

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

PROPERTY ADDRESS: UNIT 2, 3 POPLAR STREET, THOMASTOWN VIC 3074

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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 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/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Full Name of Vendor – Company & Trust ABN & ACN

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

FABIAN LUKE PASCUZZI

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *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;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Liability is limited by a scheme approved under Professional Standards Legislation

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	Unit 1, 337 Settlement Road, Thomastown VIC 3074			
Email:	@rataandco.com.au			
Tel:	9465 7766	Mob:	Fax: 9464 3177	Ref:

Vendor

Name:	Fabian Luke Pascuzzi			
Address:				
ABN/ACN:				
Email:				

Vendor's legal practitioner or conveyancer

Name:	Ryans Law Offices				
Address:	Shop 1, 580 Nicholson Street, Fitzroy North VIC 3068 PO Box 1062, Fitzroy North VIC 3068				
Email:	katie@ryanslawoffices.com.au				
Tel:	(03) 9387 2455	Fax:	(03) 9388 1551	DX:	Ref: AS:KC:25/87

Purchaser

Name:				
Address:				
ABN/ACN:				
Email:				

Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Email:					
Tel:		Fax:		DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11443 Folio 935	2	PS 708429M

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

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The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 2, 3 Poplar Street, Thomastown VIC 3074

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

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 sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box in which case refer to general condition 1.1.

If **'subject to lease'** then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on _____ with _____ options to renew, each of _____ years.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount: \$0.00

Approval date:

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

special conditions

INFORMATION ONLY

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged mis description 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.

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4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.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.
- 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 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by 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 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.

A SPECIAL CONDITION 1 to 12 ONLY OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on this page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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:
- must not exceed 10% of the price; and
 - 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:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- the price includes GST; or
 - the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

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Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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 lodgment.

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- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor’s estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.

- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special Conditions

13. GST

- a. Notwithstanding the wording of the Particulars of Sale and the words of General Condition 13.1, unless the words "inclusive of GST" appear in the box referring to GST contained in the Particulars of Sale:
- i. **Consideration does not include GST**
Consideration payable by a party except where express provision is made to the contrary, the consideration payable by a party for a taxable supply made by the other party under this Contract of Sale represents the value of the taxable supply for which payment is to be made and is exclusive of any GST
 - ii. **Liability to pay any GST**
If a party makes a taxable supply under this contract of sale for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay the amount of any GST payable in respect of the taxable supply at the time the supply is made.
 - iii. **Reimbursement of GST**
If this Contract of Sale requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursable expense") incurred by the other party ("payee"), the amount to be paid reimbursed or contributed to the payee is the sum of:
 - a. the amount of the reimbursable expense less input tax credits (if any) to which the payee is entitled in respect of the reimbursable expense ("net amount"); plus
 - b. if the payment, reimbursement or contribution is a taxable supply, any GST payable in respect of that taxable supply.
- b. In the event that GST becomes payable as a result of a change of use by the purchaser or an intended change of use by the purchaser then the Purchaser must pay GST in relation to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.

14. Going Concern

In the event that the Contract provides that the supply made hereunder is a Sale of a Going Concern then:

- 14.1 in the event that all of the requirements for the sale to qualify under the GST Act as a Sale of a Going Concern have not been complied with as at the date of settlement the purchaser must on the date of settlement pay to the Vendor in addition to the price stated in the Particulars of Sale GST in relation to the Taxable Supply made under the Contract
- 14.2 in the event that the Contract is deemed by any relevant Tax Authority not to provide for the Supply of a Going Concern then the Purchaser must on request pay to the Vendor the GST applicable to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.
- 14.3. General condition 13.5 is replaced by the following:
"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;
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply and
 - (d) Purchaser must provide to the Vendor written proof of registration for GST not less than 24 hours prior to the settlement date."

