to J. W. McComas with Hathaway

20/3/26

ENCUMBRANCES REFERRED TO.

As to so much of the said Lot hereby transfer as is colored blue on the said Plan of Subdivision any encumbrance implied under Act No. 9168.

450 part 974
under an all
the
book
1926
17/5/26
1926
17/5/26

607
sent
26/3/26

87804
8702492

125

DATED

1926

ROSEMARY ESTATE PROPRIETARY LIMITED
(by Auction)

MISS E. A. HATHAWAY

Transfer of Land.

JOHN W. MCCOMBS,
Solicitor,

450 Collins Street, Melbourne.

Printed & sold by the Government Printer, Melbourne, 1926

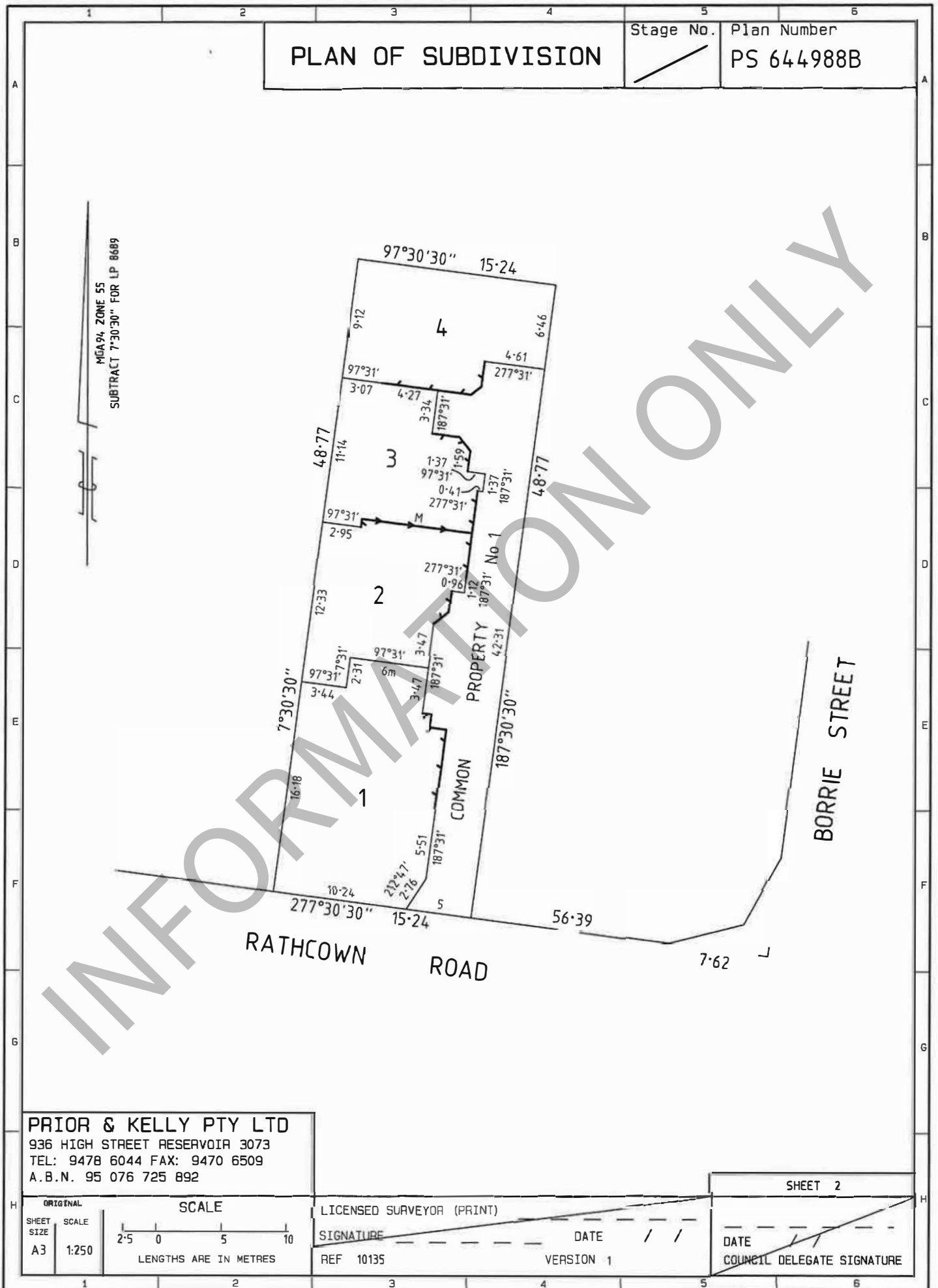
MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	DATE OF REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
TRANSFER TO PART	THE 22 nd DAY OF March 1926	Rose Augusta Hathaway	1258193
<p style="text-align: right;"><i>J. Murphy</i></p> <p style="text-align: center;">ASSISTANT REGISTRAR OF TITLES.</p>			
<p>3 Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 4850 FOL 969944</p> <p style="text-align: right;"><i>J. Murphy</i></p> <p style="text-align: center;">ASSISTANT REGISTRAR OF TITLES.</p>			

