

CONTRACT OF SALE OF REAL ESTATE

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

**PROPERTY ADDRESS: 34 LEAMINGTON STREET RESERVOIR VIC 3073 AND
THE DISCONTINUED REAR LANEWAY PORTION OF 34 LEAMINGTON STREET RESERVOIR VIC 3073**

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

The terms of this contract are contained in the:

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

in that order of priority.

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.....

Print name of person signing.....

Signed by MARIA RULLO by her attorney COS RULLO pursuant to Enduring Power of Attorney dated 7th December 2015

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31

Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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.

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

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

Tel: 9465 7766

Fax:

Ref: Mario Tucci

Email: sold@rataandco.com.au

VENDOR:**MARIA RULLO**

Tel:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

ARTHUR J DINES & CO
Suite 10, Level 1
2 Enterprise Drive
BUNDOORA VIC 3083

Tel: (03) 9470 8288

Ref: 007454

Email: kirstie@ajdines.com.au

PURCHASER

Tel:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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
6289/607	1 & 2	TP432396X
10555/050	14	TP017764L

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:

34 LEAMINGTON STREET RESERVOIR VIC 3073 AND THE DISCONTINUED REAR LANEWAY PORTION OF 34 LEAMINGTON STREET RESERVOIR VIC 3073

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

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

PAYMENT(general condition 11)

Price	\$	
Deposit	\$	Payable on the signing hereof
Balance	\$	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:

SETTLEMENT (general condition 10)

Is due on/...../20

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:

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**

This contract is NOT subject to Finance.

SPECIAL CONDITIONS

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

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

SPECIAL CONDITIONS

1. The Property is offered for sale by Public Auction, subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in the Schedules 1 and 5 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those Rules and that the Auctioneer shall have the right to bid on behalf of the Vendor and that all such Vendor bids will be declared by the Auctioneer.

Rules for the conduct of an Auction

The schedules of the Sale of Land Regulations 2005 (Vic) prescribe rules for the conduct of Auctions are as follows:

- (a) The Auctioneer may make one or more bids on behalf of the Vendor at any time during the Auction and all such Vendor bids will be declared by the Auctioneer.
 - (b) The Auctioneer may refuse any bid.
 - (c) The Auctioneer may determine the amount by which bidding is to be advanced.
 - (d) The Auctioneer may withdraw the property from sale at any time.
 - (e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
 - (f) 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.
 - (g) If a reserve price has been set for the property and the Property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the Property.
2. If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.
 3. The Purchaser covenants that he will pay to the Vendor any legal or other expenses reasonably incurred by the Vendor in respect of any default made by the Purchaser in carrying out the Purchaser's obligation under this Contract. Any such default shall not be deemed to be remedied until such expenses are paid by the Purchaser to the Vendor.
 4. **FOREIGN CAPITAL GAINS WITHHOLDING**

**This special condition applies to contracts entered into on or after 1 July 2016.*

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this Special Condition unless the context requires otherwise.
- 4.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor gives the Purchaser a Clearance Certificate issued by the Commissioner under Section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the Clearance Certificate must include the actual date of settlement.
- 4.3 The Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-2003(3) or Section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount" because one or more of the Vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**).
- 4.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 4.5 The purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("Representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in the Special Condition; and
 - (b) ensure that the representative does so
- 4.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by

the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this Special Condition if the sale of the property settles;

- (b) promptly provide the Vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with, this Special Condition; despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (e) any other provision in the contract to the contrary.

- 4.7 The Representative is taken to have complied with the obligations in Special Condition 4.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 4.8 Any Clearance Certificate or document evidencing variation of the amount in accordance with Section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the Purchaser at least 5 business days before the due date for settlement.
- 4.9 The Vendor must provide the Purchaser with such information as the Purchaser required to comply with the Purchaser's obligation to pay the amount in accordance with Section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

5. **GST WITHHOLDING**

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This special condition 5 applies if the purchaser is required to pay the Commissioner *an amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)* because the property is a **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendors entitlement to the contract **consideration* is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as represented by non-monetary consideration.
- 5.4 The purchaser must:
- (a) engage a legal practitioner or conveyancing ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

- (c) otherwise comply, or ensure compliance, with this special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor and
- (e) any other provision in this contract to the contrary.

- 5.6 The representative is taken to have complied with the requirements of special condition 5.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 5.7 The purchaser may at settlement give vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

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

- 5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

- 5.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligations to pay the amount,
- in accordance with Section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The property providing the information warrants that it is true and correct.

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

- 5.11 The purchaser is responsible for any penalties or interest payable by the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 5.10; or
 - (b) the purchaser's reasonable believe that the property is neither new residential nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

- 5.12 This special condition will not merge on settlement.

6. **GST withholding – Residential premises or potential residential land**

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	<input type="checkbox"/> the Vendor is not registered for GST
<input type="checkbox"/> the Vendor is not registered for GST	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

(a) Vendor's notice

- (i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the table, otherwise
- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

(b) Amount to be withheld by the purchaser

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(c) Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(d) Purchaser to remit withheld amount

do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment and reference number.

(e) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

7. GENERAL PROVISIONS

7.1 Amendments to General Conditions

- (a) The warranties contained in General Conditions 2.1, 2.3 and 2.4 shall be read subject to these Special Conditions;
- (b) General Conditions 5 and 8 are deleted;
- (c) General Conditions 10.1(b)(i) is amended by substituting the words "do all things" with the words "provide all title documents reasonably";
- (d) General Conditions 11.4, 11.5 and 11.6 are deleted;
- (e) General Condition 12.4 is added:-
"Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have