15. Planning

The purchaser buys subject to restriction imposed by the provision of any state, regional or local planning scheme or any other planning instrument, permit, statute or subordinate legislation

16. Nomination

General Condition 18 of the Contract is hereby deleted and replaced by the following:

- 16.1 Purchaser shall have the right at any time not later than 14 days prior to the date fixed herein for settlement to nominate a person (being a Corporation or otherwise) in his place as purchaser. Until such time as the right is exercised the Purchaser shall remain liable to perform and observe the conditions herein to be performed and observed by him. Such nomination shall be effected by:
- 16.1.1 The purchaser advising the Vendor's solicitor in writing:
 - a that the Purchaser wishes to nominate a purchaser in his place to purchase the Lot ("Nominated Purchaser"); and
 - b the name and address of the Nominated Purchaser and;
 - 16.1.2 The purchaser enclosing with that written advice a cheque for \$300.00 (plus GST) being the Vendor's solicitor's costs of and incidental to the preparation of a Contract of Sale of Land in accordance with the said advice and all other matters referred to in this Special Condition 6;
 - 16.1.3 The Vendor's solicitor preparing and delivering to the Purchaser or his solicitor an identical copy of this Contract of Sale (save for this Special Condition and the name of the Purchaser) (with dates of payment of monies adjusted if necessary to coincide with this Contract of Sale ("The New Contract") and the date upon which the nominated purchaser under the New Contract shall become responsible for any notices or orders relating to the Lot hereby sold being the date of this Contract of Sale).
 - 16.1.4 The Purchaser delivering to the Vendor's solicitor the New Contract duly executed by the Nominated Purchaser and an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the deposit paid herein as deposit payable under the New Contract.
 - 16.1.5 The execution of a guarantee and Indemnity (in a form of the Guarantee and Indemnity annexed hereto) by the Purchaser of all the obligations of the Nominated Purchaser under the New Contract;
 - 16.1.6 The execution of a Sale of Real Estate Nomination Form by each of (i) the Purchaser and (ii) the Nominated Purchaser or if there be more than one, one of the nominated purchasers or if the Nominated Purchaser be a Company a Director or Secretary of the Company and Statutory Declaration by the Purchaser to the effect that no consideration has passed or will pass between the Purchaser and the Nominated Purchaser in respect of the nomination.
- 16.2 Upon delivery by the Purchaser to the Vendor's solicitor of the items set out in Special Conditions 16.1.2, 16.1.3, 16.1.4, 16.1.5, and 16.1.6 the Vendor will execute an identical part of the New Contract and upon delivery of such part by the Vendor to the Nominated Purchaser this Contract of Sale will be deemed cancelled provided that the requisitions (if any) delivered by the Purchaser to the Vendor and the answers thereto both made in pursuance of the terms of this Contract of Sale shall be deemed to be requisitions and answers thereto respectively under the New Contract.
- 16.3 The Purchaser hereby indemnifies the Vendor for the full amount of any stamp duty assessed on any documents in connection with the New Contract and the nomination of any Nominated Purchaser in the manner set out herein and which is or may be payable by the Vendor.
- 16.4 Notwithstanding the nomination rights contained herein the vendor makes no representation that nomination will not result in additional Stamp Duty becoming payable by the purchaser.

17. Guarantee

General Condition 20 this Contract is replaced by the following condition:

"If the Purchaser is a company each of the Directors of the purchaser company must execute a Guarantee of the purchasers obligations in the form of the Guarantee annexed hereto immediately after execution of the contract by the Purchaser." and if the said duly executed Guarantee and Indemnity is not so delivered to the Vendor or the said solicitor for the Vendor the Purchaser will thereupon be deemed to be in default under this Contract.

18. Transfer

General Condition 6 of this Contract is amended by the addition of the following sentence:

"The Vendor shall not be obliged to complete this contract until the expiration of ten days from the date of delivery by the Purchaser of the instrument of Transfer" immediately after the first sentence of General Condition 6

19. Whole Understanding

The Purchaser hereby acknowledges that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property and the parties expressly agree and declare that:

- 19.1 no other conditions, obligations, stipulation, terms, agreements or provisions whether in respect of the Property or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement and all previous negotiations, representations, warranties, agreements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are expressly excluded and cancelled;
- 19.2 no consultant, professional adviser, servant or agent of the Vendor has any authority to make any representation, warranty, arrangement, condition or statement binding on the Vendor which is not embodied in the within Contract.
- 19.3 notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty that the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue or that any permit of any nature whatsoever has been obtained or is available for acquisition (other than as specifically stated herein) and that in entering this Contract the Purchaser has made its own inquiry and relies entirely on his own judgment.