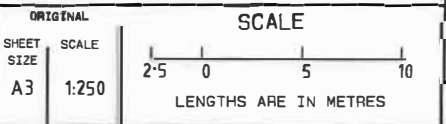
Signed by Council: Darebin City Council, Original Certification: 30/05/2011, S.O.C.: 30/05/2011

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	PS 644988B
Location of Land Parish: KEELBUNOORA Township: Section: Crown Allotment: Crown Portion: 14 (PART) Title References: VOL 8438 FOL 433 Last Plan Reference: LOT 330 ON LP8689 Postal Address: 128 RATHCOWN ROAD RESERVOIR 3073 MGA94 Co-ordinates: E 325 370 (Of approx. centre of plan) N 5 824 660 Zone 55		Council Certification and Endorsement Council Name: DAREBIN CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Depth Limitation: DOES NOT APPLY		Staging This is not a staged subdivision Planning Permit No.		
THIS IS A SPEAR PLAN		BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS		
THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1, 2, 3 & 4		LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES		
LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL		Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). PM 398, MMB 2304 In proclaimed Survey Area no.		
Easement Information			LRS use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			Statement of Compliance / Exemption Statement	
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN			Received <input checked="" type="checkbox"/>	
			Date 8/ 06 / 11	
			LRS use only	
			PLAN REGISTERED	
			TIME 11:03am	
			DATE 20/ 06 / 11	
			G Venn	
			Assistant Registrar of Titles	
			SHEET 1 OF 2 SHEETS	
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>JOHN BIENIAS</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 10135 VERSION 1		DATE / / CO-DELEGATE SIGNATURE Original sheet size A3

Signed by Council: Darebin City Council, Original Certification: 30/05/2011, S.O.C.: 30/05/2011



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



LICENSED SURVEYOR (PRINT)
 SIGNATURE _____ DATE / /
 REF 10135 VERSION 1

SHEET 2

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

Plan of Subdivision PS644988B
Certification & Statement of Compliance (Form 6)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S011148B
Plan Number: PS644988B
Council Name: Darebin City Council
Council Reference Number 1: D/17/2011
Council Reference Number 2: S/5/2011
Surveyor's Plan Version: 1

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Ben Nicholson
Organisation: Darebin City Council
Date: 30/05/2011



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 08/02/2023 01:02:09 PM

Status	Registered	Dealing Number	AU478307J
Date and Time Lodged	21/06/2021 02:38:07 PM		

Lodger Details

Lodger Code	21597P
Name	ANTHONY'S SOLICITORS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11279/111

Transferor(s)

Name	NJK CONSTRUCTION PTY LTD
ACN	082022455

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 490000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	TOME
Family Name	TASEVSKI
Address	
Unit Type	UNIT
Unit Number	3



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Number	128
Street Name	RATHCOWN
Street Type	ROAD
Locality	RESERVOIR
State	VIC
Postcode	3073

Duty Transaction ID
5138059

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	NJK CONSTRUCTION PTY LTD
Signer Name	IVANA MARIC
Signer Organisation	HOME CONVEYANCING RESERVOIR
Signer Role	CONVEYANCING PRACTICE
Execution Date	21 JUNE 2021

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	TOME TASEVSKI
Signer Name	ANTHONY SAMMASSIMO
Signer Organisation	ANTHONYS SOLICITORS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 JUNE 2021

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 08/02/2023 01:02:11 PM

Status	Registered	Dealing Number	AU812594T
Date and Time Lodged	15/09/2021 04:38:02 PM		

Lodger Details

Lodger Code	18478R
Name	FIRST LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	HSF 2819775

MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

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Estate and/or Interest being mortgaged
FEE SIMPLE

Land Title Reference
11279/111

Mortgagor

Given Name(s)	TOME
Family Name	TASEVSKI

Mortgagee

Name	ASF CUSTODIANS PTY LTD
ACN	106822780
Australian Credit Licence	386781
Address	
Floor Type	LEVEL
Floor Number	7
Street Number	63
Street Name	EXHIBITION
Street Type	STREET



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Locality	MELBOURNE
State	VIC
Postcode	3000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA5058

(b) Additional terms and conditions

1. The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in Number AA5058 and any further provisions annexed to this mortgage are incorporated in this mortgage. The Mortgagor acknowledges having received a copy of the Memorandum of Common Provisions prior to executing this mortgage. 2. You (the Mortgagor) acknowledge giving this Mortgage and incurring obligations and giving rights under it for valuable consideration of \$147,000.00 received from Us (the Mortgagee) which You agree to repay together with interest and Expenses in accordance with the Memorandum of Common Provisions.

