

CONTRACT OF SALE

**VENDORS: JOHN RICHARD BAMBOROUGH AND
ANA BAMBOROUGH (FORMERLY FATIKHAYATI)**

PROPERTY: 3 GAMBIER COURT, LALOR VIC 3075



HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400
REF: 23957

CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: 3 GAMBIER COURT, LALOR VIC 3075

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

The terms of this contract are contained in the:

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

In that order of priority

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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** that is in accordance with Division 2 of Part II of that 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20.....

Print name(s) of person(s) signing:

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

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

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing **JOHN RICHARD BAMBOROUGH and ANA BAMBOROUGH (Formerly FATIKHAYATI) ..**

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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO
219 HIGH STREET, THOMASTOWN VIC 3074

Tel: 9465 7766

Fax: 9464 3177

Ref:

Email: thomastown@rataandco.com.au;
settlements.officer@rataandco.com.au;
nicole.jahne@rataandco.com.au

VENDOR

JOHN RICHARD BAMBOROUGH AND ANA BAMBOROUGH
(FORMERLY FATIKHAYATI)

Tel:

Fax:

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 23957

Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

PROPERTY ADDRESS

3 GAMBIER COURT, LALOR VIC 3075

LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 475	On Plan 091787
Volume 08931 Folio 655		

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 folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

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

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

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:

GST – RESIDENTIAL WITHHOLDING PAYMENT

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

SETTLEMENT

(General Condition 10)

Is due on

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of; The above date;

or

14 days after the vendor gives notice to the purchaser of registration of the plan.

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

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

(refer to general condition 14)

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

Lender:

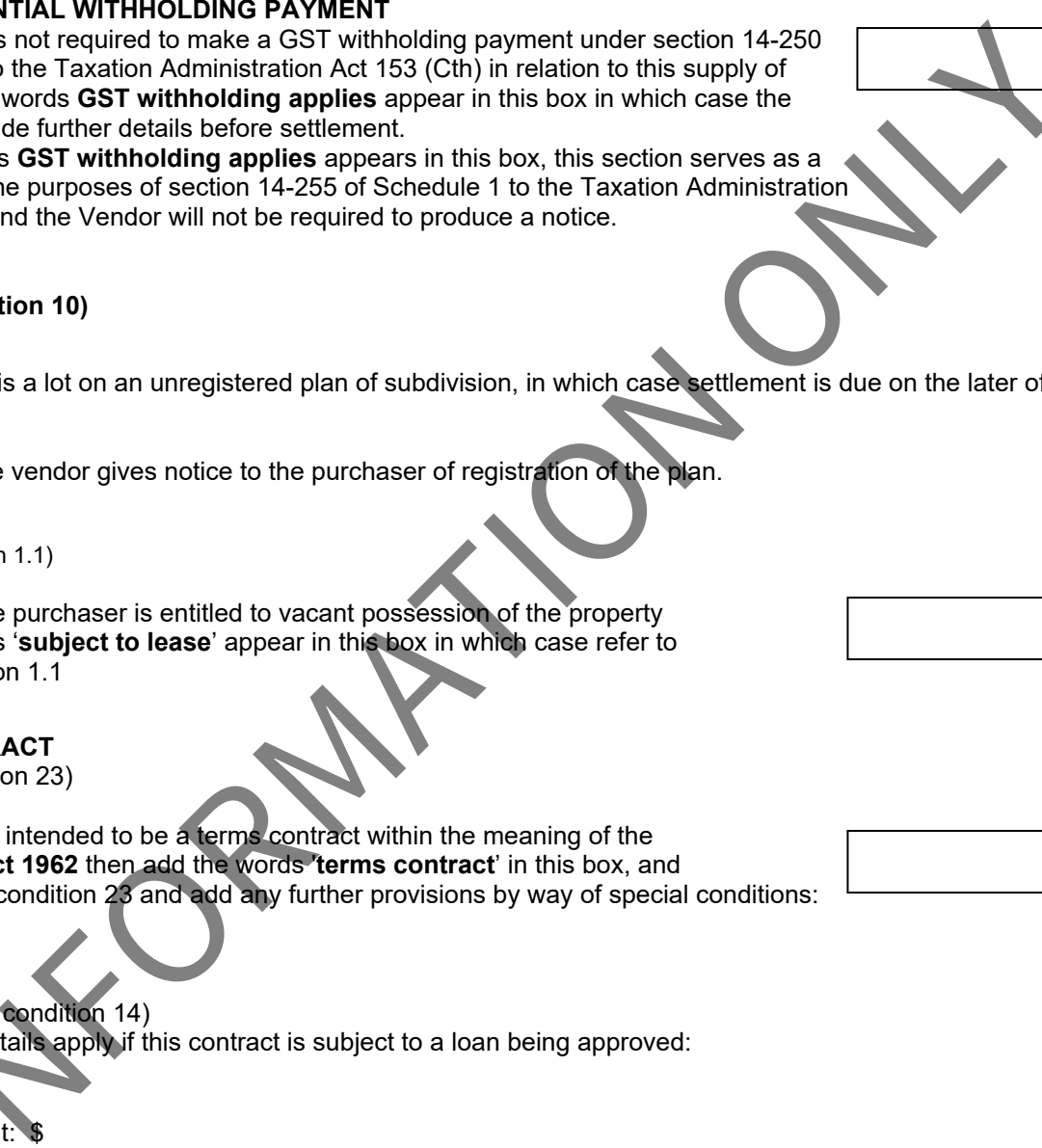
Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS



CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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 warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 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.
- 2.4 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 a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

7. DUTIES ONLINE SETTLEMENT STATEMENT

The Vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The Purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

9. BUILDER WARRANTY INSURANCE

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

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, 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) by 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.

However, unless otherwise agreed:

- (d.) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e.) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 S27 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 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 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 adjustments 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) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 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 authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on 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 a 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 seven (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 the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

SPECIAL CONDITIONS

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "EC"

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
 - (a). be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b). ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c). conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
 - (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
 - (a). electronically on the next business day; or
 - (b). at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The purchaser must before settlement:
 - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
 - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
 - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
 - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
 - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.
- 1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2. **Compliance with Sale of Land Act**

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

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**

General Condition 12.4 is added:

12.4 Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses:

- 15.3 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, by no later than five (5) business days prior to settlement.
- 15.4 The calculation of adjustments shall be on the basis of the proportional value of the land sold disregarding any statutory benefit or exemption.

7. **Notices**

General Condition 21 is replaced with the following:

21.NOTICES

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

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

- (a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).
- (b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10. Condition of Property and Chattels

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale as the Purchaser buys as is.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

11. Representation and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

12. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

13. Default

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional three per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

14. Cancellation and or Re-Scheduling

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or re-scheduled be liable for the Vendors costs for re-attendance and re-scheduling fee.

15. Settlement Cheques

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

16. Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties.

17. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

18. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

19. Auction

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

Foreign Resident Capital Gains Withholding;

- 19.1 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;
- 19.2 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 Commission 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.
- 19.3 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 19.4 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.
- 19.5 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 this special condition; and
 - (b) Ensure that the representative does so.
- 19.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must;
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) Promptly provide the vendor with proof of payment; and
 - (c) Otherwise comply, or ensure compliance with, this special condition; despite
 - (d) Any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) Any other provision in this contract to the contrary.
- 19.7 The representative is taken to have complied with the obligations in special condition 18.6 if;
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA 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;
- 19.8 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 date of settlement.
- 19.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of 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.
- 19.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

20. **GST Withholding Payments and Notifications**

- 20.1 In this Special Condition 21.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
 - (b) **Commissioner** has the meaning given to that term in the TA Act;
 - (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
 - (d) **Operative Date** means 1 July 2020.
 - (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
 - (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
 - (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

20.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

20.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

20.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

20.5 This special condition will not merge on settlement.

22. **Release of Security – General Condition 8**

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

23. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed and agreed to.

GUARANTEE

I/We

Both of:

Being the **Sole Director / Directors** ofACN.....
(called "The Guarantor(s)") 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 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 monies 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 we have hereunto set out hands and seals

This day of 202

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:

VENDORS SECTION 32 STATEMENT

Vendor: JOHN RICHARD BAMBOROUGH AND
ANA BAMBOROUGH (FORMERLY FATIKHAYATI)

Property: 3 GAMBIER COURT, LALOR VIC 3075

HOME CONVEYANCING RESERVOIR PTY LTD

288 Broadway, Reservoir VIC 3073

Phone: (03) 9460 9400

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: JOHN RICHARD BAMBOROUGH AND ANA BAMBOROUGH (FORMERLY FATIKHAYATI)

Property: 3 GAMBIER COURT, LALOR VIC 3075

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1.1 Are contained in the attached certificate/s.
Are as follows:

Authority

1. City Of Whittlesea
2. Yarra Valley Water

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:

- a. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

2. INSURANCE DETAILS IN RESPECT OF THE LAND

- 2.1 If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

- No such insurance has been effected.

- 2.2 If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

- No such insurance has been effected.

3. MATTERS RELATING TO LAND USE

- 3.1 Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- a. Description: As contained in the attached copy document(s).
- b. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: NOT TO THE VENDORS KNOWLEDGE.

- 3.2 This land IS NOT within a bushfire prone area within the meaning of the regulations made under the **Building Act 1993**.

3.3 There IS access to the property by road.

3.4 In the case of land to which a planning scheme applies a statement specifying—

a. name of the planning scheme: City Of Whittlesea Planning Scheme

b. name of the responsible authority: City Of Whittlesea

As contained in the attached certificate/s.

4. NOTICES MADE IN RESPECT OF LAND

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

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.2 Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.3 Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

5. BUILDING PERMITS

5.1 Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

- No such Building permit has been granted to the Vendor's knowledge.

6. INFORMATION RELATING TO ANY OWNERS CORPORATION

The land IS NOT affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

7.1 There IS NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

8. DISCLOSURE OF NON-CONNECTED SERVICES

8.1 The following services are **NOT** connected to the land—

- a. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

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

The day of this Statement is theday of20

Signed by the Vendor(s)
.....

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

The day of this Acknowledgement is theday of.....20

Signed by the Purchaser(s)
.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

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

Page 1 of 1

VOLUME 08931 FOLIO 655

Security no : 124095710490M
Produced 23/02/2022 02:31 PM

LAND DESCRIPTION

Lot 475 on Plan of Subdivision 091787.
PARENT TITLE Volume 08898 Folio 714
Created by instrument LP091787 15/06/1972

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN RICHARD BAMBOROUGH
ANA FATIKHAYATI both of 3 GAMBIER COURT LALOR 3075
AK145560R 22/01/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ757048M 22/02/2018
WESTPAC BANKING CORPORATION

COVENANT E530681 14/09/1972

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP091787 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: 3 GAMBIER COURT LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/02/2018

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	LP091787
Number of Pages (excluding this cover sheet)	3
Document Assembled	23/02/2022 14:34