20. Default Interest

The figure "2%" referred to in General Condition 26 is replaced by a reference to the figure "6%".

21. Default

- a. The following subclause shall be added at the end of General Condition 28.4;

"(f) the purchaser shall pay upon demand

- i. all reasonable expenses incurred by the Vendor as a result of the breach; and
- ii. compensation to the Vendor for any reasonably foreseeable loss incurred by the Vendor resulting from such default and the term reasonable loss herein shall if appropriate include but be not limited to any interest costs, damages or loss incurred or otherwise sustained by the Vendor or any payment required to be made by the Vendor as a result of the breach including but not limited to amounts
 - (a). payable to the Vendor's own Mortgagee as a result of the breach
 - (b). payable to the Seller of any property being purchased by the Vendor or to any other person from the proceeds, part or otherwise, of this sale or
 - (c). payable by the Vendor for accommodation expenses necessarily incurred by the Vendor;
 - (d). any additional Conveyancing costs or expenses payable by the vendor
 - (e). a fee for rescheduling settlement whether on the date settlement is due or before or after that date at \$150.00 plus GST per re-schedule

without prejudice without prejudice to any rights the Vendor may have apart from this subclause.

- b. Should settlement not take place on the due date due to the fault of the purchaser "The period of default" for the purpose of general condition 26 shall not end until the Vendors Mortgagee is available to complete the transaction.
- c. GC28.4(a) is deleted and replaced with the following condition: "an amount being the higher of the deposit paid or 10% of the price is forfeited to the vendor as the vendor's absolute property, whether or not the deposit has been paid and regardless of the amount of deposit
- d. GC28 is amended by including a new paragraph 28.6 as follows: "Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price."

22. Settlement

General Condition 10.3 of the Contract is amended by the addition of the words "at the office of the Vendors solicitors or as such other place as the Vendor or its solicitors may direct" immediately before the word "unless" and by the replacement of the words "between the hours of 10.00 a.m and 4.00 p.m" by the words "at a time nominated by the Vendor or the Vendor's solicitors between the hours of 10.00 a.m. and 3.00 p.m."

23. Retention:

In the event the Purchaser fails to tender the whole of the residue of the Purchase Price payable on the Settlement Date or purports to make any retention (other than pursuant to General Condition 24) or withholding of the balance of the Purchase Price payable at the Settlement Date by reason of any defect, fault or deficiency or for any reason whatsoever the Purchaser shall be in substantial breach of this Contract and without prejudice to the rights of the Vendor contained in the Contract the Vendor may terminate this Contract and forfeit the deposit monies. General conditions 24.4, 24.5 and 24.6 shall not apply to this Contract.

24. Deposit Monies

- 24.1 Until any unregistered Plan of Subdivision is registered, General Condition 11.2 applies to the holding of the Deposit Moneys.
- 24.2 After the Plan of Subdivision is registered, the Deposit Moneys must be held by the Vendors Solicitors and/or the Vendor's Estate Agents (as the case may be) as a stakeholder in accordance with the provisions of the Victorian Sale of Land Act.
- 24.3 Notwithstanding General Condition 12.2 the Deposit Moneys may be paid to the Vendor's Solicitors in the event that the Vendor is entitled to it .
- 24.4 Subject to the preceding sub paragraphs the purchaser hereby authorises the Vendor's Solicitors (but without imposing an obligation upon that firm to do so) to deposit the Deposit Moneys in a separate interest bearing account with an authorized deposit- taking institution within the meaning of the Banking Act 1959 of the Commonwealth of Australia.
- 24.5 Any Interest paid to the Account is deemed to be earned for and to be payable to the party to whom the Deposit Moneys are payable, and the parties agree and direct that:
 - 24.5.1 The Vendor's solicitors may deduct from the gross interest credited to the Account any government taxes or bank charges, duties or fees with respect to the account or upon any credits or debits to that account.
 - 24.5.2 Where the Stakeholding continues beyond 30th June in any year:
 - (i) The Vendor is entitled to the Interest earned during the period ending on that 30 June; and
 - (ii) Where the Purchaser subsequently becomes entitled to the Interest upon release of the stakeholding the Vendor must allow to the purchaser an amount equal to the Interest earned less the Vendor's estimate of its tax liability in respect of that Interest. The Vendor directs the Vendor's Solicitors to pay and apply the moneys held by them towards that payment.