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	ASF CUSTODIANS PTY LTD
Signer Name	LORA CHEN
Signer Organisation	FIRST LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 SEPTEMBER 2021

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/02/2023 01:02:12 PM

OWNERS CORPORATION 1
PLAN NO. PS644988B

The land in PS644988B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 1 9 MACEDON ROAD LOWER TEMPLESTOWE VIC 3107

OC011053R 20/06/2011

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC011053R 20/06/2011

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/02/2023 01:02:12 PM

**OWNERS CORPORATION 1
PLAN NO. PS644988B**

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

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



CITY OF DAREBIN REF: 71774.4

LAND INFORMATION CERTIFICATE

Section 121 Local Government Act 2020

Issue Date: **08-Feb-2023**

Certificate Number: **3574/2023**
Ref: **78099166:116757063:90083**

Dye & Durham Pty Ltd
Level 20, 535 Bourke St
MELBOURNE VIC 3000

Property Description:

3/128 Rathcown Road RESERVOIR VIC 3073

LOT 3 PS 644988B

Valuations are based on levels of value as at 1 January 2022

Site Value	Capital Improved Value	Net Annual Value
235,000	445,000	22,250

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

Particulars of Rates & Charges, Outstanding Notices and Works for which a charge has been made for period 1 July 2022 to 30 June 2023:-

Rates are levied on the Capital Improved Value (CIV) at the following rate in the \$:	
Residential 0.00158160	Residential Vacant Land 0.00474480
Business 0.00276780	Business Vacant Land 0.00632640
Vacant Retail Land 0.00632640	Mixed Use Land 0.00221420
Balance Outstanding	
Arrears to 30-Jun-2022	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$703.80
Fire Service Property Levy	\$140.60
Environmental Charge	\$293.00
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Pension Rebate	-\$202.10
Less FSPL Rebate	\$0.00
Less Payments	-\$469.30
Rates and Charges due:	\$466.00
Special Rates and Charges due:	\$0.00
Total due for property:	\$466.00
3/128 Rathcown Road RESERVOIR VIC 3073	

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

- **Notice of Acquisitions can be sent to: revenue@darebin.vic.gov.au**

- **Pay via BPAY:**
 - Bill Code: 7831**
 - Reference number: 0717744**
 - Amount Due: \$466.00**

Additional Information

This certificate provides information regarding Valuation, Rates, Charges, other monies and any orders and notices made under the Local Government Act 2020, Local Government Act 1958, Local Government Act 1989 or any Local Law or By-Law of the Council and Specified Flood Level by the Council (if any). This certificate is not required to include information regarding planning, building health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authorities. A fee may be charged for this information.

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

Flood Level

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

Parking Permit

This property may not be eligible to receive a Parking Permit for on street parking.

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

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

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



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

Received the sum of \$27.80 being the fee for this certificate

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

YVONNE CONDELLO
Coordinator Revenue Services

INFORMATION ONLY



YARRA VALLEY WATER
ABN 93 065 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

8th February 2023

L N Christie & Co via Dye & Durham Property Pty Lt
DYEDURHAM

Dear L N Christie & Co via Dye & Durham Property Pty Lt,

RE: Application for Water Information Statement

Property Address:	3/128 RATHCOWN ROAD RESERVOIR 3073
Applicant	L N Christie & Co via Dye & Durham Property Pty Lt DYEDURHAM
Information Statement	30749076
Conveyancing Account Number	2469580000
Your Reference	Tasevski 22 0330(4)

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/128 RATHCOWN ROAD RESERVOIR 3073
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	3/128 RATHCOWN ROAD RESERVOIR 3073
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

