

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008
4/13 CLARKE STREET, THOMASTOWN VIC 3074

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:
* Particulars of sale; and
* Special conditions, if any; and
* General conditions -
in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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/..... /20.....

Print name of person signing:

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

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

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

CHRISTINA MARILYN SUDANO

Print name of person signing.....

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.

Cooling-off period
31

IMPORTANT NOTICE TO PURCHASERS

Section

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'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

SCHEDULES

SCHEDULE 1

Regulations 5, 6, 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. 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.
-

LEGEND
 Yes - Remaining in property
 No - To be removed
 N/A- Does not exist

CHATELS LIST

PPTY: 4/13 CLARKE STREET, THOMASTOWN 3074

The Vendor acknowledges the following appliances and items are to be included in the sale and warrants that they shall be maintained in their current condition at the time of settlement.

Air Conditioner	Yes	No	N/A
Ducted Heating Unit	Yes	No	N/A
Heater/s	Yes	No	N/A
Dishwasher	Yes	No	N/A
Microwave Oven	Yes	No	N/A
Ducted Vacuum	Yes	No	N/A
Wall Oven	Yes	No	N/A
Hot Plates	Yes	No	N/A
Upright Stove	Yes	No	N/A
Rangehood	Yes	No	N/A
Security System	Yes	No	N/A
Hot Water Service	Yes	No	N/A
Swimming Pool Equipment	Yes	No	N/A
Telephone	Yes	No	N/A
Intercom System	Yes	No	N/A
Ceiling Fan(s)	Yes	No	N/A
Smoke Detectors	Yes	No	N/A
Sensor Light(s)	Yes	No	N/A
Existing Floor Coverings	Yes	No	N/A
Existing Light Fittings	Yes	No	N/A
All Curtains, blinds and drapes	Yes	No	N/A

ADDITIONAL ITEMS TO REMAIN AT SETTLEMENT

Television Antenna	Yes	No	N/A
Existing Plants (excluding pot plants)	Yes	No	N/A
Letterbox	Yes	No	N/A
Children's playground equipment	Yes	No	N/A
Clothes Line	Yes	No	N/A
Sprinkler System	Yes	No	N/A
Gas BBQ	Yes	No	N/A
Garden Shed/s	Yes	No	N/A

The Vendor acknowledges that the Agent may rely upon any information contained in this checklist in the course of negotiations with a potential purchaser. The Vendor warrants that the information provided in this checklist is accurate at the time it is given.

Signature of Vendor 
 Christina Marilyn Sudano

Dated: 16/01/26.....

Signature/s of Purchaser/s

Dated:

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO - THOMASTOWN
1/337 Settlement Road
THOMASTOWN VIC 3074

Tel: 9465 7766 0413 857 837 Ref: Michael Cananzi Email: sold@rataandco.com.au

VENDOR

CHRISTINA MARILYN SUDANO

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

ON THE MOVE CONVEYANCING
18 Stockton Street
CRAIGIEBURN VIC 3064

Tel: 03 9305 6795 Fax: Ref: GN-26-3252-S Email: gail@onthemoveconveyancing.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11084 Folio 760	Lot 4	619702R

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 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 is:
4/13 CLARKE STREET, THOMASTOWN 3074

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

Refer attached Chattels List

PAYMENT (general condition 11)

Price	\$	Not greater than 10% (SC 5)
Deposit	\$	by
Balance	<u>\$</u>	(of which \$ has been paid)
		payable at settlement

GST (general condition 13)

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:

GST – RESIDENTIAL WITHHOLDING

The purchaser is not required to make a GST withholding payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 153 (Cth) to the Australian Taxation Office at settlement in relation to this property unless the words 'GST Withholding' appears in this box, in which case the Vendor will provide further details before settlement. This section serves as a Notification for the purposes of Section 14-255 of Schedule 1 of the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice otherwise to this effect.

SETTLEMENT (general condition 10)

ON THE MOVE CONVEYANCING IS CLOSED FOR SETTLEMENT BOOKINGS BETWEEN 20 DECEMBER AND 14 JANUARY. PLEASE DO NOT CHOOSE A SETTLEMENT DATE DURING THIS PERIOD (SC 25).

Is due on

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

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

LEASE (general condition 1.1)

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

in which case refer to general condition 1.1.

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 23)

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

LOAN (general condition 14) – **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 – NOT APPLICABLE AT AUCTION

Special Condition 20 applies if the box is checked.

Pest Report – NOT APPLICABLE AT AUCTION

Special Condition 21 applies 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

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the

purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (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 do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

- (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the 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.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
- (i) retain the property and sue for damages for breach of contract; or
- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS

1. General Conditions

The Purchaser agrees and acknowledges that the General Conditions herein are modified and, in the event of inconsistency with any particular provision thereof, that provision is superseded by the following provisions:

- (i) General Condition 5 (Consents) is deleted;
- (ii) General Condition 8 (Builder Warranty Insurance) is deleted;
- (iii) General Condition 15 (Statement of Adjustments) shall be varied as below:-

- (iv) General Condition 14.2(b) is amended by adding after the word "and" the following, "provides to the Vendor written evidence from the Purchaser's lender that a loan application has been submitted by the Purchaser prior to the loan approval date and has not received loan approval".

- (v) General Condition 14.2(c) is hereby deleted and replaced with the following words; "serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Should a later date be requested by the Purchaser and granted by the Vendor the 2 clear business day allowance no longer applies. A backdated letter or correspondence received from a Mortgage Broker is not acceptable. The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that any reference to a Lender is reference to a lending institution providing funds to the Purchaser. A Mortgage Broker is not a lender but a person or entity assisting the Purchaser with his/her finance application; and"

- (vi) General Condition 18 (Nominee) is amended by adding an additional sentence as follows, "Any nomination must be made at least 10 business days before the Settlement Date". If the Purchaser wishes to nominate it must deliver to the satisfaction of the Vendor's Conveyancer:
 - (1) a nomination notice executed by the relevant parties, and
 - (2) (if applicable) a Guarantee and Indemnity, executed by all the directors and shareholders of the nominee Purchaser company in the form of the guarantee annexed hereto (if applicable).

If the Purchaser fails to deliver the Nomination documentation as per Special Condition 1 (vi) above the Vendor need not settle this Contract until the expiration of 10 business days from the date of delivery to the Vendor of the said documentation and the Purchaser is deemed to be in default in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 business days before the Settlement Date and the date of actual delivery of the Nomination documentation to the Vendor, being the default period. Should the 10 business day period fall on a weekend, the amount due to be paid will be calculated up to the next business day.

- (vii) General Conditions 24.4 to 24.6 (loss or damage before settlement) are herein deleted.

- (viii) General Condition 25 herein is hereby deleted. The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that if the Purchaser fails to complete this contract by the due date or time (or re-scheduled date or time), the Vendor may or will suffer losses and expenses which may or will include:
 - (1) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, including any interest required to be paid on that finance;
 - (2) interest payable under any existing mortgage over the property unable to be paid out as a result of the non-completion by the Purchaser;
 - (3) accommodation expenses and licence fees;
 - (4) conveyancer's costs, on a conveyancer and own client basis;
 - (5) removalist's fees and any fees associated with the delay in settlement;
 - (6) a fee for rescheduling settlement;
 - (7) penalties associated with the delay in settlement on the Vendor's completion of the purchase of another property;

- (8) costs associated with reselling the property;
- (9) costs associated with purchasing another property; and
- (10) the difference between the price the Purchaser agreed to pay in this contract, and the actual cost obtained at any later sale occasioned by the Purchaser's failure to complete this contract, and until payment the balance of the price shall be varied by the addition of those amounts.

which the Purchaser would be required to pay, in addition to any interest chargeable on outstanding purchase monies, and without prejudice to the Vendor to claim any other loss, expense or damage suffered by the Purchaser's failure to complete the contract.

- (ix) General Condition 26 is hereby deleted. If the Purchaser defaults under Special Conditions 1(vi)(3), 10, 11, 13, or 14 or defaults in payment of any money due under this Contract or interest at the rate of 16 percent (16%) per annum on the amount due at settlement on the purchase price shall be paid on demand by the Purchaser to the Vendor upon the money becoming overdue. Interest due and payable pursuant to this special condition shall be payable by the Purchaser without the necessity for a notice in writing as Condition 4 of Table A and General Condition 26 of this Contract does not apply to this Contract. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies conferred on the Vendor under this Contract or otherwise.