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LP91787

EDITION 1

APPROVED 23/12/21

3 SHEETS
SHEET 1

COLOUR CONVERSION
BLUE = E-1
BROWN = R1

PLAN OF SUBDIVISION OF
PART OF CROWN SECTION 25
PARISH OF KEELBUNDORA

COUNTY OF BOURKE

V 8793 F 816

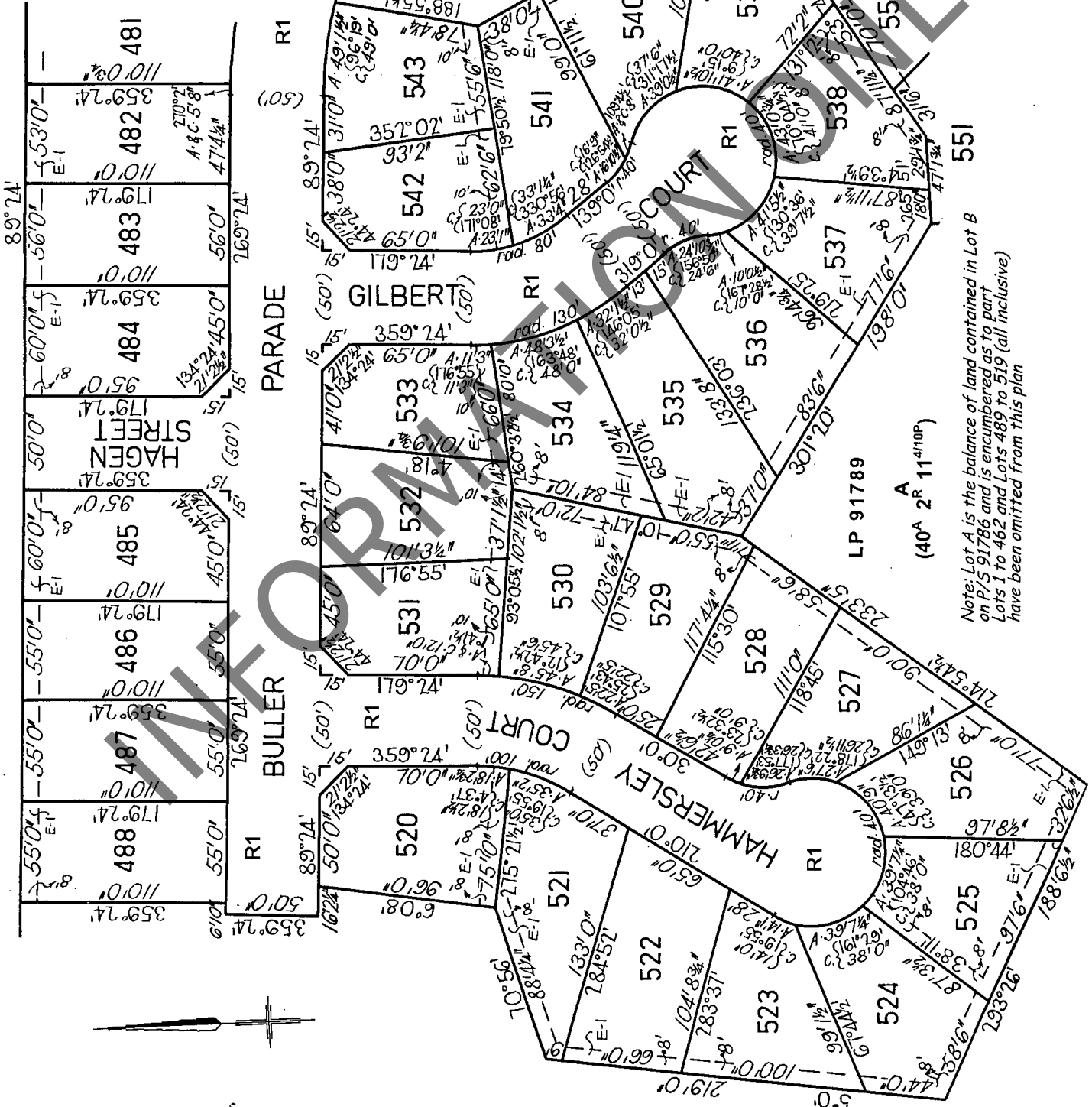
V 8744 F 882

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

APPROPRIATIONS

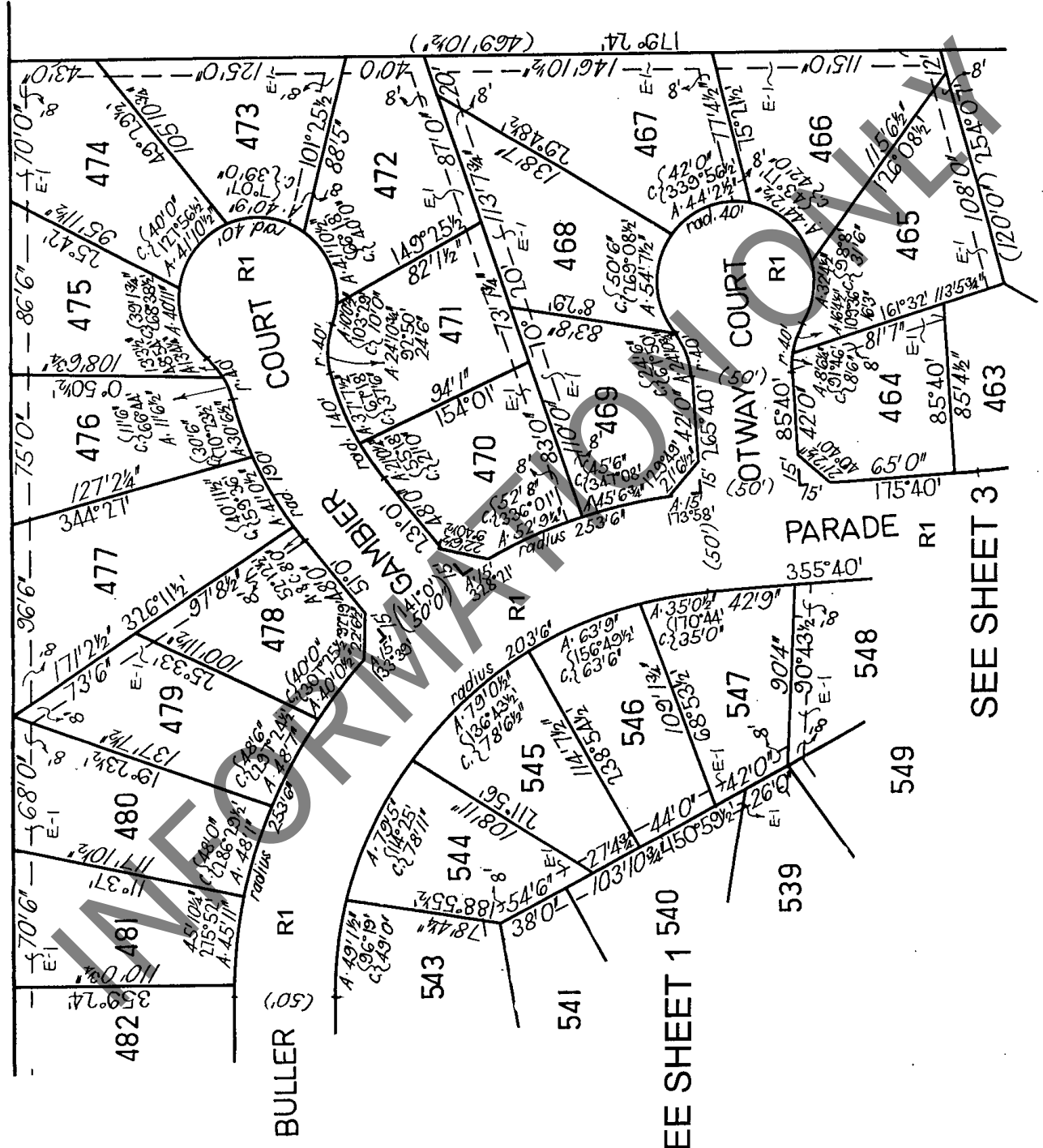
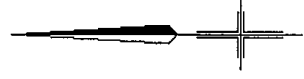
THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE



SEE SHEET 3

Note: Lot A is the balance of land contained in Lot B on P/S 91786 and is encumbered as to part Lots 1 to 462 and Lots 489 to 519 (all inclusive) have been omitted from this plan