- given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objections to title.”;
- (f) General Condition 13.3 is deleted and replaced with “If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and: (a) the price includes GST; or (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.”
 - (g) General Conditions 15.3 is added:-
“If requested by the Vendor, the Purchaser must provide copies of all certificates and relevant information used to calculate adjustments.”;
 - (h) General Condition 17 is deleted;
 - (i) General Condition 24.1 is amended by inserting the words “The parties acknowledge and accept that the risk of loss or damage to the Property passes to the Purchaser on settlement.” Following the word “settlement.”
 - (j) General Conditions 24.4, 24.5 and 24.6 are deleted;
 - (k) General Condition 25 is amended by inserting the following paragraph at the end of the general condition:
“The purchaser acknowledges that without limitation the following items constitute “a reasonably foreseeable loss”:
 - (i) all costs associated with bridging finance to complete the vendor’s purchase of another property;
 - (ii) expenses payable by the vendor under any existing loans secured over the property or other property by the vendor;
 - (iii) accommodation expenses incurred by the vendor;
 - (iv) the vendor’s legal costs and expenses as between solicitor and client incurred due to the breach;
 - (v) penalties and any other expenses payable by the vendor due to any delay in completion of the vendor’s purchase of another property; and
 - (vi) if the default results in settlement being delayed until after 31 December in any calendar year, any land tax incurred by the vendor as a result of the land being included in the vendor’s land tax assessment for the next calendar year”;
 - (l) General Condition 26 is amended by substituting the words “2% per annum” with the words “4% per annum”; and
 - (m) General Condition 28.4(a) is amended by substituting the word “up” with the word “equal”.

7.2 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

7.3 No right of set off

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

- 8. The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.
- 9. General Condition 15.1 shall be read to include as outgoings the Purchaser’s portion of any rates, taxes, assessments, charges, levies or contributions (including property outgoings that may not be separately assessed) on the property.
- 10. Further to General Condition 15, the parties hereby agree that adjustments must be prepared on behalf of the Purchaser and provided to the Vendor’s Solicitor not less than 4 days prior to the due date of

settlement and any failure to do so will result in the Purchaser incurring an administration fee to the Vendor's Solicitor of \$220.00 for the delay in receiving the Statement of Adjustments and furthermore the Vendor may refuse to settle until 4 business days after the Statement of Adjustments is delivered to the Vendor's Solicitor. If this Contract is not completed on or before the settlement date due to the Purchaser's breach of this condition, the Purchaser is deemed to have defaulted in the payment of the balance of purchase monies from the due date for settlement until the date when settlement is effected.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

11. If the Land contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that it may be required to comply with the provisions of the Building Act 1993 and any Building Regulations ("Regulations") in particular to those relating to registration of the pool with the municipal council and compliance with relevant Regulations with regard to safety barriers, and the Purchaser will not be entitled to make any objection or claim or be entitled to compensation or damages from the Vendor in relation to any failure of the Vendor to register the pool prior to 1 November 2020 with the municipal council or in relation to any works required to be carried out by the Purchaser after the pool is registered to bring the safety barriers into compliance with the Regulations. General Condition 21 shall not apply to any requirement to register the pool with the municipal council.
12.
 - (a) Notwithstanding any other provision of this Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract of Sale will be set on 14 January of the following calendar year.
 - (b) Neither party may issue a Default Notice on the other party between 20 December and 14 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 12(a).
 - (c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 12.
13. The Purchaser acknowledges that:
 - (a) no information, representation or warranty by the Vendor, the Selling Estate Agent or the Vendor's Solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;
 - (b) the Purchaser has not in fact relied on any such information, representation or warranty;
 - (c) the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and
 - (d) this Contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous Contracts, Agreements, understandings and negotiations in relation to the sale and purchase.
14. The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.
15. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition and with only those services connected as disclosed in the Vendors Statement. The Purchaser shall not make any requisition or objection nor be entitled to any compensation in respect of the condition or state of repair of the property, any defect, whether latent or patent, or any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government Act, Building Control Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible Authorities. The Purchaser assumes responsibility for connection of services not already connected to the property. Furthermore, the purchaser acknowledges that the property is or may be within an area where town planning applications for multiunit developments

may be made and the purchaser should make his/her own enquiries in relation to the existence of any such multiunit developments and will not make any requisition or objection nor be entitled to any compensation in respect to the existence or otherwise of any multiunit developments in the vicinity or in plan of subdivision of the property herein sold.

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.

GUARANTEE and INDEMNITY

I/We, of.....

and of.....

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

Section 32 Statement

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

Vendor:	MARIA RULLO
Property:	34 LEAMINGTON STREET RESERVOIR VIC 3073 AND THE DISCONTINUED REAR LANEWAY PORTION OF 34 LEAMINGTON STREET RESERVOIR VIC 3073

VENDORS REPRESENTATIVE

Arthur J Dines & Co

Suite 10, Level 1,2 Enterprise Drive,
BUNDOORA VIC 3083

(All Correspondence to)

PO Box 2111, University Hill,
BUNDOORA VIC 3083

Tel: (03) 9470 8288

Email: kirstie@ajdines.com.au

File Reference: 007454

32A FINANCIAL MATTERS

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

Their total does not exceed \$4,000.00

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 apart from Land Tax if the property is not the Purchaser's principle place of residence

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.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(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

Planning Scheme:

Responsible Authority:

Zoning:

Planning Overlay/s: See attached

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land, unless disclosed herein,

however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

Apart from those disclosed above, the Vendor/s are not aware of what permits (if any) in relation to the property have or have not been obtained.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(a) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected at the Purchaser's cost.

32I TITLE

Attached are the following document/s concerning Title:

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.

32J DOCUMENTS

- (a) Certificate of Title Volume 6289 Folio 607;
- (b) Title Plan No. 432396X;
- (c) Certificate of Title Volume 10555 Folio 050;
- (d) Title Plan No. 017764L;
- (e) Anstat Roads Certificate;
- (f) Darebin City Council Rate Notice;
- (g) Yarra Valley Water Information Statement;

- (h) Planning Property Report;
- (i) Anstat Planning Certificate;
- (j) Enduring Power of Attorney; and
- (k) Due Diligence Checklist.

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 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*.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Signed by MARIA RULLO by her Attorney COS RULLO pursuant to Enduring Power of Attorney dated 7th December 2015

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 6289 Folio 607

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

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

VOLUME 06289 FOLIO 607

Security no : 124120752373Y
Produced 18/12/2024 09:59 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 432396X (formerly known as part of Lot 374 on Plan of Subdivision 007180, part of Lot 375 on Plan of Subdivision 007180).