2. General Condition 2.6 shall be read subject to the following:

The Purchaser acknowledges that:

- (a) Any failure to comply with any planning, health, environmental, building or other legislation, regulations or by-laws or any planning permit and any encroachment of any building or improvements on the land by or on the land does not constitute a defect in the Vendor's title and the Purchaser shall not make any objection or claim any compensation from the Vendor on any such ground;
- (b) The Purchaser accepts the land and improvements thereon and services on and to the land in their present condition, position and state of repair and subject to all faults and effects both latent and patent; and
- (c) The Vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit, warranty insurance or any other permits, approvals or inspections in relation to the land or any improvements and the Purchaser shall not claim any compensation from the Vendor on that ground.

3. **Compliance with Applicable Law**

- (a) The Vendor does not represent or warrant that the property, its use or the condition of the property complies with Applicable Law.
- (b) The Purchaser buys the property subject to any Applicable Law, including the requirements of any planning scheme or planning permit.
- (c) The Purchaser may not make any requisition or objection nor claim any compensation from the Vendor for any actual or alleged non-compliance with Applicable Law. The Vendor does not have to pay all or some of the cost of complying with Applicable Law.
- (d) "Applicable Law" includes acts, regulations, by-laws, local laws, rules, or requirements of any municipality, statutory authority or corporation with statutory jurisdiction over the property (including any Body Corporate or Owner Corporation under the Owners Corporation Act 2006) or any other statutory requirements applying to the property. It also includes planning, building, subdivision, environment, occupational health and safety and all laws requiring; restricting or imposing liability for works on the property.

4. **Condition of the property**

- (a) The Purchaser acknowledges that the parties have inspected the property hereby sold and accepts the condition thereof.
- (b) Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that:-
 - (i) he/she is purchasing the property in its present condition and state of repair and with any defects as regards its construction and as inspected and existing as at the date hereof; and

- (ii) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or Improvements to the property.
- (c) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to fitness for any particular purpose or otherwise in respect to same and the Purchaser expressly releases the Vendor and/or its servants or agents from any claims or demands in respect thereto.

5. Deposit

The Purchaser shall not pay and the Selling Agent or Vendor will not accept a deposit greater than 10% of the sale price. Should the Vendor or Selling Agent accept a deposit greater than 10% of the sale price, the additional amount will be immediately refunded to the Purchaser. A deposit bond or deposit guarantee is not acceptable.

6. Purchasers buying unequal interests

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property ('the proportions').
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- (c) The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- (d) This Special Condition will not merge on completion.

7. Purchaser's acknowledgements

The Purchaser acknowledges and admits that: -

- (a) she/he has entered into this Contract on the basis of her/his own inspections and the enquiries she/he has carried out (if any);
- (b) in entering into this Contract she/he has relied on her/his own judgement;
- (c) she/he has not relied on any representations by the Vendor the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein;
- (d) the conditions and stipulations hereof constitute the only and entire agreement between the Purchaser and the Vendor, and
- (e) the land as offered for sale and inspected by him/her is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from her/his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

8. Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that any approval required under the *Foreign Acquisition and Takeovers Act 1975 (Cth)* to enter into this Contract has been obtained or that a statement of non-objection in connection with the *Foreign acquisitions and Takeovers Act 1975 (Cth)* has been obtained. The Purchaser undertakes to keep the Vendor fully indemnified against any loss, real or consequential, which the Vendor or the Vendor's appointed servants or agents may suffer as a result of the Purchaser failing to obtain the aforesaid approval or statement of non-objection or both which failure results in loss or damage to the Vendor.

9. Tenancy (if any)

- (a) The Property is sold subject to the tenancy/ies of which are set out in this Contract.
- (b) The Purchaser acknowledges that the Vendor shall have the right from the day of sale up to and including the Settlement Date to manage the property, deal with the tenant(s) and review rentals in the ordinary course of business and otherwise do all things which may be reasonable and necessary or ancillary to the conduct of the Property as an income producing investment.

- (c) The Vendor does not warrant that:-
 - (i) the tenancy agreement/s will be in existence on the Settlement Date; or
 - (ii) the tenant(s) has/have observed the items and conditions of the agreement(s) on the Settlement Date.
- (d) The Purchaser shall not make any objection, requisition or claim for compensation nor shall the Purchaser delay completion or rescind this Contract if the tenancy agreement(s) is not in existence or the tenant is in default on the Settlement Date.
- (e) Should the tenant(s) be in arrears in the payment of any monies payable under the agreement as at the Settlement Date and the Vendor wishes to commence legal proceedings against any tenant for the recovery of all or part of such moneys, notwithstanding Section 141 of the Property Law Act 1958, the Purchaser agrees to allow the Vendor to commence such proceedings in the Purchaser's name at the vendor's expense and the Purchaser agrees to do all things reasonably required by the Vendor to obtain recovery of such moneys.
- (f) The rents and profits of the Property ("Rent") paid or payable to the Vendor by the tenant(s) pursuant to the agreement will be apportioned at settlement between the Vendor and the Purchaser in the following manner:-
 - (i) the Vendor shall be entitled to all Rent in respect of the period up to and including the Settlement Date and the Purchaser shall be entitled to all Rent after that date.
 - (ii) the Purchaser shall not in any circumstances be entitled to adjust against the Vendor in respect of Rent payable but unpaid for any period from the Settlement Date.
- (g) If after the Settlement Date the Purchaser receives Rent in respect of a period the whole or part of which occurred on or prior to the Settlement Date, the Purchaser shall hold in trust for and pay to the Vendor within 7 days of its receipt such Rent or a proportion thereof equal to the proportion which the number of days of such period prior to and including the Settlement Date bears to the total number of days in such period.
- (h) General Condition 15 shall be read and construed subject to the proviso that there shall be no apportionment or adjustment of the rates taxes and other outgoings ("Outgoings") payable by the Tenant/s pursuant to the tenancy agreement(s) and the Vendor shall not be called upon to pay any such Outgoings that may be unpaid on the Settlement Date save that in the case of any Outgoings paid by the Vendor and not reimbursed by the tenants the Purchaser shall reimburse them to the Vendor and the Purchaser shall then be entitled to recover them from the tenant under the terms of the tenancy agreement/s.

10. Guarantee

Where the Purchaser (appointed or nominated) is a corporation the Purchaser shall within ten (10) business days from the Day of Sale [or (10) business days from the date of nomination procure the execution of a guarantee in the form annexed hereto by all the directors and principal shareholders of the Purchaser. General Condition 20 (Guarantee) is amended by adding an additional sentence as follows, "Any Guarantee document must be provided by the Purchaser at least 10 business days before the Settlement Date". The Vendor need not settle this Contract until the expiration of 10 business days from the date of delivery to the Vendor of the said documentation and the Purchaser is deemed to be in default under the Contract and in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 business days before the Settlement Date and the date of actual delivery of the documentation to the Vendor, being the default period. Should the 10 business day period fall on a weekend, the amount due to be paid will be calculated up to the next business day.

- (a) The Vendor will be entitled/will be in possession of the property on or before the Settlement Date.
- (b) The Vendor warrants that he owns all fixtures and chattels listed in the Contract.
- (c) The property is not subject to, or affected by any legal proceedings.
- (d) The property is not subject to any encumbrances not disclosed in the Vendor's Statement, or any encumbrances not disclosed will be discharged on or before the Settlement Date.
- (e) The property is not subject to any encumbrances not disclosed in the Vendor's Statement, or any encumbrances not disclosed will be discharged on or before the Settlement Date.
- (f) The Vendor will be in a position to deliver the Title to the property to the Purchaser on the Settlement Date.
- (g) The Vendor will provide a Statutory Declaration as required by the State Revenue Office at settlement.

- (h) The Vendor has not received any notices affecting the property other than those, if any, disclosed in the Vendor's Statement and will provide any notices served after the date of the Contract to the Purchaser prior to settlement.

11. Statement of Adjustments

The Statement of Adjustments (together with new Certificates from Rating Authorities) is to be delivered to the Vendor's Conveyancer via email at least five business days (prior to 5 pm) prior to the settlement date or proposed settlement date and if the Purchaser shall fail to comply with the provisions of this Clause the Purchaser will be deemed to be in default under the Contract of Sale and will pay interest at the rate of 16% per annum for each day that the Purchaser is late in so delivering the Statement of Adjustments and Certificates. The Purchaser may not rely upon the Certificates (if any) provided in this Contract. If the Purchaser fails to comply with the provisions of this Clause, the Vendor may at his or her discretion, not accept the Statement of Adjustments (or settle on the settlement date provided penalty interest is paid by the Purchaser) provided to it as evidence of the residue owing and may deem part of the residue remaining unpaid. The rights hereunder shall not merge with settlement.