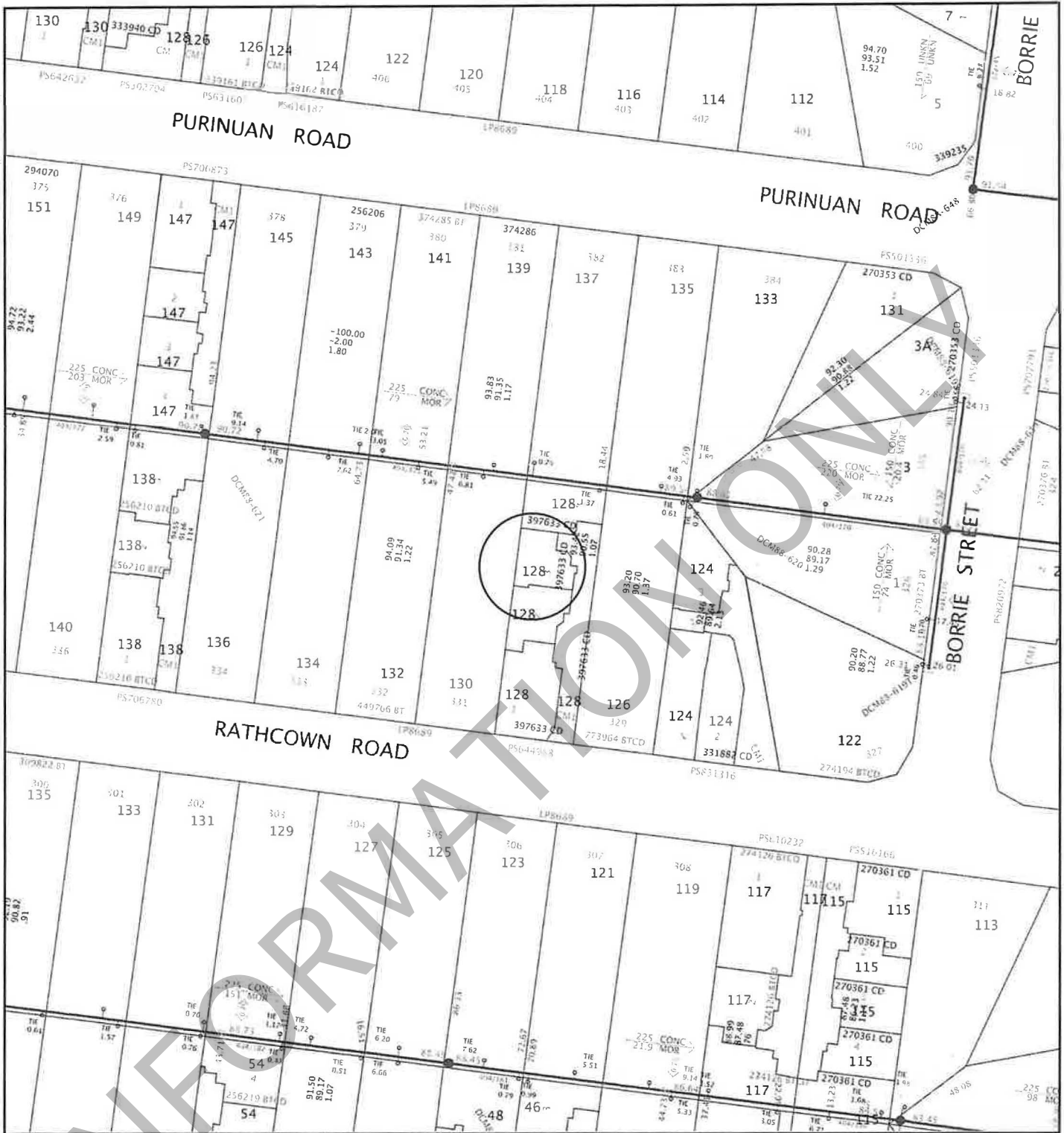
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30749076	Address 3/128 RATHCOWN ROAD RESERVOIR 3073		 Yarra Valley Water ABN 93 066 902 501
	Date 08/02/2023		
	Scale 1:1000		
Existing Title Access Point Number Proposed Title Sewer Manhole Easement Sewer Pipe Flow Existing Sewer Sewer Offset Abandoned Sewer Sewer Branch	GLV2-42 MW Drainage Channel Centreline MW Drainage Underground Centreline MW Drainage Manhole MW Drainage Natural Waterway 	Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;	



Yarra
Valley
Water

YARRA VALLEY WATER
ABN 53 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

L N Christie & Co via Dye & Durham Property Pty Lt
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 1397400513
Rate Certificate No: 30749076

Date of Issue: 08/02/2023
Your Ref: Tasevski 22 0330(4)

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/128 RATHCOWN RD, RESERVOIR VIC 3073	3\PS644988	5010175	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$19.47
Residential Water Usage Charge Step 1 – 40.040000kL x \$2.48510000 = \$25.15 Step 1 – 0.000000kL x \$2.44510000 = \$73.16 Step 2 – 10.960000kL x \$3.16530000 = \$8.77 Step 2 – 0.000000kL x \$3.12530000 = \$25.60 Estimated Average Daily Usage \$1.46	07-09-2022 to 07-12-2022	\$132.68	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$111.22
Residential Sewer Usage Charge 51.000000kL x 0.923858 = 47.116751 x 0.900000 = 42.405076 x \$1.15400000 = \$48.94 Estimated Average Daily Usage \$0.54	07-09-2022 to 07-12-2022	\$48.94	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$27.04
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$253.61
	Total for This Property		\$411.34
	Total Due		\$411.34


GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5010175

Address: UNIT 3/128 RATHCOWN RD, RESERVOIR VIC 3073

Water Information Statement Number: 30749076

HOW TO PAY



Biller Code: 314567
Ref: 13974005136

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

INFORMATION ONLY

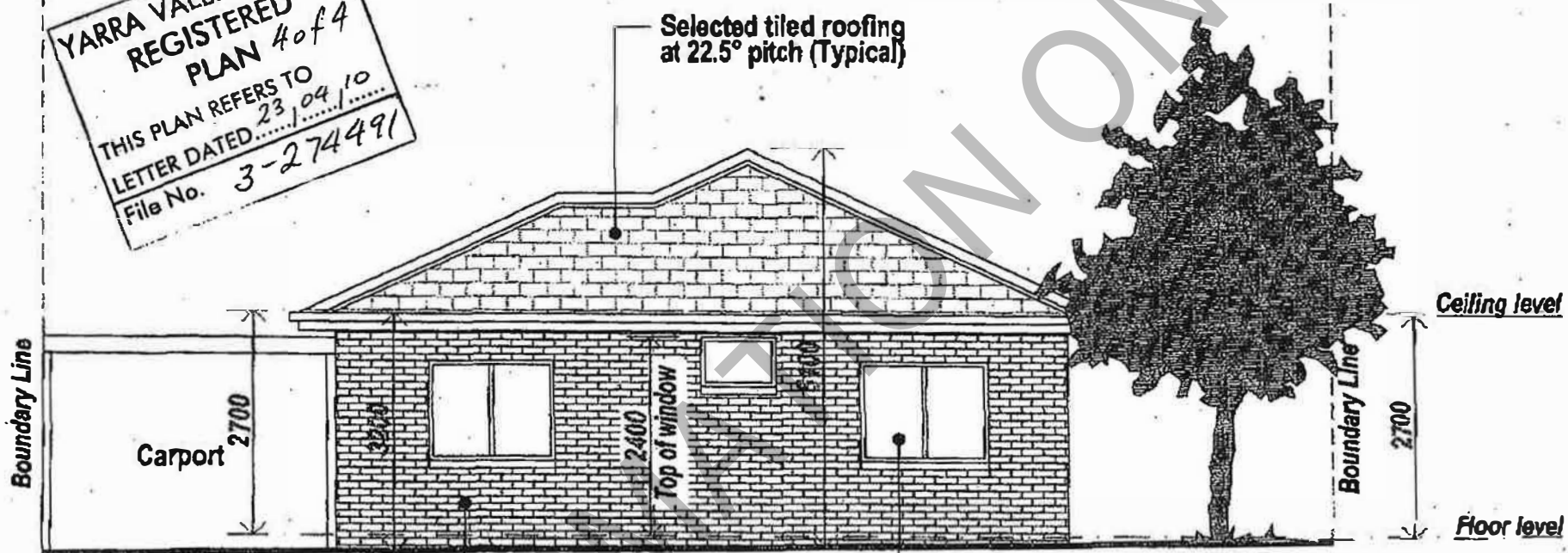
PHSE 09/04

55555555

09/04/2007 11:08:23 AM

**YARRA VALLEY WATER
REGISTERED
PLAN 4 of 4**
 THIS PLAN REFERS TO
 LETTER DATED 23/04/10
 File No. 3-274491

Selected tiled roofing
 at 22.5° pitch (Typical)



Dwelling 4

Selected face
 brickwork

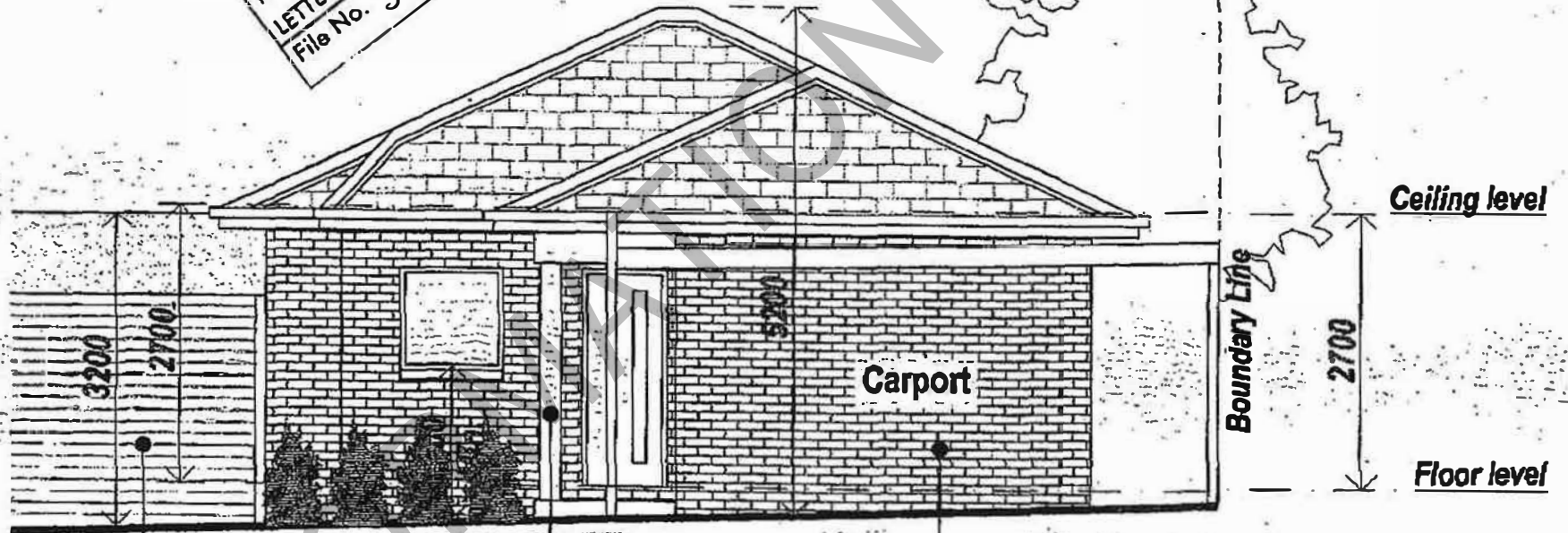
Selected aluminium
 framed windows
 (Typical.)