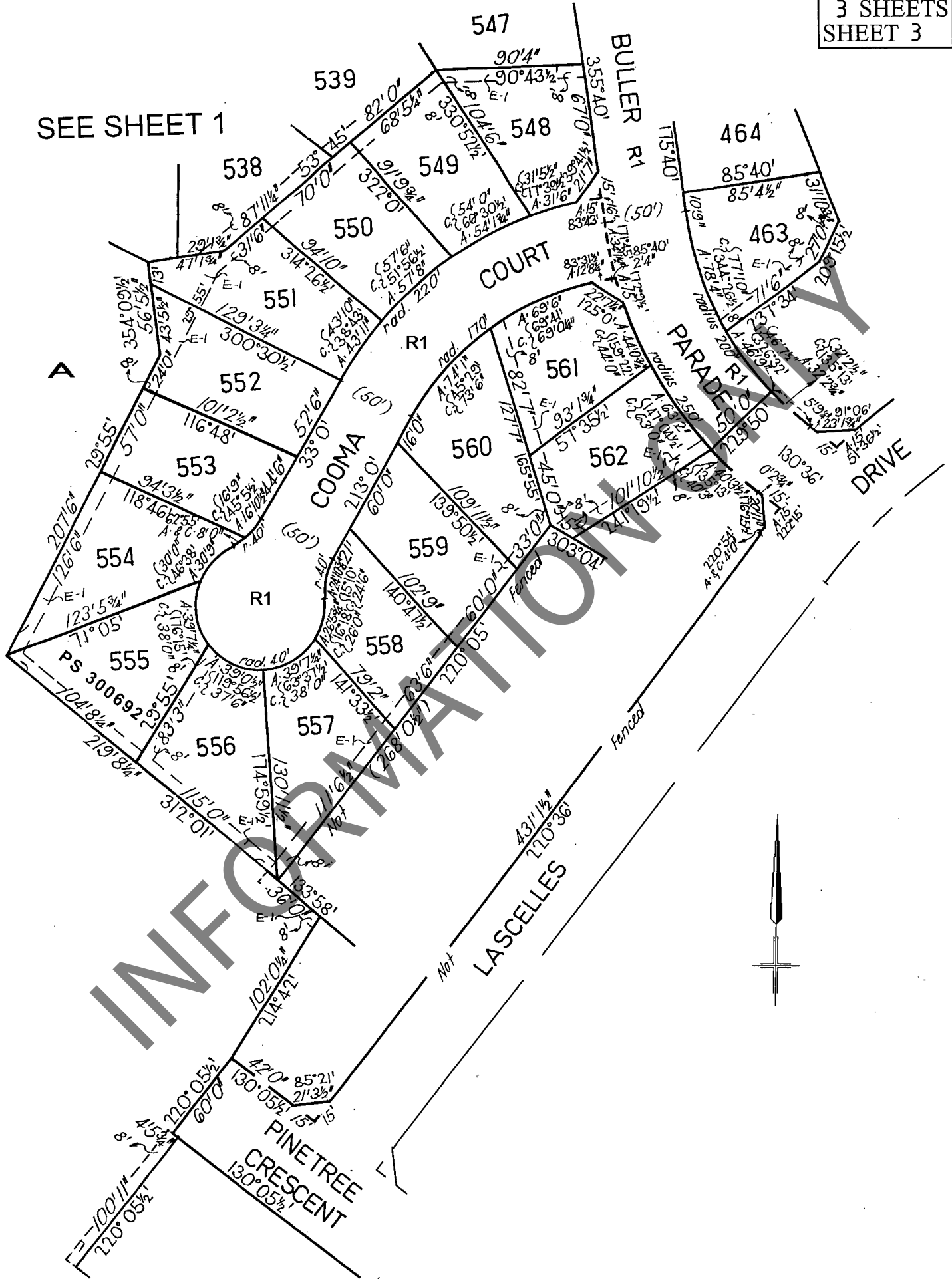
SEE SHEET 3

SEE SHEET 1 540

SEE SHEET 2

3 SHEETS
SHEET 3

SEE SHEET 1



INFORMATION

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Number of Pages (excluding this cover sheet)	4
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COMMONWEALTH TRADING BANK OF AUSTRALIA

112

E530681

12.00 L.R.I.

09-16-627930 14-SEP-72

E530681

REGD

VICTORIA

TRANSFER OF LAND

FREEHOLD

RESIDENTIAL DEVELOPMENTS PTY. LTD. of 690 Springvale Road
Mulgrave being registered as the proprietor of an estate in
fee simple in the land hereinafter described subject to the
encumbrances notified hereunder in consideration of the sum
of FOUR THOUSAND ONE HUNDRED AND TWENTY THREE DOLLARS paid
to it by KEITH HADDEN Bank Officer of 80 Strathnaver Street
Strathmore Heights HEREBY TRANSFER to the said KEITH HADDEN
all its estate and interest in all that piece of land being
Lot 475 on Plan of Subdivision No. 91787 being whole of the
land described in Certificate of Title Volume 8931 Folio 655
and the said KEITH HADDEN for himself his heirs executors
administrators and transferees the registered proprietor or
proprietors for the time being of the land hereby transferred
and of every part thereof ^{Does} DO HEREBY and as separate covenants
COVENANT with the said RESIDENTIAL DEVELOPMENTS PTY. LTD. its
successors assigns and transferees and other the registered
proprietor or proprietors for the time being of the land
comprised in the said Plan of Subdivision and every part or
parts thereof (other than the land hereby transferred) that
^{he} they will not erect or cause to be erected on the said land
any fence on the front boundary or within twenty-five feet
of same on the side boundaries or in the case of corner
allotments within ten feet of the front boundary on the side
street boundary other than a fence of not more than three feet
above ground level] and this covenant shall appear on the
Certificate of Title to issue for the said land and run with
the land

19-9-72

19-9-72

VICTORIA STRATHMORE HEIGHTS

SEP-5-72 592605 77071

LEA 101 *****6300



DE530681-1-5

19-9-72

INFORMATION ONLY

DATED the 29th day of August One thousand nine hundred and seventy two

The COMMON SEAL of RESIDENTIAL DEVELOPMENTS PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:



Director

Secretary

[Handwritten signatures for Director and Secretary]

SIGNED in Victoria by the said KEITH HADDEN in the presence of

[Handwritten signature]

[Handwritten signature]

ENCUMBRANCES REFERRED TO:

The easements (if any) as set out at the foot of the said Certificate of Title.

INFORMATION



DE530681-2-1

A memorandum of the within instrument
has been entered in the Register Book.



INFORMATION ONLY

AK 2/11
DATED 1972

RESIDENTIAL DEVELOPMENTS PTY. LTD.

to

KEITH HADDEN

TRANSFER OF LAND

J. F. Patrick,
Solicitor,
Hothlyn House,
233 Collins Street,
MELBOURNE.
Phone 620141

PROPERTY DETAILS

Address: **3 GAMBIER COURT LALOR 3075**
 Lot and Plan Number: **Lot 475 LP91787**
 Standard Parcel Identifier (SPI): **475\LP91787**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **281576**
 Directory Reference: **Melway 8 G3**

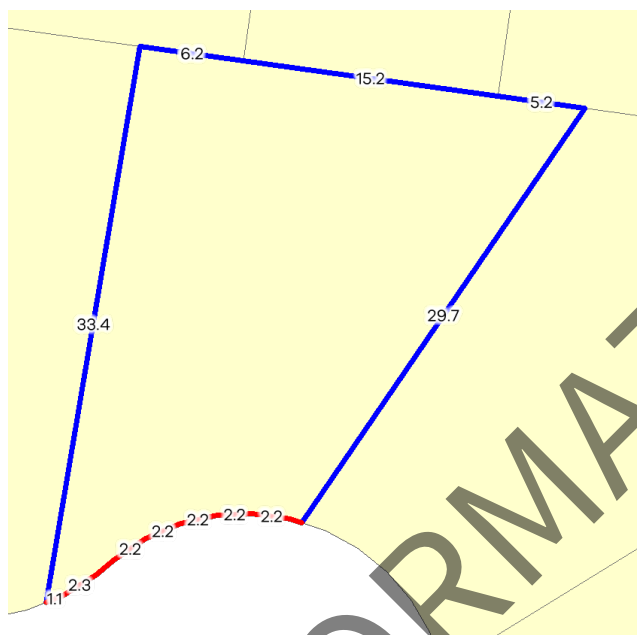
www.whittlesea.vic.gov.au

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

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>

SITE DIMENSIONS

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



Area: 570 sq. m

Perimeter: 106 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.

2 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)

Planning Overlay: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)

PROPERTY REPORT

Planning scheme data last updated on 16 February 2022.