12. Land Tax and Windfall Gains Tax

Where the sale price is \$10 million or greater land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. If settlement is delayed because of a default by the Purchaser and occurs in a calendar year after the calendar year in which the settlement date falls, then, at settlement the Purchaser must pay to the Vendor an amount equal to all land tax which the Vendor incurs in respect of the property for the calendar year in which settlement occurs. **Where the sale price is under \$10 million** notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties. If Windfall Gains Tax is imposed or assessed in respect of or in connection with the Land after the Day of Sale, the Purchaser must pay the Windfall Gains Tax on the Settlement Date in addition to the Price regardless of the actual date on which the Windfall Gains Tax is due.

13. Delivery of Transfer (unless settlement is to be conducted electronically)

If the Purchaser fails to deliver an original signed and witnessed Transfer (delivery by email not acceptable) in accordance with General Condition 6, the Vendor need not settle this Contract until the expiration of 10 days from the date of delivery to the Vendor of the Transfer of Land and the Purchaser is deemed to be in default in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 days before the Settlement Date and the date of actual delivery of the Transfer to the Vendor, being the default period. Should the 10 day period fall on a weekend, the amount due to be paid will be calculated up to the next business day.

14. Delayed Settlement (unless settlement is to be conducted electronically)

- (a) The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that if the Purchaser fails to complete this contract at the arranged time on the due date (or rescheduled date) to settle causing the parties to reschedule settlement, the Vendor may or will suffer losses and expenses which may or will include:
- (b) the re-attendance fees of the Vendor's settlement agent to re-attend settlement to be paid at settlement (an undertaking is not acceptable);
- (c) the re-attendance fees of the Vendor's Bank or agent of the Bank to re-attend settlement (if applicable); and
- (d) the re-attendance fees of any third party of the Vendor to re-attend settlement,

which the Purchaser would be required to pay and any other loss, expense or damage suffered by the Purchaser's failure to complete the contract at the scheduled time.

15. In this contract, unless inconsistent with the context, subject matter, or circumstances:

- (a) the expression the Purchaser includes any party nominated under General Condition 18 hereof, the legal personal representative of the Purchaser, where the Purchaser is a corporation, the successors of the Purchaser, and applies equally where there are two or more purchasers as joint tenants or tenants in common;

- (b) where there is more than one purchaser, each and every term of this contract binds each of them jointly and severally;
- (c) the term the Vendor's agent includes the auctioneer of the property;
- (d) the term the Land includes the chattels (if any) described herein.

16. **Smoke Alarms**

If the property sold contains a dwelling house it is the Purchaser's responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to Clause E1.7 of the Building Code of Australia and Regulation 4.14 of the Building Regulations 1994 within 30 days of settlement of this contract.

17. **Solar Panels (if applicable)**

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

18. **Bank cheques (unless settlement is to be conducted electronically)**

The Vendor may request up to ten (10) Bank cheques at the settlement and condition 11.6 of the General Conditions shall be amended by replacing the figure "3" with the figure "10" in its place.

19. **Swimming Pool**

The Purchaser acknowledges that if there is a pool/spa at the property that at the time of signing this contract the pool/spa may only be registered with council. The Purchaser will assume all responsibility for compliance with relevant legislation to make the pool/spa compliant by the relevant date, irrespective of whether any direction, advice or notification in respect to compliance work is made, issued or received either before or after the date of this contract.

20. **Building Report – NOT APPLICABLE AT AUCTION**

- (a) This Special Condition only applies if the applicable box in the particulars of sale is checked.
- (b) The Purchaser may end this contract within 7 business days from the day of sale if the Purchaser:
 - (i) 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;
 - (ii) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (iii) is not then in default.
- (c) All moneys paid must be immediately refunded to the Purchaser if the contract ends in accordance with this Special Condition.

21. **Pest Report – NOT APPLICABLE AT AUCTION**

- (a) This Special Condition only applies if the applicable box in the particulars of sale is checked.
- (b) The Purchaser may end this contract within 7 business days from the day of sale if the Purchaser:
 - (i) 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;
 - (ii) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (iii) is not then in default.
- (c) All moneys paid must be immediately refunded to the Purchaser if the contract ends in accordance with this Special Condition.

22. Settlement Re-Scheduling Fee

Should settlement be delayed due to the Purchaser's default to settle on the due date (or rescheduled date) or pursuant to Special Condition 1(iii) hereof, the Purchaser will be deemed to be in default under the Contract and will pay the Vendor's Conveyancer's costs of \$385.00 (GST inclusive) to reschedule settlement. The re-scheduling fee is to be paid to the Vendor's Conveyancer at settlement.

23. Paper Settlement

Should the Vendor's representative need to do a paper settlement under the Purchaser's representative's request, an administration fee of \$350.00 will be payable by the Purchaser at settlement.

24. Connection of Services

The purchaser must pay the connection fee for any service not connected to the property at settlement.

The purchaser must pay the reconnection fee (if any) for any service disconnected prior to settlement.

25. Christmas and New Year Period

The Settlement Date stipulated in the Particulars of Sale must not be between 20 December this year and 14 January next year (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 15 January next year or next business day. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

26. Auction

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

SECTION 32 STATEMENT

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

Vendor:	CHRISTINA MARILYN SUDANO
Property:	4/13 CLARKE STREET, THOMASTOWN 3074

VENDORS REPRESENTATIVE

On The Move Conveyancing

18 Stockton Street
CRAIGIEBURN VIC 3064

Tel: (03) 9305 6795

Email: gail@onthemoveconveyancing.com.au

Ref: GN-26-3252-S

SECTION 32 STATEMENT
4/13 CLARKE STREET, THOMASTOWN 3074

1 FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:-

Provider	Amount (& interest if any)	Period
Whittlesea City Council	Usual amount to be adjusted	Per annum
Yarra Valley Water	Usual amount to be adjusted	Per annum
Owners Corporation No. 619702	Usual amount to be adjusted	Per annum
State Revenue Office – Land Tax (refer below and Special Condition 1(iii)) of the Contract of Sale	Any Land Tax assessed for the current year	Per annum

Land Tax may be applicable if the sale price is **\$10 million or greater**.

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 \$6,000.00

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.

- (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.

2 COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT ACT)

- (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows: Not applicable.
- (b) Is the land tax reform scheme land within the meaning of the CIPT Act? YES NO
- (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows: Not applicable.

INSURANCE

Damage and Destruction

- 3 (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.

SECTION 32 STATEMENT
4/13 CLARKE STREET, THOMASTOWN 3074

Owner Builder

- (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:-

No such Insurance has been effected to the Vendors knowledge.

4 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.

- (b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

- (c) ROAD ACCESS

There is access to the Property by Road.

- (d) PLANNING

Name: Whittlesea Planning Scheme

Responsible Authority

Whittlesea City Council

Zoning and/or Reservation:

General Residential Zone (GRZ)

5 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

SECTION 32 STATEMENT
4/13 CLARKE STREET, THOMASTOWN 3074

Government and other authorities unless such decisions have been communicated to the Vendor

- (b) Unless contained in the attached certificate/s and/or statement/s, 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.

6 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.

7 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*.

8 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not applicable.

9 SERVICES

Service	Available		Connected		Name of Authority
Electricity	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lumo Energy
Gas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	CovaU Energy
Water	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Yarra Valley Water
Sewerage	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Yarra Valley Water
Telephone	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Purchaser's Choice

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.

SECTION 32 STATEMENT
4/13 CLARKE STREET, THOMASTOWN 3074

10 TITLE

Attached are the following document/s concerning Title:

- (a) **Registered Title**
A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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).
- (f) 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.
- (g) 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.

11 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.

Is attached.