PARENT TITLE Volume 05314 Folio 721

Created by instrument 1728727 01/05/1939

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MARIA RULLO of 8 SUFFOLK AVENUE COBURG

F454764 11/09/1974

ENCUMBRANCES, CAVEATS AND NOTICES

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 TP432396X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information

via LANDATA® System. Delivered at 18/12/2024, for Order Number 86519695. Your reference: RULLO007454.

TITLE PLAN	EDITION 1	TP 432396X
------------	-----------	------------

<p>Location of Land</p> <p>Parish: KEELBUNDORA</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion: 12 (PT)</p> <p>Last Plan Reference: LP7180</p> <p>Derived From: VOL 6289 FOL 607</p> <p>Depth Limitation: NIL</p>	<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
--	--

<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 13/12/2000</p> <p>VERIFIED: AK</p>
--	---

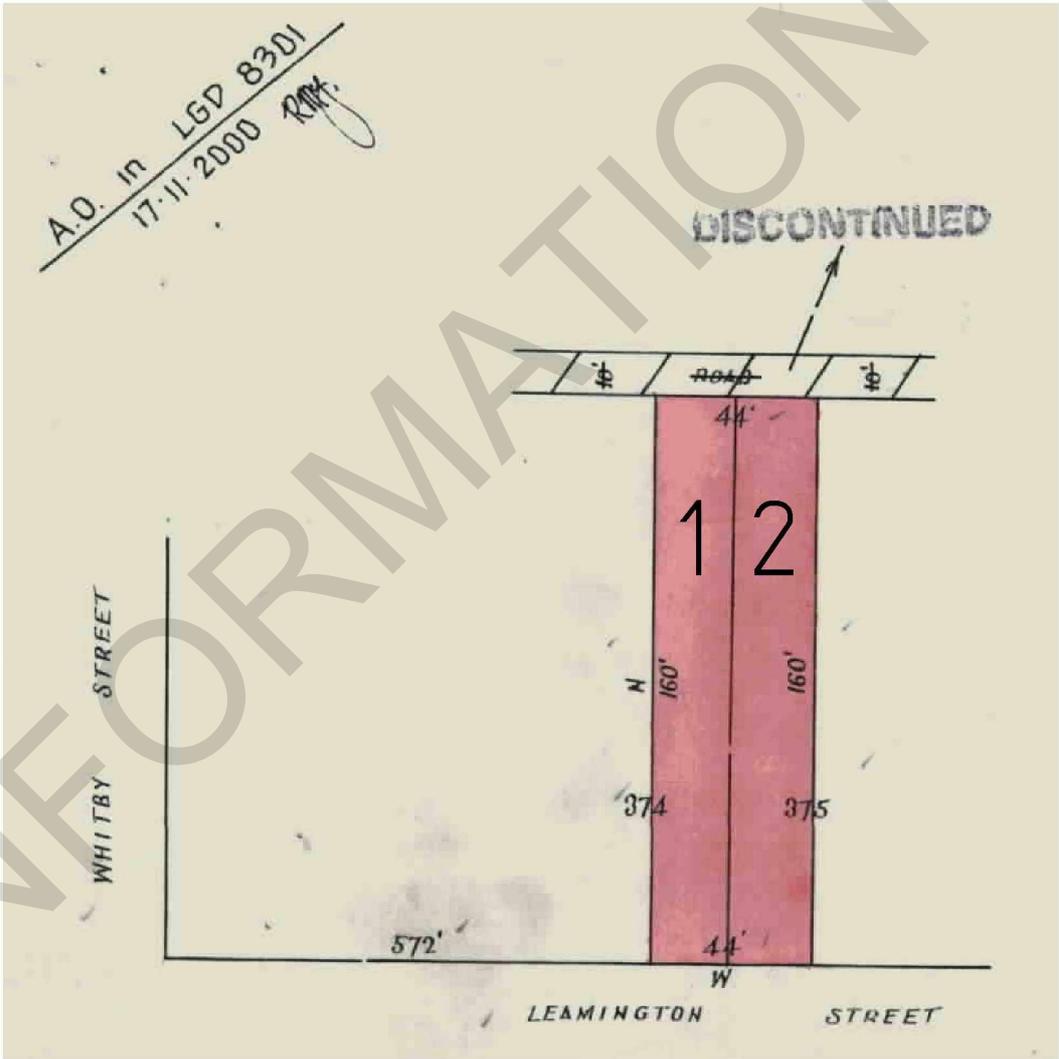


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = LOT 374 (PT) ON LP7180
PARCEL 2 = LOT 375 (PT) ON LP7180

Register Search Statement - Volume 10555 Folio 050

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

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

VOLUME 10555 FOLIO 050

Security no : 124121465281Y
Produced 24/01/2025 10:04 AM

LAND DESCRIPTION

Lot 14 on Title Plan 017764L.
PARENT TITLE Volume 02176 Folio 018
Created by instrument X129942J 01/11/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARIA RULLO of 34 LEAMINGTON STREET RESERVOIR 3073
X129942J 01/11/2000

ENCUMBRANCES, CAVEATS AND NOTICES

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 TP017764L 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: LEAMINGTON STREET RESERVOIR VIC 3073

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 24/01/2025, for Order Number 86781329. Your reference: Rullo 007454.

TITLE PLAN	LV USE ONLY EDITION 4	PLAN NUMBER TP017764L
-------------------	---------------------------------	---------------------------------

LOCATION OF LAND PARISH KEELBUNDORA TOWNSHIP - SECTION - CROWN ALLOTMENT - CROWN PORTION 12 (PART) LV BASE RECORD CHART 72 (2856) LAST PLAN REFERENCE LP7180 DEPTH LIMITATION DOES NOT APPLY PARENT TITLE REFERENCE VOL.2176 FOL.018 AMG CO-ORDINATES E 324 070 (APPROX CENTRE OF LAND IN PLAN) N 5 824 050 ZONE 55	WARNING THIS PLAN REPRESENTS AN EXPECTED DIVISION OF LAND ANY ONE LOT MAY NOT HAVE BEEN CREATED CHECK THE LOT/PLAN INDEX FOR CURRENT INFORMATION NOTATIONS THIS PLAN IS NOT BASED ON SURVEY
---	--