North Elevation

Scale 1:100

ASP 397633

**YARRA VALLEY WATER
REGISTERED
PLAN 3 of 4**
THIS PLAN REFERS TO
LETTER DATED 23.10.10
File No. 3-274 4/91



Dwelling 4

nium
is

Selected roller door
2100 high x 3200 wide

Selected feature posts
to entry portico's

Selected face
brickwork

EAST ELEVATION

PSP 397633

9 of 11



Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 23 April 2010

NJK CONSTRUCTIONS PTY LTD
NJK CONSTRUCTIONS PTY LTD
1479 BURKE RD
KEW EAST VIC 3102

Reference Number: 3-274491

Installation Number: 13876802

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: NJK CONSTRUCTIONS PTY LTD

Property Address: 128 RATHCOWN ROAD RESERVOIR 4 UNIT DEVELOPMENT

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.


Emilia Imosa
Title: Development Officer
Phone: 9872 2559
Email: eimosa@yvw.com.au

I refer to your application of 17/03/2010 for the proposed 4 unit development at the above property.

We have noted on your design plans that the proposed Carport 4 will be located in close proximity to our sewer and over the property sewer branch.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following conditions:

The work must be carried out in accordance with the attached registered plans. The carpark is to remain open at all times to allow access to the property sewer branch for maintenance or repair work to be carried out.

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer.

The subject sewer is located in the adjacent property. Please refer to the attached plan for details. The centre line of the 225mm diameter sewer is located 0.76 metres from the rear boundary and is approximately 3.6 metres deep.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to the property sewer branch.

The Inspection Opening (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover, flush with the finished surface level. Works must be performed by a Licensed Plumber.

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Dye and Durham
gpo box 2746
BRISBANE 4001

Client Reference: 78099166 116757062

NO PROPOSALS. As at the 8th February 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 3 128 RATHCOWN ROAD, RESERVOIR 3073
CITY OF DAREBIN

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

Date of issue: 8th February 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 67823408 - 67823408125741 '78099166
116757062'

Planning Certificate

PROPERTY DETAILS

Property Address: UNIT 3, 128 RATHCOWN ROAD RESERVOIR VIC 3073
Title Particulars: Vol 11279 Fol 111
Vendor: TOME TASEVSKI
Purchaser: N/A

Certificate No: 116757061

Date: 08/02/2023
Matter Ref: Tasevski 22 0330(4)
Client: L N Christie & Co

MUNICIPALITY

DAREBIN

PLANNING SCHEME

DAREBIN PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

DAREBIN CITY COUNCIL

ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PLANNING ZONES MAP**



ZONING

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

Property Clearance Certificate

Taxation Administration Act 1997



L N CHRISTIE & CO VIA DYE & DURHAM PROPERTY PTY LTD
 LEVEL 20, 535 BOURKE STREET
 MELBOURNE VIC 3000

Your Reference: 78099166:116757064
Certificate No: 59694971
Issue Date: 09 FEB 2023
Enquiries: BXM6

Land Address: UNIT 3, 128 RATHCOWN ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38949337	3	644988	11279	111	\$37.89

Vendor: TOME TASEVSKI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TOME TASEVSKI	2023	\$235,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
THE N J K TRUST	2021	\$1,133.26	\$24.20	\$24.20
THE N J K TRUST	2020	\$957.51	\$13.69	\$13.69

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

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$445,000
SITE VALUE:	\$235,000
AMOUNT PAYABLE:	\$37.89

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

Certificate No: 59694971

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$235,000

Calculated as \$0 plus (\$235,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 59694971

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 59694971

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 12 and Regulations 2018 – Regulation 16

Under Section 151(3) of the Act, the owners corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Reference No. LNC:ST:22 0330(4)

This Certificate is issued for: Lot on Owners Corporation

Plan No. 644988B

Property located at: Unit 3, 128 Rathcown Road, RESERVOIR VIC 3073

Under Owners Corporations Regulations 2018 – Regulation 16 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:

(a) the current fees for the lot for each quarter or annually or other period, are:

_____ \$650.50 _____ annually

(b) the date up to which the fees for the lot have been paid, is:

_____ 01/04/2023 _____

(c) the total of any unpaid fees or charges for the lot, is:

_____ Nil _____

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

_____ N/A _____

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

_____ N/A _____

(f) in relation to the owners corporation's insurance cover—

(i) the name of the company :

Corporate Home Unit

Level 4, 628 Bourke Street, Melbourne Vic 3000

(ii) the number of the policy :

HU0039766

(iii) the kind of policy :

Residential Strata Title

(iv) the buildings covered:

(v) the building amount:

\$1,533,733.00

(vi) the public liability amount:

\$20,000,000.00

(vii) the renewal date:

01/04/2023

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is:

N/A

(h) the total funds held by the owners corporation, is:

N/A

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities:

N/A

(j) details of any current contracts, leases, licences or agreements affecting the common property:

N/A

(k) details of any current agreements to provide services to lot owners, occupiers or the public:

DG Gardening Maintenance \$25.00 per month

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied:

N/A

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

N/A

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager:

N/A

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

N/A

(p) the minutes of the most recent annual general meeting of the owners corporation.

N/A

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

(To meet the requirements of the Act, copies of all documents detailed in subsections (i) – (v) must also be attached. For 2-lot subdivisions, refer to the Act and Regulations for exemptions from certain provisions)

(i) a copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and

A statement in the prescribed form required by subsection (ii) is included at Page 5.

(iii) a copy of all resolutions made at the last annual general meeting of the owners corporation; and

(iv) any other documents of a prescribed kind; and

(v) a statement advising that further information on prescribed matters can be obtained by inspection of the owners corporation register.

This Owners Corporation Certificate was prepared on: (DATE)

..... (SIGNATURE) (PRINT NAME)

NAME of Management Company (if relevant) as delegate of the owners corporation.

THE COMMON SEAL of OWNERS CORPORATION NO.

Affix Common Seal here

was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of:

Signature of Lot Owner

Print Name.....

Signature of Lot Owner.....

Print Name.....

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.



BBA Insurance Brokers (VIC) Pty. Ltd.

ABN 67 502 752 788 ACN 055 567 229 AFS Licence Number 243311
543 HIGH STREET
PRESTON VIC 3072

Tel: 03 9470 3322
Fax: 03 9470 2100
Email: service@bba.net.au
Web: www.bbainsurance.com.au

Steadfast

You are reminded that the policy mentioned below falls due for renewal on 1/04/2022. To ensure your continued protection, payment must be received by the due date. Should you require any changes to the cover shown, please contact our office.

TAX INVOICE

This document will be a tax invoice for GST when you make payment

NINA AUGOUSTAKIS
C/- N.A PROPERTY REAL ESTATE
P.O.Box 4090
PRESTON VIC 3072

Invoice Date: 1/03/2022
Invoice No: 0094031
Our Reference: AUGOU N

Should you have any queries in relation to this account, please contact your Account Manager Bill or Louise via e-mail

Class of Policy: RESIDENTIAL STRATA TITLE
Insurer: CORPORATE HOME UNIT
LEVEL 4, 628 BOURKE STREET, MELBOURNE VIC
3000 ABN: 18 001 580 070
The Insured: OWNERS CORPORATION PS 644988

RENEWAL
Policy No: HU0039766
Period of Cover:
From 1/04/2022
to 1/04/2023 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Please refer over page for important Duty of Disclosure information.

UNIT 1 - 4 / 128 RATHCOWN ROAD, RESERVOIR
PLEASE NOTE INCREASES/CHANGES TO YOUR EXCESSES

EACH UNIT \$ 650.50

Your Premium:

Please deposit funds by the 30th March'22 into the following Trust Account details:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$1,999.74	\$105.00	\$0.00	\$216.55	\$219.97	\$60.74
TOTAL					\$2,602.00

Commission earned on this invoice \$439.96

(A processing fee applies for Credit Card payments)

Bsb: 183334
Acc: 304515422

Please use your unit number as a reference.



Please turn over for further payment methods and instructions



Bill Code: 20362
Ref: 4024208191498107

BBA Insurance Brokers (VIC) Pty. Ltd.