SECTION 32 STATEMENT
4/13 CLARKE STREET, THOMASTOWN 3074

DATE OF THIS STATEMENT

21 / 01 /20 26

Name of the Vendor

CHRISTINA MARILYN SUDANO

Signature of the Vendor

x *Christina Sudano*

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name/s of the Purchaser/s

Signature/s of the Purchaser/s

x x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11084 FOLIO 760

Security no : 124131444615W
Produced 19/01/2026 05:51 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 619702R.
PARENT TITLE Volume 08222 Folio 418
Created by instrument PS619702R 09/08/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHRISTINA MARILYN SUDANO of UNIT 4 13 CLARKE STREET THOMASTOWN VIC 3074
AT953647T 15/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT953648R 15/01/2021
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE PS619702R 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 4 13 CLARKE STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 30/04/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS619702R

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS619702R
Number of Pages (excluding this cover sheet)	4
Document Assembled	19/01/2026 17:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	PS 619702R
Location of Land Parish: KEELBUNDORA Township: Crown Section: 22 (PART) Crown Allotment: Crown Portion: LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 8222 FOL 418 Last Plan Reference: LOT 1 ON TP 077935V Postal Address: 13 CLARKE STREET THOMASTOWN 3074 MGA94 Co-ordinates: E 324 540 (Of approx. centre of plan) N 5 827 410 Zone 55		Council Certification and Endorsement Council Name: CITY OF WHITTLESEA 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 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). PM374, PM521 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"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	1.83	C/E D659544	MMBW
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER LIMITED
				Date 6 / 8 / 08
				LRS use only PLAN REGISTERED TIME 11.48am. DATE 9 / 8 / 08 Rod Speer Assistant Registrar of Titles
				SHEET 1 OF 3 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 9573 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS619702R

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

INFORMATION ONLY

Plan of Subdivision PS619702R

Certifying a New Version of an Existing Plan with Statement of Compliance (Form 22)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S001420M

Plan Number: PS619702R

Council Name: Whittlesea City Council

Council Reference Number 1: 606567

Surveyor's Plan Version: 2

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 29/07/2008

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: Bruce Manison

Organisation: Whittlesea City Council

Date: 31/07/2008



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 19/01/2026 05:51:38 PM

OWNERS CORPORATION 1
PLAN NO. PS619702R

The land in PS619702R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AM410327E 16/12/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC001948B 13/08/2008

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	105	105
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	105	105
Total	510.00	510.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/01/2026 05:51:38 PM

**OWNERS CORPORATION 1
PLAN NO. PS619702R**

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

From www.planning.vic.gov.au at 21 January 2026 03:34 PM

PROPERTY DETAILS

Address: **4/13 CLARKE STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 4 PS619702**
Standard Parcel Identifier (SPI): **4\PS619702**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **668046**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 H8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

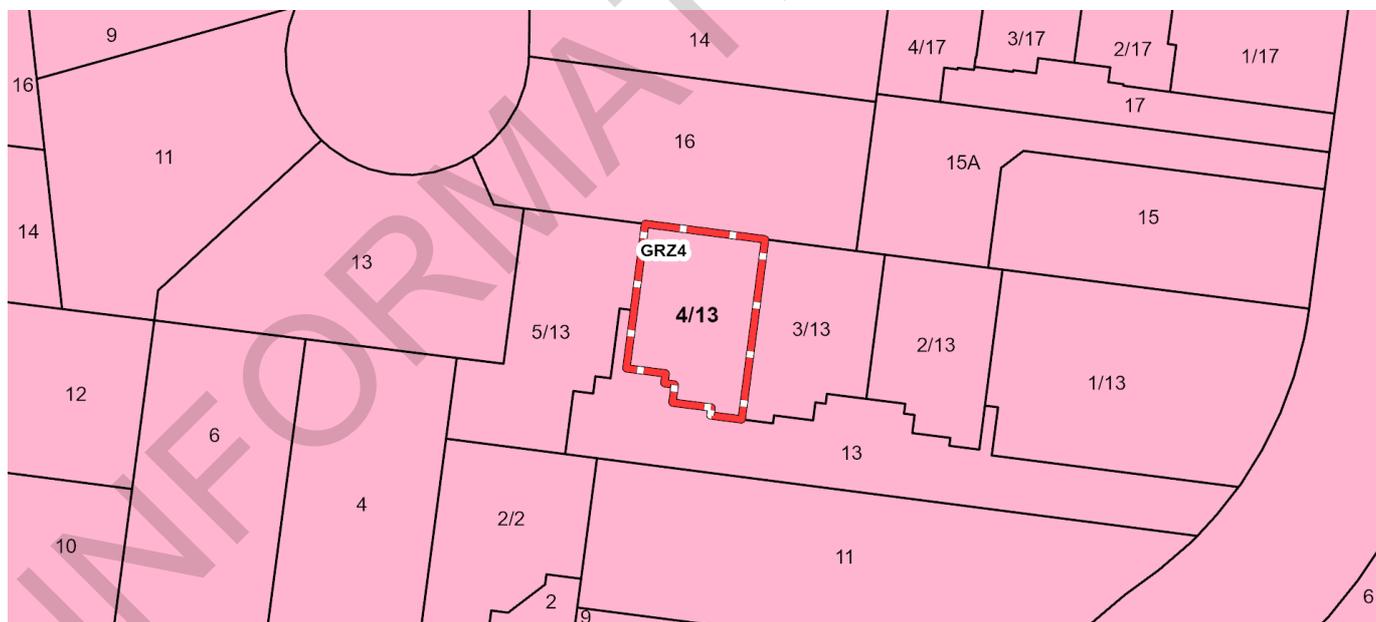
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



GRZ - General Residential

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

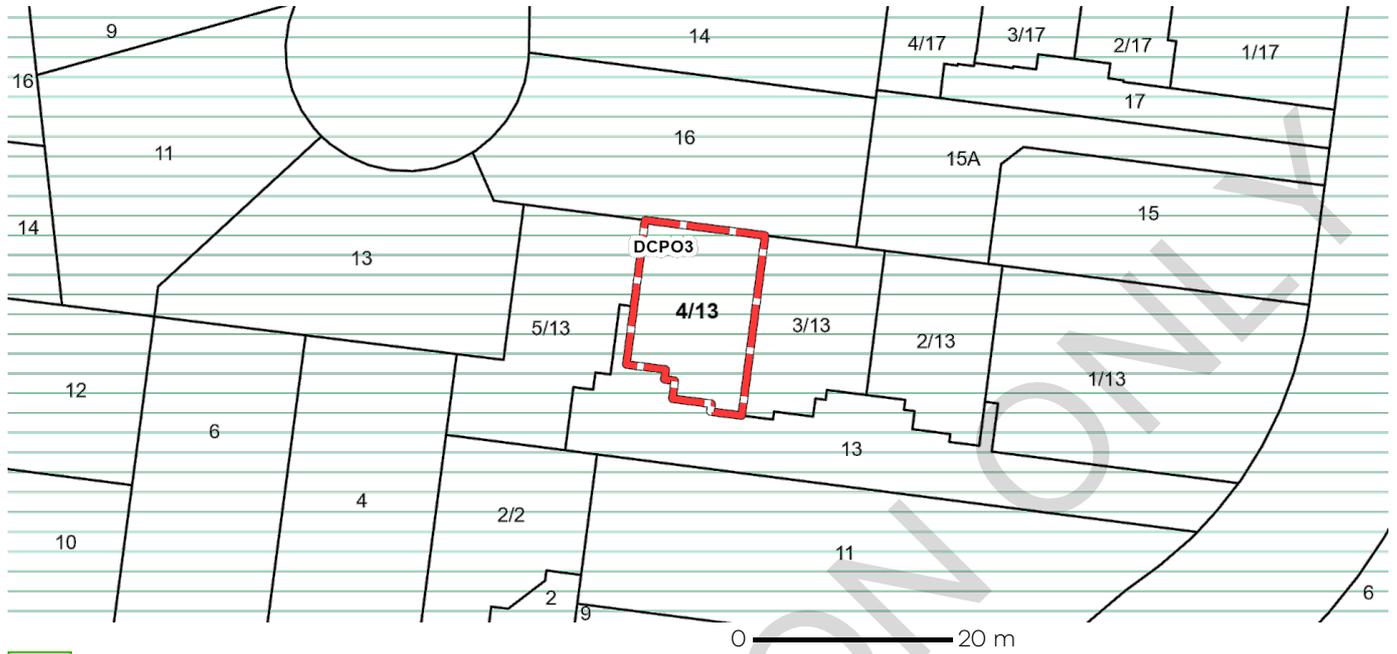
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



 DCPO - Development Contributions Plan Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