EASEMENT INFORMATION

LEGEND A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	THIS PLAN HAS BEEN PREPARED FOR LAND VICTORIA FOR TITLE DIAGRAM PURPOSES. CHECKED BY: <i>[Signature]</i> DATE 27/11/00 ASSISTANT REGISTRAR OF TITLES
ALL THE LAND IN THIS PLAN	AS PROVIDED FOR IN SEC 207C LGA 1989	SEE DIAGRAM	SEC.207C LGA 1989	YARRA VALLEY WATER LTD.	
LOTS 1-24 AND E-1	AS PROVIDED FOR IN SEC 207C LGA 1989	SEE DIAGRAM	SEC 207C LGA 1989	CITY OF DAREBIN	
E-2	DRAINAGE	SEE DIAG	X195554S	CITY OF DAREBIN	
LOT 30	DRAINAGE	SEE DIAG	X376621B	DAREBIN CITY COUNCIL	
LOT 28	DRAINAGE	SEE DIAG	AD182581J	DAREBIN CITY COUNCIL	

BARKER MONAHAN A.C.N. 005 394 865 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT RD WEST PRESTON 3072 P.O. BOX 218 PRESTON, VIC 3072 TELEPHONE 9478 6133 FAX 9470 5189	LICENSED SURVEYOR DAVID JOHN MONAHAN SIGNATURE DATE / / REF. 10687 VERSION 01 COMPUTER FILE: 0687TP1DWG DATE: 17/08/2000	FILE NO : LGD 8301 DEALING CODE : LGA SHEET 1 OF 4 SHEETS ORIGINAL SHEET SIZE A3
---	---	---

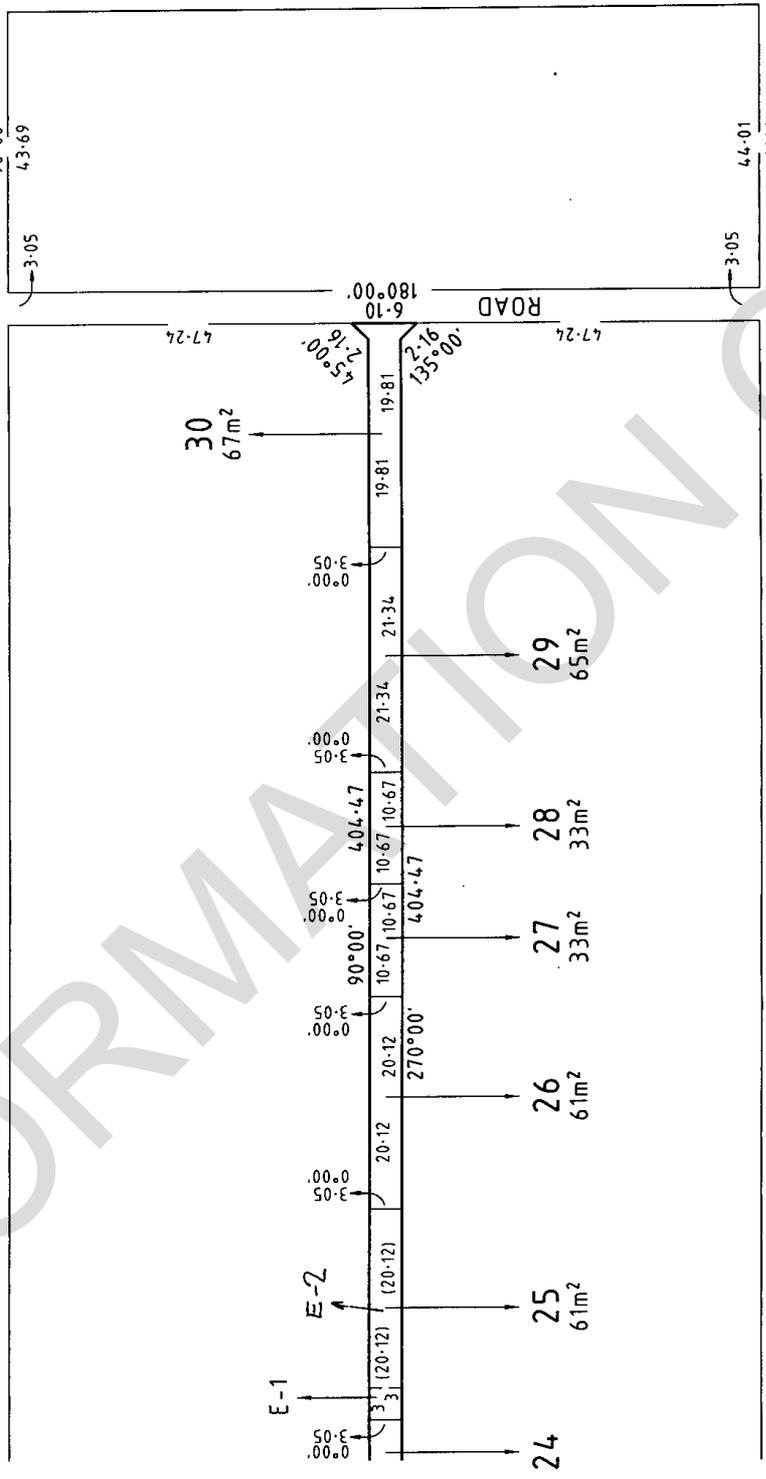
TITLE PLAN

LV USE ONLY
EDITION

PLAN NUMBER
TP017764L

BARTON STREET

HIGH STREET



SEE SHEET 3 FOR CONTINUATION

SCALE 1:500 LENGTHS ARE IN METRES

BARKER MONAHAN
 A/C N 005 394 865
 SURVEYORS, DEVELOPMENT AND
 LOCAL GOVERNMENT CONSULTANTS
 581 GILBERT RD WEST PRESTON 3072
 P.O. BOX 218 PRESTON, OX97ZB
 TELEPHONE 9478 6333 FAX 9470 5189

LICENSED SURVEYOR DAVID JOHN MONAHAN
 SIGNATURE DATE / /
 REF 10687 VERSION 01
 COMPUTER FILE: 0687TP4.DWG DATE 17/08/2000

FILE NO : LGD B301

DEALING CODE : LGA
 SHEET 4 OF 4 SHEETS
 ORIGINAL SHEET SIZE A3

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
TP17764L

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
E-2		CREATION OF EASEMENT (SEC.45 TLA 1958)	X195554S			2	
Lot 30		CREATION OF EASEMENT	X376621 ^B			3	
LOT 28		CREATION OF EASEMENT	AD182581J			4	J.F.M.