- 24.5.3 The party entitled to the Deposit Moneys on their release, or on the completion, rescission or termination of the Contract, bears the risk of loss of the Deposit Moneys and the Interest. If the Vendor's Solicitors have complied with the immediately preceding sub paragraphs of this Special Condition, they are not responsible in any way for any loss occasioned by that investment of the deposit moneys.
- 24.5.4. Each party must advise the Vendor's Solicitors, when requested, its tax file number. The Vendor's Solicitors are authorised to advise the bank where the Deposit Moneys are deposited, of that number
- 24.5.5 If a tax file number has not been advised:
- (i) by the party to whom the interest is to be paid, the amount required to be withheld pursuant to the Income Tax Assessment Act 1936 may be so withheld by the Vendor's Solicitors and paid to the Federal Commissioner of Taxation in accordance with the provisions of the Act; and
 - (ii) by a party where the interest is payable to the other party and withholding tax is deducted from the account as a result, that party must pay to the other the amount of tax so withheld.

25. Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that it has obtained any approval required under the Foreign Acquisitions and Takeovers Act 1975 as amended or any real estate acquisition policy or guideline of the Commonwealth Government and/or any required approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract or that it has obtained a statement of non-objection pursuant to the Foreign Acquisitions and Takeovers Act 1975. The Purchaser indemnifies and shall keep the Vendor indemnified against any loss suffered by the Vendor as a result of this warranty being untrue

26 Condition of Property and Compliance with Notices

- 26.1 The purchaser acknowledges that it has purchased the property and improvements; -
- 26.1.1 relying solely on its own inspection and enquires
 - 26.1.2 subject to any existing faults and defects, (whether patent or latent), any infestations and dilapidation and all contamination (if any) in, on, under or emanating from the property, or any part of the property, the ground water and improvements
 - 26.1.3 Subject to all orders, notices, restrictions or other requirements (if any) relating to the property and improvements existing on, or made or issued after, the day of sale under the provisions of any act, law, regulation, by-law or agreement which is or may be required by any statutory authority; and
 - 26.1.4 without any warranties or representation having been made or given by or on behalf of the vendor that the property, or any part of the property, and improvements are free from fault, defect, infestation, dilapidation, contamination, asbestos or other hazardous material or thing or are complete or are fit for any particular use or comply with the conditions of any planning or building permit or agreement issued for the property or that the building and with the Victoria Building Regulation and all other building and planning laws and regulation or any repeated laws and regulations under which the improvements were constructed or that he improvements do not encroach over or upon any easement or title boundary.
- 26.2 The purchaser further acknowledges, agrees and declares: that as from the settlement date the purchaser indemnifies and will keep indemnified the vendor and the vendor's officers, employees consultants, agents, contractors and successors from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any contaminant in, or under or emanating from the property, or any part of the property, and the groundwater and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits demands and actions.

- 26.3 The purchaser shall not be entitled to make any requisition or objection or claim compensation or contribution from the vendor or refuse or delay payment of the price in respect to any matter, document or thing directly or indirectly referred in this special condition.
- 26.4 The purchaser shall be responsible for complying with all notices relating to the property (other than those referring apportionable outgoings) or orders existing on, or made or issued after, the day of sale. The purchaser may enter on the property at any time prior to the settlement date with the prior approval (not to be unreasonably withheld) of the vendor and subject to the occupancy or tenancy or other rights of the tenants and third parties, for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The purchaser indemnifies that vendor and will keep the vendor indemnified in the event of any breach by the purchaser of its obligations under this special condition.
- 26.5 The following words are hereby added at the end of General condition 24.2:
“the Vendor shall have the right but not the obligation to remove from the property any items which are not fixtures and which are situated on the property at the time of execution of the Contract”.