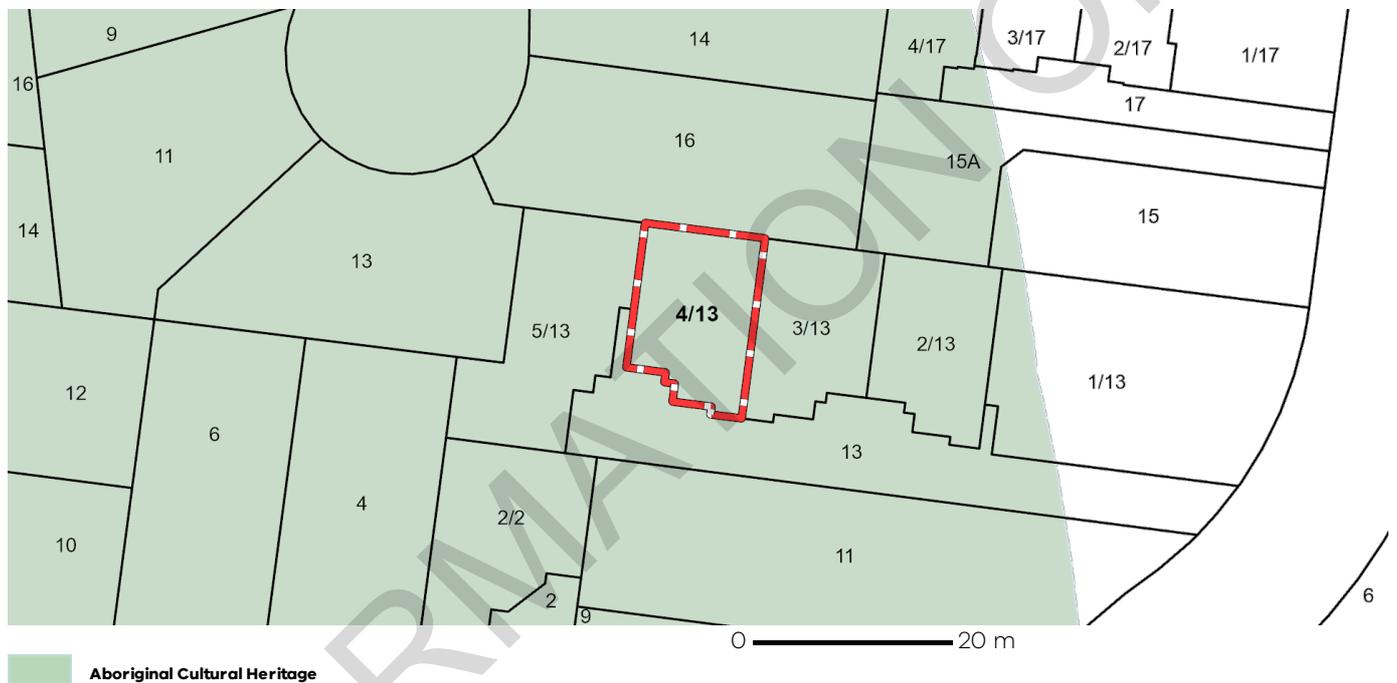
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 20 January 2026.

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

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

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

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

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

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

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

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

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

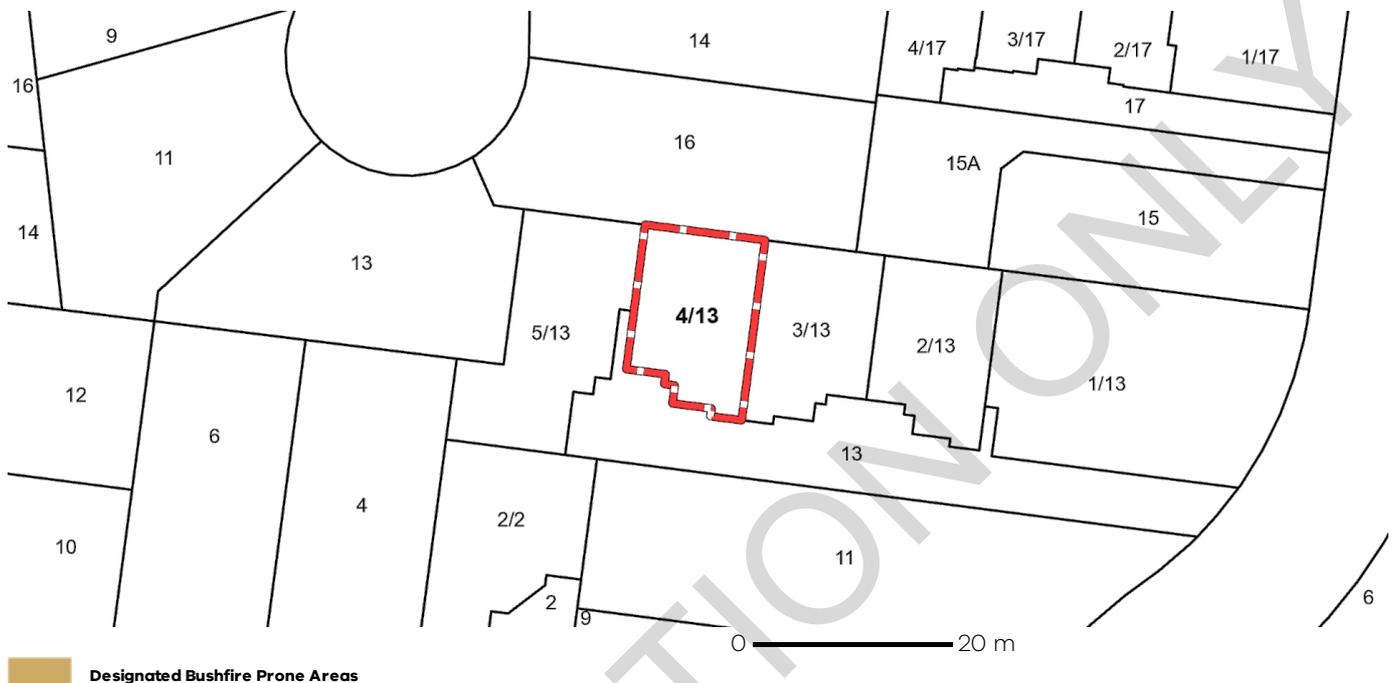
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No. 619702

Address: 13 Clarke Street, Thomastown 3074

This certificate is issued for	Lot 4 on Plan of Subdivision No. 619702R																					
Postal address is	13 Clarke Street, Thomastown 3074																					
Applicant for the certificate is	On The Move Conveyancing																					
Address for delivery of certificate is:	18 Stockton St Craigieburn VIC 3064																					
Date that the application was received:	19 January 2026																					
The information in this certificate is issued on:	19 January 2026																					
1.	The current fees for the lot are \$5,195.00 per annum (insurance only).																					
2.	The date to which the fees for the lot have been paid up to is: 20/08/2026.																					
3.	The total of any unpaid fees or charges for the lot are: Nil.																					
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil.																					
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: Nil. Payments for all repairs and maintenance are deducted from the total funds held in the account.																					
6.	<p>The owners corporation has the following insurance cover:</p> <table style="margin-left: 40px;"> <tr> <td>a) the name of the company:</td> <td>CHU Underwriting Agencies Pty Ltd</td> </tr> <tr> <td>b) policy number:</td> <td>HU0006151952</td> </tr> <tr> <td>c) kind of policy:</td> <td>Residential Strata</td> </tr> <tr> <td>d) buildings covered:</td> <td>13 Clarke Street, Thomastown 3074</td> </tr> <tr> <td>e) amount of building insurance is:</td> <td>\$3,140,241.00</td> </tr> <tr> <td>f) the public liability amount is:</td> <td>\$20,000,000.00</td> </tr> <tr> <td>g) the renewal date is:</td> <td>20/08/2026</td> </tr> </table>	a) the name of the company:	CHU Underwriting Agencies Pty Ltd	b) policy number:	HU0006151952	c) kind of policy:	Residential Strata	d) buildings covered:	13 Clarke Street, Thomastown 3074	e) amount of building insurance is:	\$3,140,241.00	f) the public liability amount is:	\$20,000,000.00	g) the renewal date is:	20/08/2026							
a) the name of the company:	CHU Underwriting Agencies Pty Ltd																					
b) policy number:	HU0006151952																					
c) kind of policy:	Residential Strata																					
d) buildings covered:	13 Clarke Street, Thomastown 3074																					
e) amount of building insurance is:	\$3,140,241.00																					
f) the public liability amount is:	\$20,000,000.00																					
g) the renewal date is:	20/08/2026																					
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: Yes, Resolution date: 25/07/2025.																					
8.	<p>The total funds held by the Owners Corporation is \$13,289.73 made up as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Opening Balance</td> <td></td> <td style="text-align: right;">\$13,379.90</td> </tr> <tr> <td>Less:</td> <td></td> <td></td> </tr> <tr> <td>Paper Statement – Bank charge</td> <td style="text-align: right;">\$5.00</td> <td></td> </tr> <tr> <td>Lawn maintenance</td> <td style="text-align: right;">\$52.17</td> <td></td> </tr> <tr> <td>Lawn maintenance</td> <td style="text-align: right;">\$33.00</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;"><u>\$90.17</u></td> <td style="text-align: right;"><u>\$90.17</u></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$13,289.73</td> </tr> </table>	Opening Balance		\$13,379.90	Less:			Paper Statement – Bank charge	\$5.00		Lawn maintenance	\$52.17		Lawn maintenance	\$33.00			<u>\$90.17</u>	<u>\$90.17</u>			\$13,289.73
Opening Balance		\$13,379.90																				
Less:																						
Paper Statement – Bank charge	\$5.00																					
Lawn maintenance	\$52.17																					
Lawn maintenance	\$33.00																					
	<u>\$90.17</u>	<u>\$90.17</u>																				
		\$13,289.73																				
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details: No.																					
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: Not Applicable.																					
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: No.																					