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham
GPO BOX 1612
BRISBANE 4001

Client Reference: 86797474 127766254

NO PROPOSALS. As at the 28th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

34 LEAMINGTON STREET, RESERVOIR 3073
CITY OF DAREBIN

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

Date of issue: 28th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75643878 - 75643878140434 '86797474
127766254'



RATES INSTALMENT NOTICE

For the period 1 July 2024 to 30 June 2025

ASSESSMENT NUMBER
27895 2

DATE OF ISSUE
13th January 2025


M Rullo

Instalment Amount Due
\$479.00
Payable By:
28th February 2025



030
1008667
DLX1 19445

Any overdue rates and charges shown on this notice are payable immediately

Property Address **34 Leamington Street RESERVOIR VIC 3073**
Property Description
Property Owner **M Rullo**

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
1st January 2024	830,000		51,500	110.3

Instalment Details

Third Instalment due 28th February 2025	\$479.00
Total Amount Due	\$479.00



Payments made after the 10th January 2025 may not be reflected on this notice.

If you are experiencing payment difficulties, please contact our Revenue Services Unit by email to revenue@darebin.vic.gov.au or by telephone on 8470 8888.

Four Instalments

30/09/2024	30/11/2024	28/02/2025	31/05/2025
\$0.00	\$0.00	\$479.00	\$479.00



Receive your notice via email
Go to darebin.enotices.com.au

Your eNotice Reference No:

ACC11777FJ

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION, PAYMENT METHODS AND CONTACT DETAILS

Name: M Rullo

Property Address: 34 Leamington Street RESERVOIR VIC 3073

Assessment No. **278952**

Amount Due: **\$479.00**

Payable By: **28th February 2025**



Visit: www.darebin.vic.gov.au
Assessment No. **27895 2**



Billpay Code: 0325
Ref: 0278 952

To pay this bill visit any Post Office, phone 13 18 16, or go to postbillpay.com.au

POST billpay



*325 0278952 Amount \$479.00



Billers Code: 7831
Ref: 0278952



Call: 1300 954 297
Assessment No. 27895 2



Council Use Only

BPAY this payment via Internet or phone banking
BPAY View - *View and pay this bill using internet banking
BPAY View Registration No.: 0278952

28th January 2025

Arthur J Dines & Co via Dye & Durham Property Pty
DYEDURHAM

Dear Arthur J Dines & Co via Dye & Durham Property Pty ,

RE: Application for Water Information Statement

Property Address:	34 LEAMINGTON STREET RESERVOIR 3073
Applicant	Arthur J Dines & Co via Dye & Durham Property Pty DYEDURHAM
Information Statement	30913828
Conveyancing Account Number	2469580000
Your Reference	Rullo 007454

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. 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	34 LEAMINGTON STREET RESERVOIR 3073
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	34 LEAMINGTON STREET RESERVOIR 3073
------------------	-------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

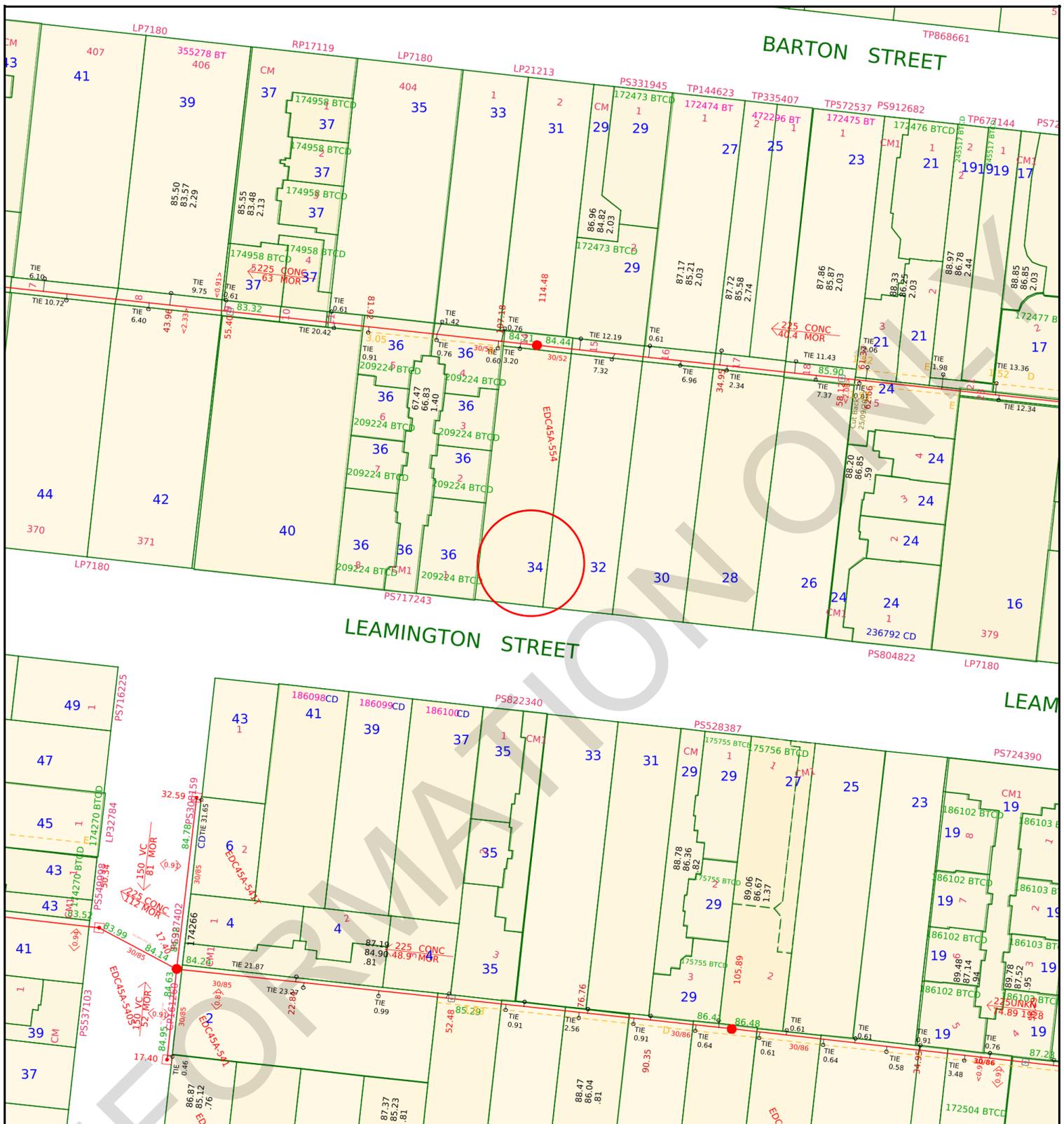
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30913828**