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>

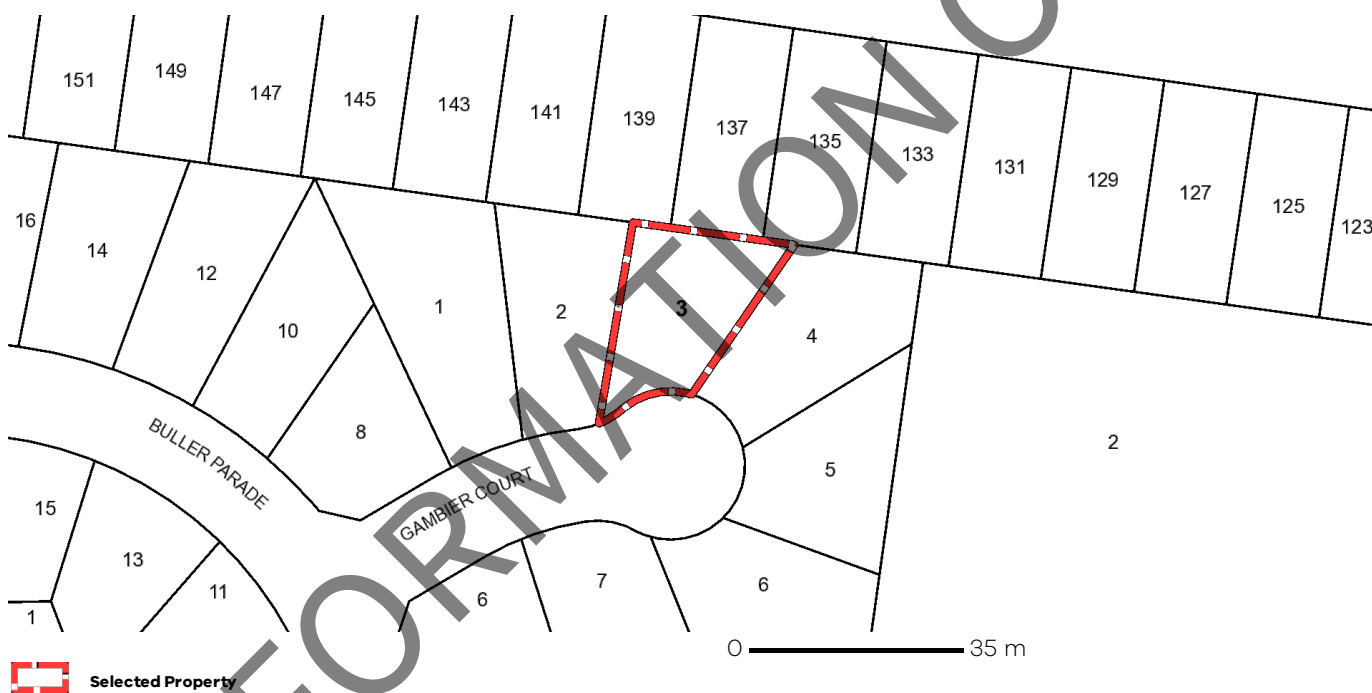
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates 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>

Area Map



From www.planning.vic.gov.au at 23 February 2022 10:14 AM

PROPERTY DETAILS

Address: **3 GAMBIER COURT LALOR 3075**
Lot and Plan Number: **Lot 475 LP91787**
Standard Parcel Identifier (SPI): **475\LP91787**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **281576**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 G3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

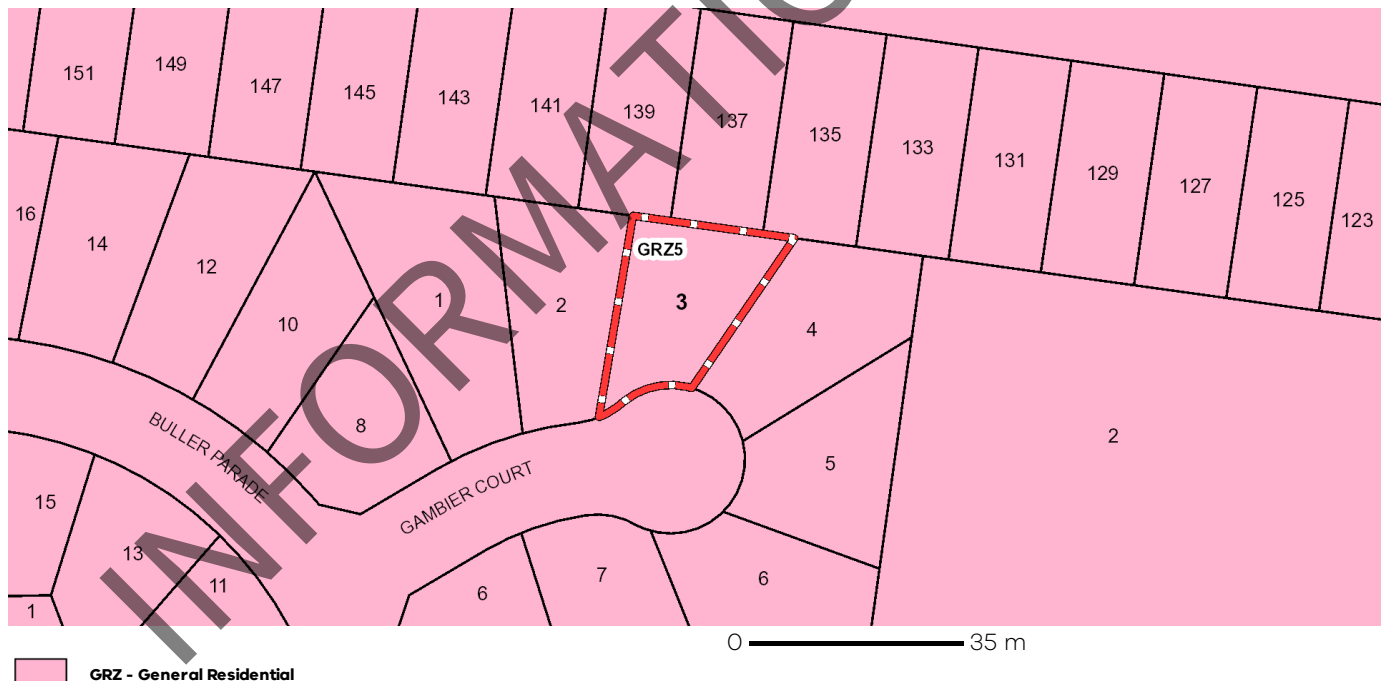
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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

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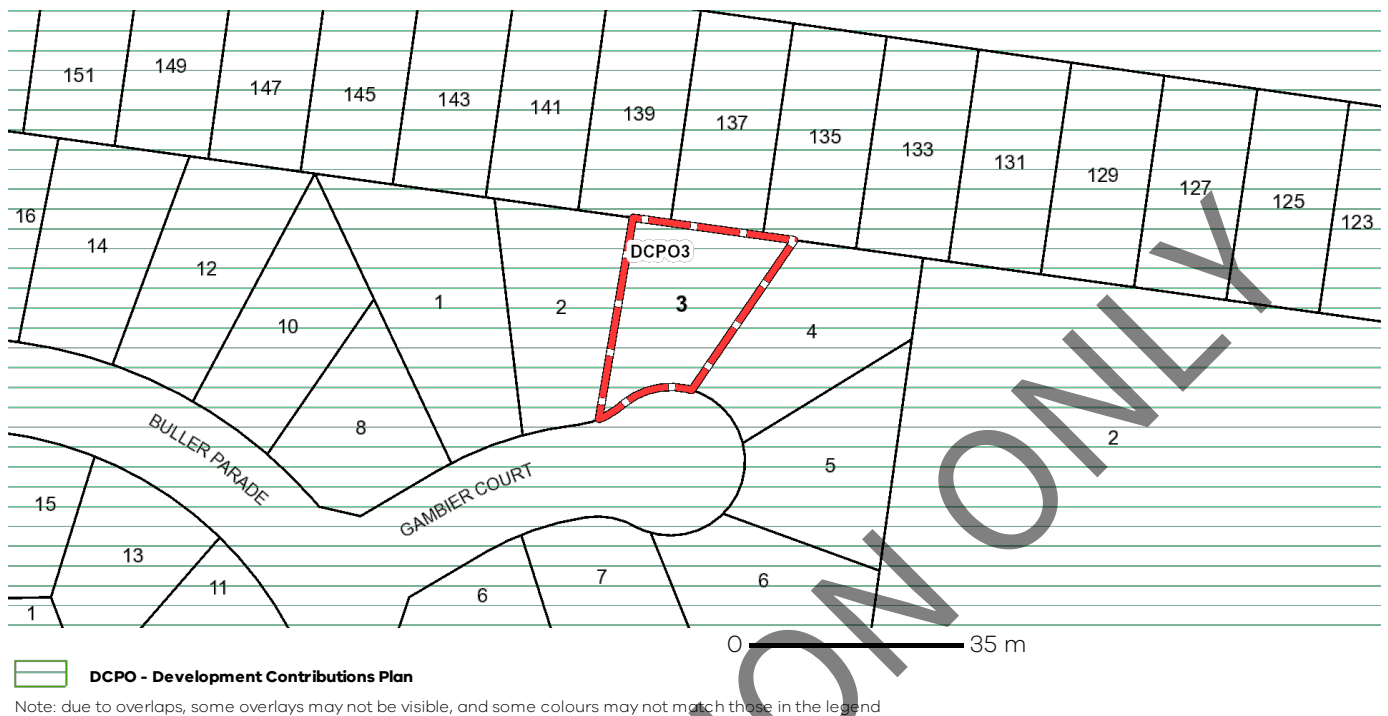
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 16 February 2022.