Our Reference: AUGOU N
Invoice No: 0094031
Due Date: 1/04/2022



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au or Call 1300 78 11 45. A surcharge may apply.
DEFT Reference Number: 4024208191498107

Premium	\$1,999.74
U'writer Levy	\$105.00
Fire Levy	\$0.00
GST	\$216.55
Stamp Duty	\$219.97
Broker Fee	\$60.74



*498 402420 08191498107

AMOUNT DUE \$2,602.00

Schedule of Insurance

Class of Policy: RESIDENTIAL STRATA TITLE
The Insured: OWNERS CORPORATION PS 644988

Policy No: HU0039766
Invoice No: 0094031
Our Ref: AUGOU N

PLEASE NOTE INCREASES/CHANGES TO YOUR EXCESSES

OWNERS CORPORATION / RESIDENTIAL STRATA INSURANCE

Insured: OWNERS CORPORATION PS 644988

Situation: 128 RATHCOWN RD, RESERVOIR VIC 3073

Building Construction Details:

Walls (external):	BRICK VENEER
Floor:	CONCRETE
Roof (surface material):	TILES
Year Built:	2011
Heritage Listed:	No
Building Defects:	No
Strata Management:	PROFESSIONAL
Number of Commercial Units:	0
Number of Residential Units:	4

SUM INSURED

Policy 1	PROPERTY INSURED	
	Building(s)	\$1,533,733
	Additional Benefits	
	- Loss of Rent/Temp Accommodation	\$230,059
	- Common Contents	\$5,736
Policy 2	PROPERTY OWNERS LEGAL LIABILITY	\$20,000,000
Policy 3	VOLUNTARY WORKERS PERSONAL ACCIDENT	
	Capital Benefit	\$200,000
	Weekly Benefit	\$2,000
Policy 4	WORKERS COMPENSATION	Not Insured
Policy 5	FIDELITY GUARANTEE	\$100,000
Policy 6	OFFICE BEARER'S LIABILITY	Not Insured
Policy 7	MACHINERY BREAKDOWN (BLANKET COVER)	Not Insured
Policy 8	CATASTROPHE INSURANCE	\$230,059
	Extended cover - rent/temp accom. (15%)	\$34,508
	Escalation in cost of temp accom. (5%)	\$11,502
	Cost of storage & evacuation (5%)	\$11,502
Policy 9	GOVERNMENT AUDIT COSTS	\$25,000
	-APPEAL EXPENSES	\$100,000
	-LEGAL DEFENCE EXPENSES	\$50,000
Policy 10	LOT OWNER'S FIXTURES & IMPROVEMENTS (PER LOT)	\$250,000

Schedule of Insurance

Page 3 of 3

Class of Policy: RESIDENTIAL STRATA TITLE
The Insured: OWNERS CORPORATION PS 644988

Policy No: HU0039766
Invoice No: 0094031
Our Ref: AUGOU N

FLOOD

SELECTED - Included

EXCESSES

Policy 1 - Insured Property

Standard: \$1,000

Other excesses payable are shown in the Policy Wording.

GENERAL ADVICE NOTICE:

THIS ADVICE DOES NOT TAKE INTO ACCOUNT ANY OF YOUR PARTICULAR OBJECTIVES, FINANCIAL SITUATIONS OR NEEDS. FOR THIS REASON, BEFORE YOU ACT ON THIS ADVICE, YOU SHOULD CONSIDER THE APPROPRIATENESS OF THE ADVICE TAKING INTO ACCOUNT YOUR OWN OBJECTIVES, FINANCIAL SITUATION AND NEEDS.

BEFORE YOU MAKE ANY DECISION ABOUT WHETHER TO ACQUIRE THE POLICY, YOU SHOULD OBTAIN AND READ THE PRODUCT DISCLOSURE STATEMENT FOR THE POLICY.

PLEASE REFER TO THE INVOICE FOR DETAILS OF OUR COMMISSIONS AND FEES.

PRIVACY NOTICE:

WE ARE BOUND BY THE AUSTRALIAN PRIVACY ACT, 2014 AND ITS AUSTRALIAN PRIVACY PRINCIPLES (APPS), WHICH SET OUT STANDARDS FOR THE COLLECTION, USE, DISCLOSURE AND HANDLING OF PERSONAL INFORMATION.

FOR A FULL COPY OF OUR PRIVACY POLICY, YOU MAY CONTACT JOHN TRIGONA, PRIVACY OFFICER, ON 9470 3322 OR REFER TO OUR WEBSITE: www.bbainsurance.com.au



TAX INVOICE

N.A Property Real Estate

Invoice Date
18 May 2022

Invoice Number
INV-562

Reference
Rathcown Rd, Reservoir

ABN
65 345 865 052

DG Gardening
Maintenance

535 Murray Rd
PRESTON VIC 3072

AUSTRALIA
0431 733 293

Description	GST	Amount AUD
Mowing, brush cutting, weeding, spraying and general clean up.	10%	90.91
Work completed 11 May 2022		
	Subtotal	90.91
	TOTAL GST 10%	9.09
	TOTAL AUD	100.00

Due Date: 18 Jun 2022
BSB: 063 234
Account Number: 1091 5576
Payment Terms: Strictly 30 Days

EACH UNIT COST \$25.00

Please deposit funds by 27/05/22 into the following Trustee details:

BSB: 123333
ACC: 304515122

Please use unit number 514355 reference