Address	34 LEAMINGTON STREET RESERVOIR 3073
Date	28/01/2025
Scale	1:1000



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

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

Arthur J Dines & Co via Dye & Durham Property Pty
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 2822660000
Rate Certificate No: 30913828

Date of Issue: 28/01/2025
Your Ref: Rullo 007454

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 LEAMINGTON ST, RESERVOIR VIC 3073	1\TP432396	1137125	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 24.000000kL x \$3.43420000 = \$82.42</i> Estimated Average Daily Usage \$0.90	04-09-2024 to 05-12-2024	\$82.42	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
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		\$188.91



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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: 1137125

Address: 34 LEAMINGTON ST, RESERVOIR VIC 3073

Water Information Statement Number: 30913828

HOW TO PAY



Biller Code: 314567
Ref: 28226600003

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

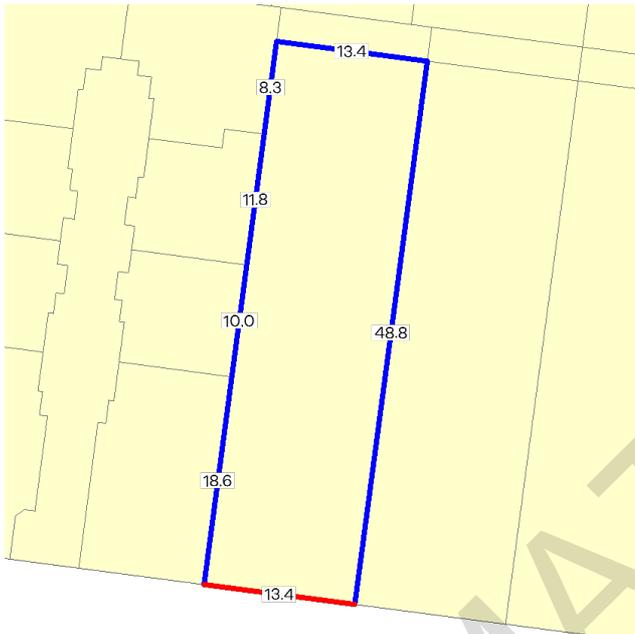
PROPERTY DETAILS

Address: **34 LEAMINGTON STREET RESERVOIR 3073**
 Lot and Plan Number: **This property has 2 parcels. See table below**
 Standard Parcel Identifier (SPI): **See table below**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **194786**
 Directory Reference: **Melway 18 G4**

www.darebin.vic.gov.au

SITE DIMENSIONS

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



Area: 654 sq. m

Perimeter: 124 m

For this property:

— Site boundaries

— Road frontages

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

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

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

PARCEL DETAILS

Lot/Plan or Crown Description	SPI
Lot 1 TP432396	1\TP432396
Lot 2 TP432396	2\TP432396

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 18 December 2024 09:31 AM

PROPERTY DETAILS

Address: **34 LEAMINGTON STREET RESERVOIR 3073**
Lot and Plan Number: **More than one parcel - see link below**
Standard Parcel Identifier (SPI): **More than one parcel - see link below**
Local Government Area (Council): **DAREBIN**
Council Property Number: **194786**
Planning Scheme: **Darebin**
Directory Reference: **Melway 18 G4**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

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

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

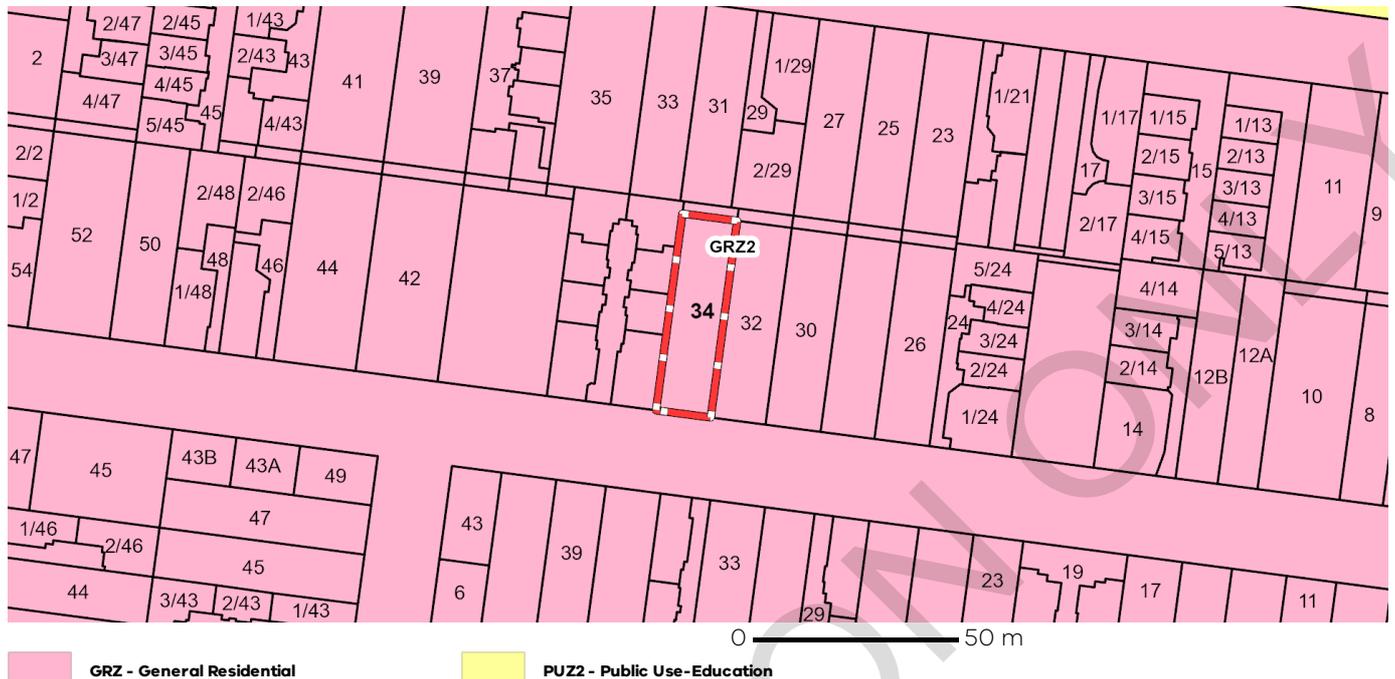
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