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

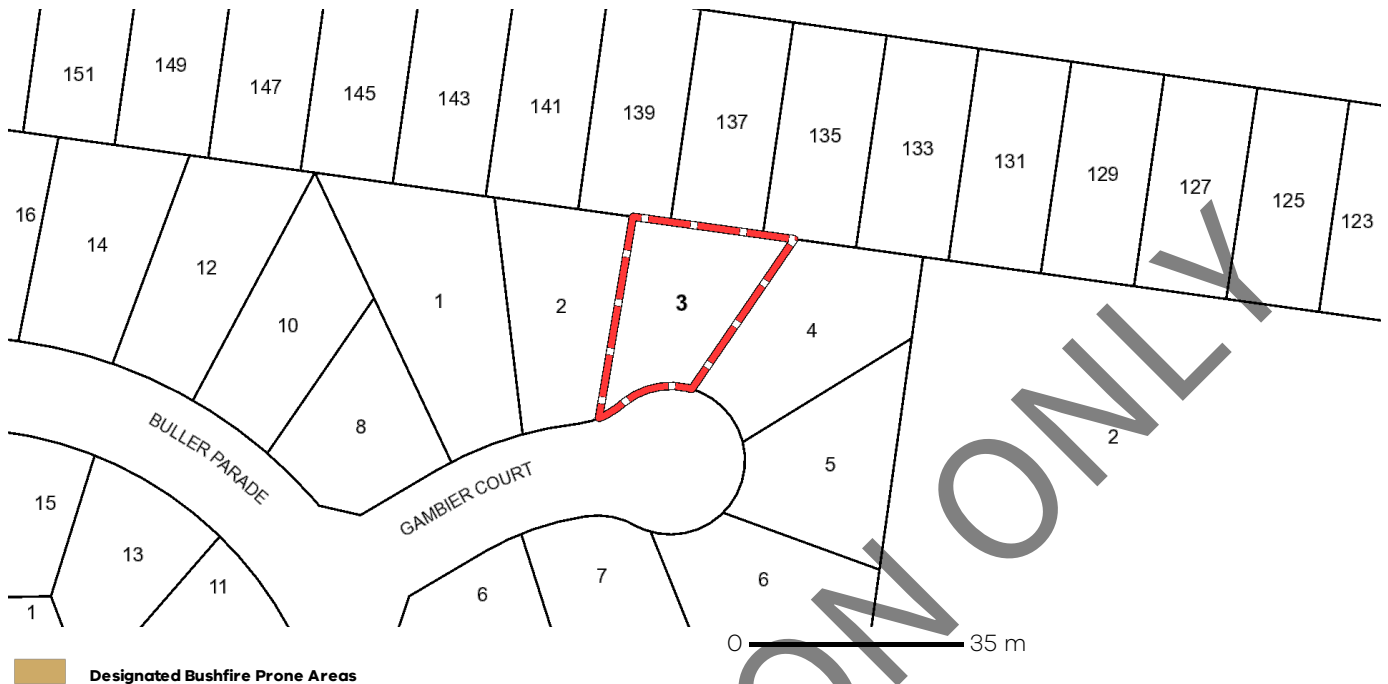
For details of surrounding properties, use this service to get the Reports for properties of interest.

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.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

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

Date of issue
18/03/2022

Assessment No.
281576

Certificate No.
141085

Your reference
23957

Home Conveyancing Reservoir Pty Ltd
PO Box 458
RESERVOIR VIC 3073

Land information certificate for the rating year ending 30 June 2022

Property location: 3 Gambier Court LALOR 3075
Description: LOT: 475 LP: 91787

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2021	1 July 2021	\$575,000	\$410,000	\$28,750

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2021 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 29 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2021	\$1,477.31
Garden waste bin charge levied on 01/07/2021	\$77.00
Fire services charge (Res) levied on 01/07/2021	\$114.00
Fire services levy (Res) levied on 01/07/2021	\$33.93
Waste Service Charge (Res/Rural) levied on 01/07/2021	\$114.40
Arrears to 30/06/2021	\$0.00
Interest to 18/03/2022	\$0.00
Other adjustments	-\$0.04
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,816.60
Balance of rates & charges due:	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

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

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 281576



Phone 1300 301 185
Ref 281576



Billers Code **5157**
Ref 281576

28th February 2022

LYDIA MARIC
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

RE: Application for Water Information Statement

Property Address:	3 GAMBIER COURT LALOR 3075
Applicant	LYDIA MARIC HOME CONVEYANCING RESERVOIR
Information Statement	30674728
Conveyancing Account Number	4859580000
Your Reference	23957 BAMBOROUGH

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3 GAMBIER COURT LALOR 3075
------------------	----------------------------

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.

INFORMATION ONLY

Melbourne Water Encumbrance

Property Address	3 GAMBIER COURT LALOR 3075
------------------	----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