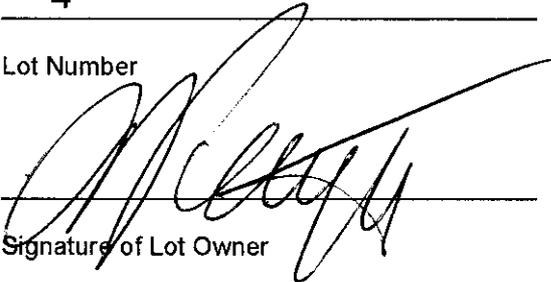
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details: Not Applicable.
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details: Not Applicable.
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details: Loretta Piazza Unit 2 13 Clarke Street, Thomastown 3074 Tel: 0418 597 069 Email: lorpia24@gmail.com
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? As per item 14 above.
16.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> • A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria. • A copy of all resolutions made at the last annual general meeting. The owners corporation is exempt under s7 of the Owners Corporations Act 2006. • A copy of Schedule 3 of the Owners corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Loretta Piazza Unit 2 13 Clarke Street, Thomastown 3074 Tel: 0418 597 069 Email: lorpia24@gmail.com

DATED the **20th** day of **January** 2026

This owners corporation certificate was prepared by: **On The Move Conveyancing.**

 **CHRISTINA SUDANO**
Signature of Lot Owner Name of Lot owner (block letters)

4 **20/01/2026**
Lot Number Date

 **LORETTA PIAZZA**
Signature of Lot Owner Name of Lot owner (block letters)

2 **20/01/2026**
Lot Number Date

INFORMATION ONLY

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

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

3.3 Damage to common property

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

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6. Dispute resolution

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

MINUTES OF ANNUAL GENERAL MEETING

13 Clarke Street Thomastown Owners Corporation PS619702

Date: Monday 28 July 2025

Time: 7.30-8.10pm

Location: video conference- zoom

Meeting Type: Annual General Meeting

ATTENDEES

Present:

- Concetta Paolina, Unit 1
- Loretta Piazza, Unit 2
- Angela Kalas, Unit 3
- Christina Sudano, Unit 4

Apologies:

- nil

Proxies:

- nil

Quorum: Confirmed present - 4 lot owners representing 75% of lot entitlements. Note:

Quorum requirement under s.77 OCA 2006: minimum 50% of total lot entitlements - ✓
ACHIEVED

As this was our first meeting as a self managing Owners Corporation, Loretta Piazza was asked to chair the meeting until office bearers were elected.

1. MEETING OPENING

The interim Chairperson declared the meeting open at 7.34pm and confirmed that a quorum was present in accordance with the Owners Corporation Rules.

2. CONFIRMATION OF PREVIOUS MINUTES

- no minutes as this is our first meeting
-

3. REPORTS

3.1 Committee Report

- no report tabled as this is our first meeting.

3.2 Manager's Report

- NA as we no longer have a manager

3.3 Complaints and Emerging Issues

- No complaints or applications in progress
-

4. FINANCIAL MATTERS

4.1 Financial Statements

Treasurer's report:

All monies are currently with Love & Co. The financial report presented by Lidija Fasciani Love & Co at the final AGM was not explained and we are uncertain as to the amount that will be returned to the Owners Corporation. Once this has been determined, we will schedule another meeting to discuss.

RESOLUTION 1: That the financial report be accepted.

- **Moved:** Connie
- **Seconded:** Angela
- **Result:** CARRIED

4.2 Banking Arrangements

RESOLUTION 2: That the CBA, Thomastown Branch be appointed as the bankers for the Owners Corporation and that the following persons be authorised as signatories to the Owners Corporation bank accounts:

- Christina Sudano - Treasurer
- Angela Kalas - Secretary
- Loretta Piazza - Chairperson

And that any **two** (2) of the above-named persons be authorised to operate the bank account and make payments on behalf of the lot owners of 1-5 13 Clarke Street Thomastown 3074.

- **Moved:** Connie
- **Seconded:** Angela
- **Result:** CARRIED

5. APPOINTMENT OF COMMITTEE

RESOLUTION 3: That the following persons be appointed to the Owners Corporation Committee for a term of 3 years:

Chairperson: Loretta Piazza, Unit 2

Secretary: Angela Kalas, Unit 3

Treasurer: Christina Sudano, Unit 3

Committee Members:

- Concetta Paolina, Unit 1

- **Moved:** Connie
 - **Seconded:** Angela
 - **Result:** CARRIED
-

6. INSURANCE AND RISK MANAGEMENT

RESOLUTION 4: That the Committee be authorised to: a) Arrange and maintain appropriate insurance coverage including building, public liability, and committee members' liability insurance b) Review and renew insurance policies annually c) Lodge and manage insurance claims as required

- **Moved:** Loretta
 - **Seconded:** Christina
 - **Result:** CARRIED
-

7. MAINTENANCE AND CAPITAL WORKS

7.1 Maintenance Schedule

RESOLUTION 5: That a 10-year maintenance plan be developed and adopted and the Committee be authorised to implement scheduled maintenance works within approved budgets.

- **Moved:** Angela
- **Seconded:** Christina
- **Result:** CARRIED

7.2 Capital Works Authority

RESOLUTION 6: That the Committee be authorised to obtain quotes and gain approval by special resolution.

- **Moved:** Loretta
 - **Seconded:** Connie
 - **Result:** CARRIED
-

8. LEVIES AND BUDGET

8.1 Annual Budget

RESOLUTION 7: That the budget for the 2025-26 financial year be discussed at the next meeting:

- Administrative Fund: to be determined
- **Moved:** Christina
- **Seconded:** Angela
- **Result:** CARRIED

8.2 Levy Collection

RESOLUTION 8: That levies be set at each AGM for the upcoming financial year based on known expenditure requirements.

- **Moved:** Angela
 - **Seconded:** Loretta
 - **Result:** CARRIED
-

9. OTHER BUSINESS

- Meetings will be called on a needs basis to ensure open communication and to seek agreement on matters affecting all unit owners. Any unit owner can call a meeting.
-

10. NEXT MEETING

The next Annual General Meeting will be held in July 2026 with date and venue to be advised.

11. MEETING CLOSURE

There being no further business, the Chairperson declared the meeting closed at 8.10pm

CERTIFICATION

I certify that these minutes are a true and accurate record of the proceedings of the Annual General Meeting held on 28/7/25

Secretary: Angela Kalas

[Printed Name]

Date: 30/7/25

Chairperson: Loretta Piazza

[Printed Name]

Date: 30/7/25



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006151952
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	20/08/2025 to 20/08/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 619702
Situation	13 CLARKE STREET THOMASTOWN VIC 3074

Policies Selected

Policy 1 – Insured Property

Building: \$3,140,241
Common Area Contents: \$31,402
Loss of Rent & Temporary Accommodation (total payable): \$471,036

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$500,000

Policy 6 – Machinery Breakdown

Sum Insured: \$10,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

31/07/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY



INTELLIGENT INSURANCE SERVICES (VIC) Pty Ltd

164 ST GEORGES ROAD, NORTHCOTE VIC 3070

Tel: (03) 9481 0049 Facsimile: (03) 9481 0046 Email: info@iisinsurance.com.au
Intelligent Insurance Services (VIC) Pty Ltd Australian Financial Services Licence No. 230498 ABN: 54 081 843 218

As per your request, we have arranged the following insurance cover effective from the 20/08/2025. To ensure your protection, we must receive your remittance within 14 days of you receiving this account.