[HERITAGE OVERLAY \(HO\)](#)

Planning Zones

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

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



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

INFORMATION

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



Planning Certificate



PROPERTY DETAILS

Property Address: 34 LEAMINGTON STREET RESERVOIR VIC 3073
Title Particulars: Vol 6289 Fol 607, Vol 10555 Fol 050
Vendor: MARIA RULLO
Purchaser: N/A

Certificate No: 86797474

Date: 28/01/2025
Matter Ref: Rullo 007454
Client: Arthur J Dines & Co



MUNICIPALITY

DAREBIN



PLANNING SCHEME

DAREBIN PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

DAREBIN CITY COUNCIL



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 2



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

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

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

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

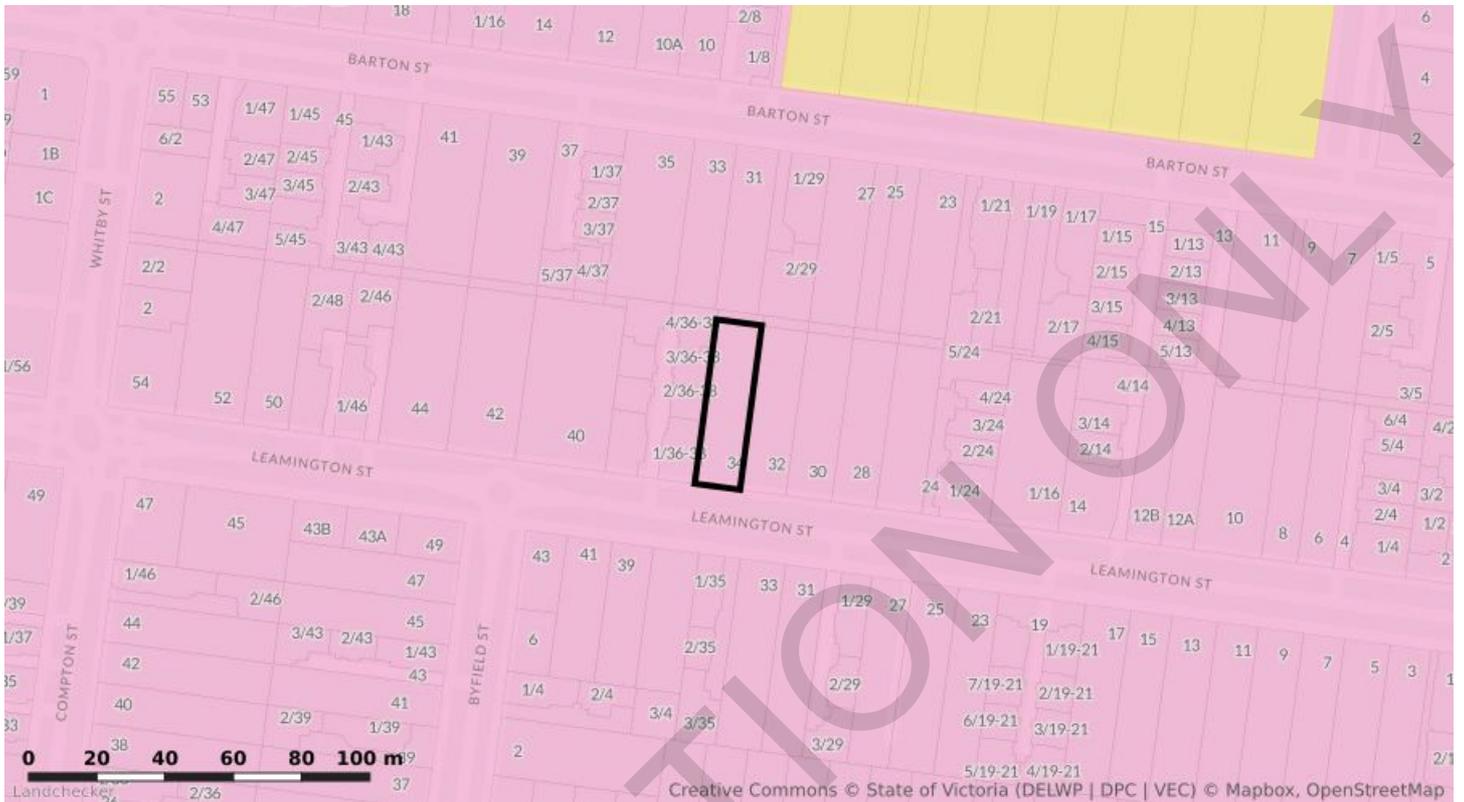
STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

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

 **PLANNING ZONES MAP**



ZONING

- GRZ2 - GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- PUZ2 - PUBLIC USE ZONE - EDUCATION

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

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Enduring Power of Attorney

Regulation 5 of the Powers of Attorney Regulations 2015

This enduring power of attorney is made under Part 3 of the Powers of Attorneys Act 2014 and has effect as a deed under section 81 of the Act.

1. Appointment of attorney by the Principal

Principal

I MARIA RULLO

You, the person who appoints the attorney.

insert full name and address

The Attorney

The person you nominate to look after your legal and financial affairs.