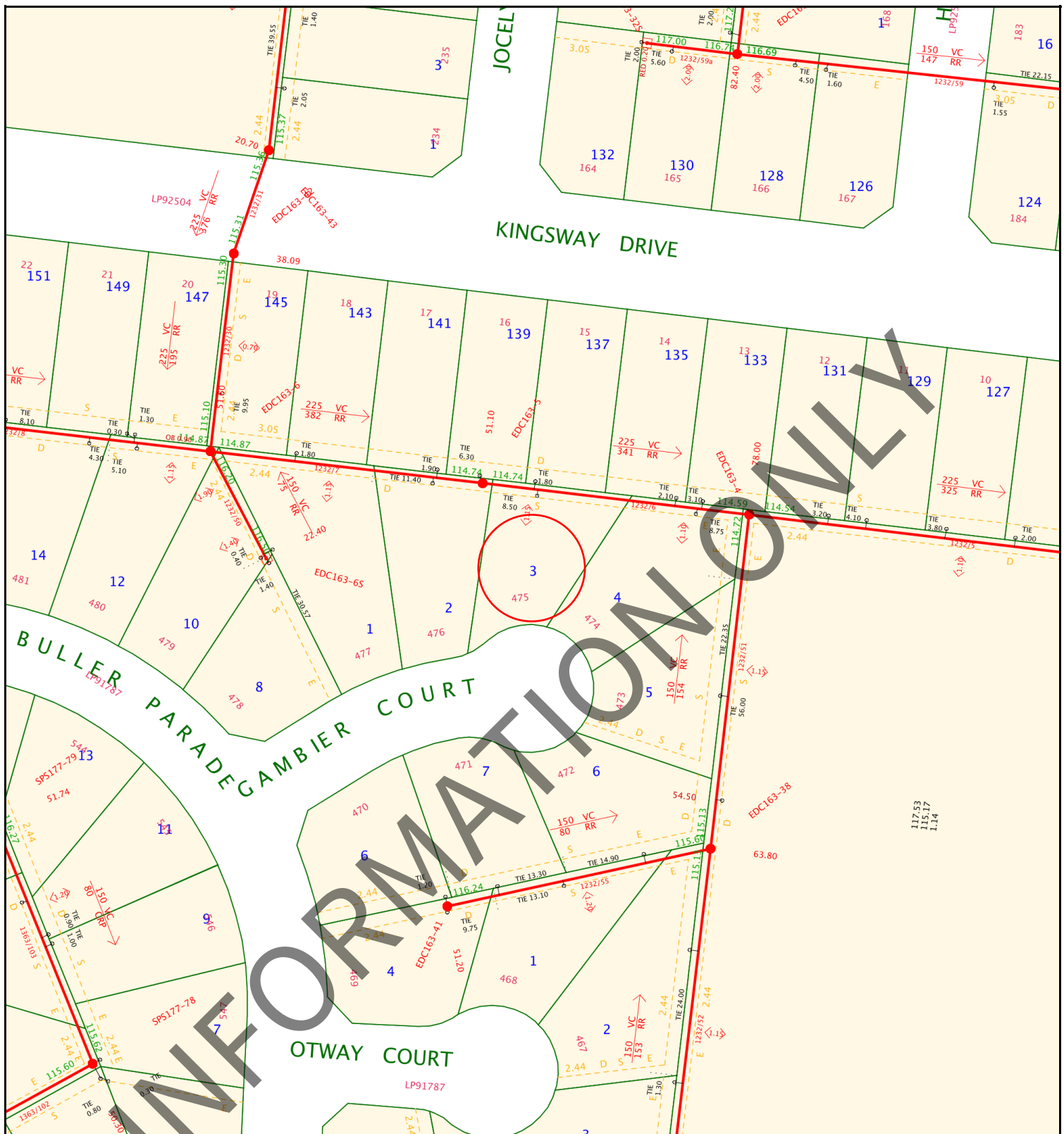
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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.

INFORMATION ONLY
















**Yarra Valley Water
Information Statement
Number: 30674728**

Address	3 GAMBIER COURT LALOR 3075
Date	28/02/2022
Scale	1:1000




Yarra Valley Water
ABN 93 066 902 501

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

LYDIA MARIC
HOME CONVEYANCING RESERVOIR
office6@homeconveyancing.com.au

RATES CERTIFICATE

Account No: 9382486678
Rate Certificate No: 30674728

Date of Issue: 28/02/2022
Your Ref: 23957 BAMBOROUGH

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 GAMBIER CT, LALOR VIC 3075	475\LP91787	1232394	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$19.28
Residential Water Usage Charge Step 1 – 42.240000kL x \$2.47490000 = \$104.54 Step 2 – 11.760000kL x \$3.13830000 = \$36.91 Estimated Average Daily Usage \$1.47	03-11-2021 to 07-02-2022	\$141.45	\$139.45
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$110.12
Residential Sewer Usage Charge 54.000000kL x 0.688695 = 37.081545 x 0.900000 = 33.373391 x \$1.14260000 = \$38.13 Estimated Average Daily Usage \$0.40	03-11-2021 to 07-02-2022	\$38.13	\$38.13
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$26.03
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		\$333.01
	Total Due		\$333.01

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

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

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

INFORMATION ONLY

Property No: 1232394

Address: 3 GAMBIER CT, LALOR VIC 3075

Water Information Statement Number: 30674728

HOW TO PAY



Biller Code: 314567
Ref: 93824866785



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1232394

Address: 3 GAMBIER CT, LALOR VIC 3075

Water Information Statement Number: 30674728

Cheque Amount: \$

Enquiries: 9217 2259

Your Ref: 23957 BAMBOROUGH

8 March 2022

Home Conveyancing Reservoir Pty Ltd

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
3 (Lot 475) Gambier Court, Lalor**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

Please refer attached details where applicable.

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely

LEO PARENTE
MUNICIPAL BUILDING SURVEYOR

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

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Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



THIS REPORT IS VALID FOR (6) MONTHS FROM THE DATE OF MOST RECENT INSPECTION.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)

- Owner-builders are required under Section 137B of the Building Act 1993 to provide Warranty Insurance for building work they have carried out on their property if the value of the work was \$16,000 or greater for the remainder of the 6 (six) year period that starts from the time of completion of construction.
- Domestic building work more than \$16,000 will require domestic building insurance and will cover costs up to \$300,000 to fix structural defects for six years, and non-structural defects for two years.
- Domestic building work that is structural will not require domestic building insurance if it has been completed more than six years from the date of this report.
- Domestic building work that is not structural will not require domestic building insurance if it has been completed more than two years from the date of this report.

Site Address: No.3 Gambier Court Lalor VIC 3075

Date of report: 2/03/2022

Date of inspection: 2/03/2022

Weather conditions at time of inspection Fine Cloudy Wet Windy
Other (please specify)

Name of prescribed building practitioner: Salvatore Mamone B.Arch (Architect & Registered Building Inspector)
Address: 144 Centenary Drive Mill Park Victoria **Post Code:** 3082
Registration No. Architect: 15347 **Signature:** *Salvatore Mamone*
RBP: IN-L 41272

Report Legend:

✓	No Visible Fault
M	Minor Fault – Maintenance Issue
X	Serious Defect that may potentially adversely affect the structural integrity of the building.
XX	Serious Major Structural Defect
C	Incomplete
N	Not accessible
-----	Not Relevant
P	Partial Access
U	Untested

Description of the building and materials used in construction:

Floor Structure: - -----	Stumps / Piers: - -----
Footings: - -----	
Floor Coverings: - Pre-existing timber floor boards.	
Wall Structure: - Pre-existing	
Roof Structure: - -----	
External Wall Cladding: - -----	
Internal Wall Lining:	



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- Pre-existing plasterboard.
Internal Ceiling Lining: - Pre-existing plasterboard.
Roof Cladding: - -----
Window Frames: Pre-existing
Number of storeys: - One.

Services connected to the owner built works and their condition:

Electrical: ✓	Air-Conditioning: - -----
Gas: ✓	Heating: - -----
Water: ✓	Hot Water System: - -----
Sewerage: -----	Intercom: -----
Stormwater: -----	Alarm System: -----
Septic:-----	Ducted Vacuum: -----
Rain Tank: -----	Smoke Detectors: -----

“BAL” level if known:
 - **Not Known**

Description of Works:

New House or Alterations & Additions as instructed by the Owner Builder:

1.0 Non-structural work:

1.1 Refurbishment to existing kitchen. The refurbishment consists of;

- 1.1.1 Stone bench top.
- 1.1.2 Glass splashback.
- 1.1.3 Under bench cupboards.
- 1.1.4 Overhead cupboards.
- 1.1.5 Under bench draws.
- 1.1.6 Kitchen appliances;
 - 1.1.6.1 Gas cook top.
 - 1.1.6.2 Rangehood.
 - 1.1.6.3 Oven.
 - 1.1.6.4 Dishwasher.
- 1.1.7 Stainless steel sink and tap.