27. Non Merger

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

28 Adjustments:

- 28.1.1 In the event that the property sold hereunder is not separately assessed in respect of any rates taxes assessments Owners Corporation Insurance premium, Land Tax, Owners Corporation fees or other outgoings (“the outgoings”) but such outgoings or some of them (“the relevant outgoings”) are assessed in respect of land including the property (whether or not that land is the whole of the land in a Plan of Subdivision) then:
- (i) If the relevant outgoings are assessed in respect of the whole of the land in a Plan of Subdivision including the property and there is a lot liability shown on the Plan of Subdivision they shall be adjusted between the vendor and the purchaser in the same proportion that the lot liability of the property shown on the Plan of Subdivision bears to the total lot liability of all the lots shown on the Plan of Subdivision and:
 - (ii) In the event that there is no lot liability shown on the Plan of Subdivision, then the relevant outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax, it shall be adjusted on the basis that the land comprised in the Plan of Subdivision is the only land of which the vendor is the owner (as defined in the Land Tax Act 2005) or
 - (iii) in the event that the relevant outgoings are assessed in respect of property other than the whole of the land comprised in the Plan of Subdivision then such outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax land, it shall be adjusted on the basis that the property and the other land in respect of which such outgoings are assessed are the only land of which the vendor is the owner (as defined in the Land Tax Act 2005).
- 28.2 All periodic outgoings payable by the Vendor shall be adjusted as paid whether or not they have been paid by the Vendor prior to settlement. The Vendor undertakes to pay all such outgoings by the due date for such payments but shall not be required to make payment of any such outgoings until such due date.

29. Pools & Spas

If the property contains a swimming pool or spa, the purchaser acknowledges and agrees that the fencing of the property with respect to the swimming pool may not comply with Section 5.13 of the *Building Regulations* 1994 and no warranty is given or representation made as to the compliance of the existing fencing and no requisition or objection may be made or compensation claimed for any alleged breach of the Regulations. It is the responsibility of the purchaser at their expense to effect compliance with the said Regulations.

30. Stamp Duty – Purchasers buying unequal interests:

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

31. Bank Cheques

The Purchaser will produce at settlement at its own cost whatever bank cheques are requested by the Vendor and general condition 11.5 shall not apply to this Contract.

32. Non-resident CGT withholding

- a. Subject to Special Condition 32 (b), the Purchaser must provide to the Vendor written notice of its intention to withhold from a payment due under this contract or remit an amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* at least 14 days prior to the day on which the Purchaser pays any amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*
- b. The requirement in Special Condition 32 (a) does not apply to the Purchaser if the Vendor provides the Purchaser a valid certificate issued under sub-selection 12-220(1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* covering the time the transaction is entered into.

33. Acknowledgement

The Purchaser acknowledges that prior to paying the deposit or signing this contract or any agreement or document in respect of the sale hereby effected which is legally binding upon or intended legally to bind the Purchaser, the Purchaser received from the Vendor's agent a copy of this Contract of Sale in compliance with Section 53 of the said Estate Agents Act

34 Property

Property in the Lot and any improvements or chattels shall not pass to the Purchaser until payment in full of the Purchase Price is made to the Vendor.

35 Left Blank

36 Left Blank

37. IMPROVEMENTS

37.1 The Vendor makes no warranties that the improvements erected on the land or property or any alterations or additions thereto comply with the *Building Act 1993* (the “**Building Act**”) or any associated regulations or repealed laws under which the building or buildings were constructed or the requirements of any municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the Building Act and shall not call upon the Vendor to bear all or any part of the cost of complying with same.