Page 1 of 5

OWNERS CORPORATION PS619702
1-5/13 CLARKE STREET
THOMASTOWN VIC 3074

TAX INVOICE

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

Invoice Date: 30/07/2025
Invoice No: 0027528
Our Reference: PS619702

Class of Policy: OWNERS CORPORATION - RESIDENTIAL STRATA PLA
Insurer: CHU UNDERWRITING AGENCIES PTY LTD
459 Collins St. Melbourne VIC 3000
ABN: 18 001 580 070
The Insured: OWNERS CORPORATION PS619702

NEW POLICY

Policy No: HU0006151952
Period of Cover:
From **20/08/2025**
to **20/08/2026** at 4:00 pm

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

1-5/13 CLARKE ST. THOMASTOWN VIC 3074

DUTY OF DISCLOSURE - Please Refer to the Schedule attached

PAYMENTS - Owners Corporations please include Invoice Number AND Unit Number on EFT Payments

PREMIUM FUNDING - monthly installment billing is available via premium funding. Please contact our office

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Management
\$3,931.20	\$150.00	\$0.00	\$432.96	\$432.42	\$248.42
TOTAL					\$5,195.00

INTELLIGENT INSURANCE SERVICES (VIC) PTY LTD are members of the Australia Financial Complaints Authority, a free service. Further information is available from our office. You may contact AFCA directly on 1800 931 678



Acct Name: IIS Trust
BSB: 083376 Account: 463870109
Reference: PS619702 0027528

Our Reference: PS619702
Invoice No: 0027528



Mail this portion with your cheque payable to:
Intelligent Insurance Services (VIC) Pty Ltd
164 St Georges Road Northcote
VIC 3070

AMOUNT DUE

\$4,156.00

Schedule of Insurance

Class of Policy:	OWNERS CORPORATION - RESIDENTIAL STRATA PLAN	Policy No:	HU0006151952
The Insured:	OWNERS CORPORATION PS619702	Invoice No:	0027528
		Our Ref:	PS619702

OWNERS CORPORATION - RESIDENTIAL STRATA INSURANCE

Renewal Invitation
CHU Residential Strata Insurance Plan

Policy Number HU0006151952
 Policy Wording CHU RESIDENTIAL STRATA INSURANCE PLAN
 The Insured OWNERS CORPORATION PLAN NO. PS 619702
 Situation 13 CLARKE ST. THOMASTOWN VIC 3074
 Policy Period 20/08/2025 to 20/08/2026 at 4:00pm

Policies Selected**Policy 1 - Insured Property**

Building:	\$3,140,241
Loss of Rent & Temporary Accommodation (total payable):	\$ 471,036
Common Area Contents:	\$ 31,402
Landlord Contents	Not Insured

Policy 2 - Liability to Others

Sum Insured:	\$20,000,000
--------------	--------------

Policy 3 - Voluntary Workers

Death:	\$200,000
Total Disablement:	\$2,000 per week

Policy 4 - Workers Compensation

Not Available

Policy 5 - Fidelity Guarantee

Sum Insured:	\$100,000
--------------	-----------

Policy 6 - Office Bearers' Legal Liability

\$500,000

Policy 7 - Machinery Breakdown

\$10,000

Policy 8 - Catastrophe Insurance

Not Insured

Policy 9 - Government Audit Costs and Legal Expenses

Government Audit Costs:	\$25,000
Appeal expenses - common property health & safety breaches:	\$100,000
Legal Defence Expenses:	\$50,000

Policy 10 - Lot owners' fixtures and improvements (per lot)

Sum Insured:	\$250,000
--------------	-----------

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Schedule of Insurance

Class of Policy:	OWNERS CORPORATION - RESIDENTIAL STRATA PLAN	Policy No:	HU0006151952
The Insured:	OWNERS CORPORATION PS619702	Invoice No:	0027528
		Our Ref:	PS619702

Excesses

Policy 1 - Insured Property

Standard: \$2,000

Other excesses payable are shown in the Policy Wording

Policy 6 - Machinery Breakdown

Standard: \$1,000

Occupation: 5 Residential Units

Construction: Single storey townhouses, bricks walls, tiled roof

Claims History: Nil

Unit Owners Cost Per Unit \$1,039

- 1) Consiglia Paolina
- 2) Orsolina Pty Ltd ATF The Lina Trust
- 3) Angela Tsipras
- 4) Christina Sudano
- 5) Arun Borjia & Swait Gupta

Refer to Important Information for Duty of Disclosure and Excess descriptions. Please refer to Product Disclosure Statement and Policy Wording - you may request an electronic copy via our office

Excesses - explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 - Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Unoccupancy Excess

An additional Excess will apply to Policy 1 - Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording

Class of Policy:	OWNERS CORPORATION - RESIDENTIAL STRATA PLAN	Policy No:	HU0006151952
The Insured:	OWNERS CORPORATION PS619702	Invoice No:	0027528
		Our Ref:	PS619702

INTELLIGENT INSURANCE SERVICES (VIC) PTY LTD - FINANCIAL SERVICES GUIDE

GENERAL ADVICE WARNING

This advise has been prepared without taking into account Your objectives, financial situation or needs. Before acting on the attached advise, You should consider its appropriateness in regards to Your objectives, financial situation and needs. If the advise is related to the acquisition of an insurance contract, You should obtain a Product Disclosure Statement relating to the product before deciding whether to acquire it.

Your attention is drawn to some important aspects of the INSURANCE CONTRACTS ACT 1984, effective from 1st January 1986.

YOUR DUTY OF DISCLOSURE

Under the Insurance Contracts Act 1984, You have a duty to disclose to the Insurer every matter that You know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms.

You have to disclose those matters to the Insurer before you;
ENTER into an initial general insurance contract,
RENEW, EXTEND, VARY or REINSTATE an existing policy
This applies whether the Insurer has asked a specific question on the proposal from about such a matter or not.

Your duty however does not require disclosure of matter;

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of his business ought to know;
- where such duty is waived by the Insurer.

NON-DISCLOSURE

If You fail to comply with Your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its inception.

PARTIES TO BE COVERED

The Policy will provide cover only for those insured NAMED in the Policy. Therefore you should ensure that all parties who are to be covered and may have a financial interest in the property or liability are named in the policy.

UNDER-INSURANCE

Some classes of insurance contain an average or co-insurance clause. You should therefore insure for the full value or maximum potential risk. If you are under-insured, the Insurer will pay you less in the event of a claim calculated by a formula which takes account of the degree of under-insurance. Fire, Loss of Profit, Business Pack, Farm, Home, Contract Works, Machinery Breakdown, Electronic Equipment are some of the classes.

AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

The Insurer shall not be liable to pay any benefits for any loss or damage if the insured agrees or has agreed to limit or exclude any RIGHT OF RECOVERY against any Third Party causing such loss or damage.

CALCULATING YOUR HOME BUILDING SUMS INSURED

When You are applying for or renewing a Home Building Insurance product, You may refer to a Sums Insured Calculator such as can be found at;
<https://insurancecouncil.com.au/consumers/calculators/>
Please note, this calculator should be used as a guide only, and should not be taken as advice or recommendation to acquire this level of insurance cover.

Class of Policy:	OWNERS CORPORATION - RESIDENTIAL STRATA PLAN	Policy No:	HU0006151952
The Insured:	OWNERS CORPORATION PS619702	Invoice No:	0027528
		Our Ref:	PS619702

The Insurance (Agents & Brokers) Act 1984 also requires us to inform you about some other matters where they are relevant to particular policies.

- **Unauthorised Foreign Insurer.**

If one or more of the insurance companies concerned with a particular policy is an unauthorised foreign insurance company (ie, an insurer not licensed to carry on insurance business in Australia), we are required to have you complete and sign an acknowledgement that You understand that an unauthorised foreign insurer is involved.

- **Associated Insurer**

If one or more of the insurance companies concerned with a particular policy is associated with us, we are required to inform You of the existence and nature of the association, in this context, an association involves cross-shareholding, common directors, and the like.

- **Details of the Insurers**

We must give You the name and address of each insurance company.

- **Our Sources of Income**

When placing Your insurance we usually receive a commission from the insurer. The amount varies between 0% and 22.5% of the base premium you pay. Premiums paid by You are held in our trust account before paying the insurer

- **Cancellation**

Where a policy is cancelled before the period of insurance has ended we will retain the commission on any return premium involved and any brokerage/management fee we charged for arranging your policy.

- **Compensation**

We hold a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to cover us for work done for us by representatives/employees after they cease to work for us and satisfies the requirements for compensation arrangements under Section 912B of the Act.

- **Privacy**

The Privacy Act 1988 sets out standards for the collection and management of personal information. With Your consent, we will only use Your personal information for general insurance services.

- **Electronic Delivery of Disclosure Notices**

Where possible we prefer to provide all disclosure notices, including Product Disclosure Statements, to You electronically, via email or links to the relevant website. If You have received Your policy documents via electronic delivery, You will have received all necessary disclosure statements. If you have received your policy documents via post, please contact us for the relevant Product Disclosure Statement/s.

- **Complaints**

If an issue has not been resolved to Your satisfaction, You can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumer.