Property Owner/s Name/s:

Name/s: John Bamborough

Name/s: -----

Address: No.3 Gambier Court Lalor VIC 3075

Address: -----

Contact Phone Number/s: 0467 333

Site details

House location on Street:

- North

Site falls / graded to:

- Relatively flat

Vegetation:

- Moderate

Site Drainage:



- Monitor Condition of concrete paths / Paving: - Monitor
Attached & Detached Structures from the owner built works:
Garage / Carport: - _____
Pergola: - _____
Veranda: - _____
Front Porch: - _____
Alfresco: - _____
Timber Deck: - _____
Bungalow / Studio: - _____
Garden Shed: - _____
Pool / Spa: - _____
Pool / Spa Equipment: - _____
Pool / Spa Fence: - _____
Retaining Walls: - _____
External Construction:
Footings: - _____
If Masonry – Damp Proof Course & Mortar Condition: - _____
Wall Structure: - _____
Wall finish: - _____
Sub floor Ventilation (Where Applicable): - _____
Weep Holes Base of walls (Where Applicable): - _____
Weep Holes above window & door openings in walls (Where Applicable): - _____
Eaves: - _____
Doors: - _____
Windows: - _____
Sill Gaps Ground floor windows: - _____
Sill Gaps upper level windows: - _____
Roof Cladding: - _____



Fascia Gutters: - -----	
Box Gutters: - -----	
Flashing & Capping: - -----	
Flashing to attached structures: - -----	
Down Pipes: - -----	
Roof pitch: - -----	
Miscellaneous:	Kitchen Equipment:
Hot Water System: ✓	Range hood: ✓
Cold Water Pressure: ✓	Stove / Cooktop: ✓
Hot Water Pressure: ✓	Oven: ✓
Water Hammer: ✓	Sink: ✓
Fire Place: -----	Dishwasher: ✓
Ducted Vacuum: -----	Taps: ✓
Kitchen:	
Floor Structure: -----	Ventilation: -----
Floor Coverings:-----	Electrical Power & Lights: ✓
Walls: -----	Heating: -----
Ceilings: -----	Cooling: -----
Doors: -----	Dampness: ✓
Windows: -----	Flyscreen: -----
Joinery / Cupboards: ✓	Splash back: ✓
REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION):	
<p>Please refer to the fault / maintenance number adjacent the item for identification. The fault / maintenance number will have a letter in front of it such as an “M” – refer to the fault / maintenance identification legend to identify the letter placed in front of each fault / maintenance number. Use of the fault / maintenance numbers is achieved by corresponding the numbering with the individually numbered faults / maintenance item identified within the back section of this report.</p>	
Notes:	
1.0 Kitchen appliances require regular maintenance.	
2.0 Recommend regular clean and sanitising kitchen appliances and kitchen area.	

**General Term & Conditions:**

This report is provided, pursuant to the following Acts and their subordinate legislation as they apply in their respective states:
The Building Act 1993 (VIC)
The Home Building Act 1989 (NSW)

The Home Building Contracts Act 1991 (WA)

Selling a house built or renovated by an owner builder

Before entering into a contract to sell a house which has been built or renovated by a person other than a registered building practitioner, where the works have been completed for less than 6 years (7yrs NSW) prior to the date of sale, the owner builder must:

1. Obtain this Inspection Report. It must be provided to the intended purchaser by the owner builder. The Inspection Report must not be older than six (6) months old at the date of the contract.
2. Send to an approved insurer:
 - a completed 'Application for Owner Builder's Indemnity Insurance',
 - a copy of this Inspection Report,
 - the appropriate fee – confirm the fee with the insurer.
 If all items are in order, the insurer will send you the necessary certificate or schedule of insurance.
3. Provide evidence of the insurance to the intended purchaser.
4. Ensure your contract contains the warranties listed in the shaded section below. After the contract has been signed, the owner builder must send a copy of the contract to the insurer.

If a contract of sale has been entered into in contravention of the legislation, the contract is not void by reason only of the contravention but is voidable at the option of the purchaser at any time before the completion of the contract.

The insurance is applicable to structural works done by the owner builder which have been completed for less than 6 years (7yrs NSW) prior to the date of sale. The insurance ceases for structural works when that 6 year (7yrs NSW) period expires.

*The insurance ceases in 2 years for nonstructural works.

The insurance only covers defects caused by the owner builder and does not cover any defects identified in the report.

Please note that where the owner builder has renovated or extended the home, the insurance only relates to those works. The balance of the house is not covered by this insurance at all.

Defects identified in this Report are those caused by bad workmanship or movement of foundations. This report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) which are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects which seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report,
- no special investigation of insect attack (e.g. borer, termite, etc.) has been made and any reference to this has been based on casual inspection.

This report is incomplete unless the required local government building approval and inspection summary details are attached.

Warranties for the purposes of houses sold by owner builders

The following warranties must be part of every contract of sale of property by an owner builder where insurance applies*.

- a) The vendor warrants that 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

* Not applicable in some states

- b) The vendor warrants that all materials used in the 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

The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of the warranty, the Building Act and the regulations.

Inspect Direct Pty Ltd Terms & Conditions:

The Report has been prepared by the registered inspector (named within), with reasonable care, subject however as follows;

- 1) This Report is not a Guarantee but is provided in accordance with the relevant State Act.
- 2) The Report is based on the condition of the property and the prevailing structural, soil and weather conditions at the time of the inspection.



- 3) Except where specifically stated otherwise, the Report is based on a visual inspection of such parts of the premises as the Report states the inspector has been able to have reasonable access to without the removal of any furniture, fittings – be they fixed or other wise – cladding, or lining materials, plants or soil. The Report will not disclose latent defects or defects which may be apparent in weather conditions which differ from those at the time of the inspection.
- 4) The Report will not disclose defects which have not yet arisen. Changes in usage can cause defects and any abuse of the premises is likely to do so.
- 5) The Report may not cover defects of a minor nature, such as hair-line plaster cracks, jamming doors, windows or catches and similar minor faults.

* Reports listing defects in the building/s to include, but are not restricted to, conditions of the following building elements:

- Site drainage
- Frame
- Floor and wall tiling
- Built-in fittings/joinery
- Plumbing and drainage
- Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.
- Footings
- External walls
- External roof
- Doors/windows
- Fixed appliances
- Subfloor
- Internal walls and ceilings
- Internal roof conditions
- Fireplaces/solid fuel heaters
- Flyscreens

Certificates attached to this report:

- A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report.
 - Building Permit Attached: Yes / No
 - Occupancy Permit attached: Yes / No
 - Final Inspection Certificate attached: Yes / No
 - Electrical or Plumbing Certificates: Yes / No
 - Copy of reduced Drawings: Yes / No

Important Note:

- This report does not take the place of a building permit, certificate of occupancy, final inspection certificate, or planning permit.
- This report is based on a visual inspection of the owner built works as presented at time of inspection & does not warrant or guarantee the integrity of the works, compliance of the works, structural integrity or compliance of the structure. Testing of the structure / building or parts of as required may not have been exhaustive.
- It is the responsibility of purchaser to check & ensure that all permits are in place.