You can appoint more than one attorney. If you appoint more than one attorney, it may be useful to appoint people who can work cooperatively and in your best interest.

insert full name and address of each attorney

Appoint

My son COS RULLO

and also appoint

Nil

- to be my attorney
- to be my joint attorneys
- to be my several attorneys
- to be my joint and several attorneys
- to be my majority attorneys
- I specify that all previous enduring powers of attorney made by me under the Powers of Attorney Act 2014 are revoked [specify if otherwise].

Note: Under section 55 of the Powers of Attorney Act 2014 any other enduring power of attorney will be revoked to the extent of any inconsistency with this enduring power of attorney, unless you specify otherwise.

Ref: 63506

Nomination of Alternative Attorney/s (optional)

If your attorney/s vacates office, you have the option to nominate someone to take their place.

I appoint

My daughter ROSA BRIFFA

You can choose more than one alternative attorney.

insert full name and address of each alternative attorney

and also appoint

Nil

as alternative attorney for

name of attorney for whom alternative attorney is appointed

My son COS RULLO

Note: Under section 31 of the Powers of Attorney Act 2014 an alternative attorney is authorised to act in the circumstances you specify in this enduring power of attorney or, if you do not specify any circumstances, in the circumstances specified in section 31(2)(b) of the Act.

2.

Authorisation

I authorise my Attorney/s:

- to do anything on my behalf that I can lawfully do by an Attorney for:
 - personal matters
 - financial matters
 - both personal and financial matters

If not authorising the Attorney/s to exercise power for all personal or financial matters, specify the matter/s and the attorney/s to whom the matter/s apply. If different attorneys are appointed for different matters, specify how these attorneys are to act; e.g. jointly and for which matters.

OR

- to do anything on my behalf that I can lawfully do by an Attorney (see section 22(1) of the Act).

3.

Commencement

The powers under this enduring power of attorney for all matters are exercisable:

Choose **one** option only. If no option is chosen the power is exercisable immediately.

- immediately on the making of this enduring power of attorney
- when I cease to have decision making capacity for the matter/s
- other time, circumstance or occasion:

specify time, circumstance or occasion when the power is exercisable

[If power for a specified matter/s is exercisable at a different time, circumstance or occasion to other matter/s in the enduring power of attorney, specify the matter/s and when exercisable.]

4.

Conditions and Instructions

You can place conditions on or give instructions to your attorney.

The exercise of power under this enduring power of attorney is subject to the following conditions and/or instructions:

insert conditions or instructions (if any)

NIL

If you do not want to place any conditions or give instructions, write the word 'NIL' in the space provided.

5.

Your signature to make the appointment

You must sign and have it witnessed by two (2) witnesses, one (1) person must be either authorised to witness affidavits or a medical practitioner.

Marie Paulk

Signature of principal:

Date: 7 12 15

- I signed this enduring power of attorney at the direction of and in the presence of the principal.

Name and address of person signing at direction of principal

6.

Certificate of Witnesses

Witnessed by:

Name and address of witness

First Witness

Antonio Rullo

Name and address of witness

Second Witness

TREVOR YEO

1st Floor, 9 -11 Pultney Street
Dandenong VIC 3175

Each witness certifies that: A clerk to an Australian legal practitioner within the meaning of the Legal Profession Act 2004 (Victoria)
 the principal appeared to freely and voluntarily sign this instrument in our presence; and

If witnessing another person signing at the direction of and in the presence of the principal

in our presence, the principal appeared to freely and voluntarily direct the person to sign for the principal and that person signed this instrument in our presence and in the presence of the principal; and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney; and
- we are not care workers or accommodation providers for the principal.

If witnessing another person signing this enduring power of attorney at the direction of and in the presence of the principal

we are not the person who is signing at the direction of the principal.

If first witness is acting as a medical practitioner or person authorised to witness affidavits insert qualification

Antonio Rullo

Signature of First Witness:

Date: 07/12/2015

Qualification: Australian Lawyer

If second witness is acting as a medical practitioner or person authorised to witness affidavits insert qualification

Trevor Yeo

Signature of Second Witness:

Date: 7/12/2015

Qualification: LAW CLERK.

7.

Statement of Acceptance of Appointment – Attorney

insert full name and address COS RULLO

I accept my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the *Powers of Attorney Act 2014* that relate to enduring powers of attorney.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.


.....
Signature of attorney:

Date: 7-12-2015

Witnessed by:

[insert full name and address of witness]

TREVOR YEO
1st Floor, 9 -11 Pultney Street
Dandenong VIC 3175
I witnessed the signing of the statement of acceptance by the attorney.
A clerk to an Australian legal practitioner within the meaning of the *Legal Profession Uniform Law (Victoria)*


.....
Signature of witness:

Date: 7-12-2015

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

Statement of Acceptance of Appointment – Alternative Attorney

insert full name and address ROSA BRIFFA

I accept my appointment as alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
 - I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
 - I undertake to act in accordance with the provisions of the *Powers of Attorney Act 2014* that relate to enduring powers of attorney;
 - I understand the circumstances in which the alternative attorney is authorised to act under the *Powers of Attorney Act 2014*; and
 - I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the *Powers of Attorney Act 2014*.
- I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

Rosetta 

Signature of **alternative attorney**:

Date: 7-12-15

Witnessed by:

insert full name and address of witness

TREVOR YEO

1st Floor, 9 -11 Pultney Street
Dandenong VIC 3175

I witnessed the signing of the statement of acceptance by the alternative attorney. A clerk to an Australian legal practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Trevor Yeo 

Signature of witness:

Date: 7-12-2015

Note: Each alternative attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR:

MARIA RULLO

PROPERTY:

34 LEAMINGTON STREET
RESERVOIR VIC 3073 AND THE
DISCONTINUED REAR
LANEWAY PORTION OF 34
LEAMINGTON STREET
RESERVOIR VIC 3073

CONTRACT OF SALE
INCORPORATING STATEMENT
PURSUANT TO SECTION
32 OF THE SALE OF LAND ACT

Vendor's Legal Practitioner:

Messrs. Arthur J. Dines & Co.,
Lawyers & Property Law Consultants,
Suite 10, Level 1,
2 Enterprise Drive,
Bundoora 3083

Phone: 9470-8288
Email: kirstie@ajdines.com.au
Ref: 007454