Web: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

Postal: In writing to Australian Financial Complaints Authority,
GPO BOX 3, Melbourne VIC 3000

- **How To Contact Us**

You are able to contact us by phone, in writing, email or person. If You are not sure of the meaning or significance of any information we give you, or have further questions about the Financial Services Intelligent Insurance Services (VIC) Pty Ltd provides, please contact us. Please retain this document for Your reference and any future dealings with us.

Date of issue
20/01/2026

Assessment No.
668046

Certificate No.
180410

Your reference
79382650-019-8

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 4/13 Clarke Street THOMASTOWN 3074

Description: LOT: 4 PS: 619702R

AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$490,000	\$250,000	\$24,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,158.53
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$84.77
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 20/01/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,693.95

Balance of rates & charges due: \$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 668046



Phone 1300 301 185
Ref 668046



Billers Code 5157
Ref 668046

19th January 2026

Gail Nancarrow C/- LANDATA
LANDATA

Dear Gail Nancarrow C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	4/13 CLARKE STREET THOMASTOWN 3074
Applicant	Gail Nancarrow C/- LANDATA LANDATA
Information Statement	31004461
Conveyancing Account Number	7959580000
Your Reference	GN-26-3252-S

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	4/13 CLARKE STREET THOMASTOWN 3074
------------------	------------------------------------

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.

Melbourne Water Property Information Statement

Property Address	4/13 CLARKE STREET THOMASTOWN 3074
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

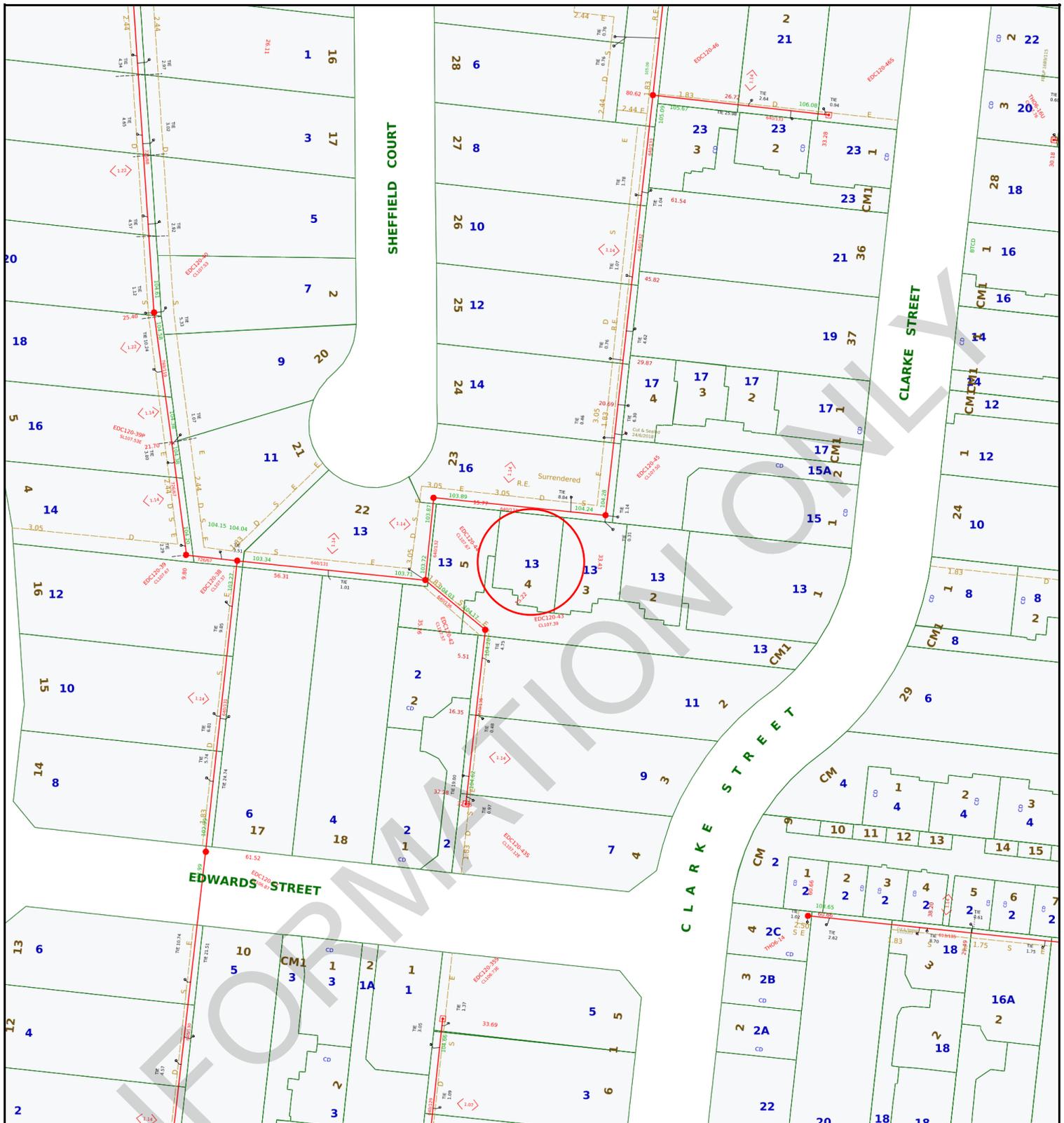
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 31004461**

Address	4/13 CLARKE STREET THOMASTOWN 3074
Date	19/01/2026
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Gail Nancarrow C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8931563449
Rate Certificate No: 31004461

Date of Issue: 19/01/2026
Your Ref: GN-26-3252-S

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 4/13 CLARKE ST, THOMASTOWN VIC 3074	4PS619702	1751346	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 19.000000kL x \$3.57240000 = \$67.88</i> Estimated Average Daily Usage \$0.73	04-08-2025 to 05-11-2025	\$67.88	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$193.68



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

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

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

INFORMATION

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

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

Property No: 1751346

Address: UNIT 4/13 CLARKE ST, THOMASTOWN VIC 3074

Water Information Statement Number: 31004461

HOW TO PAY



Biller Code: 314567
Ref: 89315634490

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



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: 11 January 2008

ROB MECURI
FUTURA HOMES
105 ST ELMO ROAD
IVANHOE VICTORIA 3079

Reference Number: 3-258450
Installation Number: 16281652

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: ROB MECURI
Property Address: 13 CLARKE STREET THOMASTOWN 5 UNITS

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.

Michelle Campton

Michelle Campton
Title: Development Officer
Phone: 9872 2563
Email: mcampton@yvw.com.au

Thank you for your application of 11/01/2008 to build dwelling 5 over the sewer/easement at the above property.

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 condition(s);

The work must be carried out in accordance with the attached registered plan(s).

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 150mm diameter sewer is located as per the attached plan and is approximately 3.30 metres deep.

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

CONDITIONS OF APPROVAL

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.

I will be glad to answer any questions you may have and may be contacted on the number shown.

Property Clearance Certificate

Land Tax



GAIL NANCARROW

Your Reference:	LD:79382650-014-3.GN-26-32
Certificate No:	95126720
Issue Date:	19 JAN 2026
Enquiries:	ESYSPROD

Land Address: UNIT 4, 13 CLARKE STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36547016	4	619702	11084	760	\$0.00

Vendor: CHRISTINA SUDANO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS CHRISTINA MARILYN SUDANO	2026	\$250,000	\$0.00	\$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$490,000
-------------------------------	-----------

SITE VALUE (SV):	\$250,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
-----------------------------------------------------------------	---------------

Notes to Certificate - Land Tax

Certificate No: 95126720

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus (\$250,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,900.00

Taxable Value = \$490,000

Calculated as \$490,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 95126720

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: 95126720

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



GAIL NANCARROW

Your Reference:	LD:79382650-014-3.GN-26-3252-S
Certificate No:	95126720
Issue Date:	19 JAN 2026
Enquires:	ESYSPROD

Land Address: UNIT 4, 13 CLARKE STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36547016	4	619702	11084	760	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

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

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95126720

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



GAIL NANCARROW

Your Reference: LD:79382650-014-3.GN-26-3252-S
Certificate No: 95126720
Issue Date: 19 JAN 2026

Land Address: UNIT 4, 13 CLARKE STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
4	619702	11084	760

Vendor: CHRISTINA SUDANO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 95126720

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 95126728

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: 95126728

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Contract of Sale of Real Estate

CHRISTINA MARILYN SUDANO
Vendor

4/13 CLARKE STREET, THOMASTOWN 3074
Property

ON THE MOVE CONVEYANCING
18 Stockton Street
Craigieburn Vic 3064

Tel: 03 9305 6795
Ref: GN-26-3252-S

INFORMATION ONLY