37.2 Save as is otherwise expressly provided in this Contract, the Purchaser acknowledges that they are purchasing the property and the building or buildings erected thereupon in their present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or the building or buildings thereupon.

38. For the purpose of General Condition [23] land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

GUARANTEE

THIS DEED between the persons named in the Schedule ("the Guarantor) which expression shall also include the personal representatives executors and other heirs and administrators and other heirs and successors of such persons) of the one part AND the Vendor named in the said Schedule of the other part

WITNESSETH as follows:

1. IN CONSIDERATION of the Vendor having at the request of the Guarantors and each of them entered Into the Contract of Sale of even date herewith with the Purchaser named In the Schedule as Purchaser of the Land described in the Schedule the Guarantors and each of them DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Vendor the due and punctual payment by the Purchaser to the Vendor of the purchase money interest thereon and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (such purchase money interest and other moneys being hereinafter called "the Money Hereby Secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations terms and conditions contained or implied in the Contract and on the part of the Purchaser to be performed and observed including all indemnities and DO HEREBY ACKNOWLEDGE that this Guarantee is given upon end with the benefit of the following conditioned
 - (a) The Vendor shall have the fullest possible liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers, rights, authorities and discretion conferred by or arising by the virtue of the Contract and to exercise the same at any time and in any manner end either to enforce or forbear to enforce the covenants for payment of the Money Hereby Secured under the Contract or any other covenants contained or implied therein or any other remedies or securities available to the Vendor. The Guarantors shall not be released by any exercise by the Vendor of the powers, rights, authorities end discretions aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating sureties would, but for this provision, have the effect of so releasing the Guarantors.
 - (b). This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter Of any part of the Moneys Hereby Secured or by any settlement of account intervening payment or by any matter or thing whatsoever end shall remain In mill force and effect throughout and until the whole of the purchase moneys have been received by the vendor.
 - (c) This Guarantee shall not be affected or prejudiced by any variation extension or modification of the Contact.
 - (d) This Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the vendor of any such security or by the Vendor failing or neglecting to recover by the realization of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any [aches or mistakes on the part of the Vendor.
 - (e) Except to the extent that such interpretation is excluded by or is repot and to the context words importing the singular number or plural number include the other respectively and words importing any gender include all other genders.
 - (f) Until the Vendor shall have received all Moneys Hereby Secured the Guarantors shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by The Vendor or either directly or indirectly to claim or receive the benefit Of any payment out of any liquidation of the Purchase and in the event the Purchaser enters into liquidation or into scheme of arrangement the Guarantors shall not be entitled to prove or claim in such liquidation or scheme in competition with the Vendor as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors the full amount of the Moneys Hereby Secured.
 - (g) This Guarantee shall ensure for the benefit of the Vendor and its successors assigns and transferees.
 - (h) if any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise effected this Guarantee or the Vendors right to recover such payment from the Guarantors to the intent that the Vendor shell with respect to it's rights. to recover pursuant to this Guarantee the Moneys Hereby Secured be restored to the same position In which it would have been had such payment not been made.
 - (i) The Vendor shall have the fullest liberty without affecting this Guarantee to exercise its powers rights, authorities and discretion to pursue recovery of the Moneys Hereby secured or any part thereof against one or more of the Guarantors and to compromise the liability of any Guarantor and to release any Guarantor without thereby releasing the other Guarantors, and the Vendor may pursue recovery Of the Moneys Hereby Secured against each of any of the Guarantors successively whether recovering any Moneys Hereby Secured or not until such time as the whole of the moneys has been paid to and received by the Vendor.

2. FOR the consideration aforesaid and as a separate and severable covenant the Guarantor HEREBY JOINTLY AND SEVERALLY AGREE to indemnify the Vendor not only by reason of non-payment by the Purchaser of the Moneys Hereby Secured but also in respect of all costs charges and expenses whatsoever which Me Vendor may incur by reason of any default on the Part of the Purchaser in relation to the Contract or by reason of any disclaimer of the Contract by any liquidator of the Purchaser upon winding-up of the Purchaser and also due to any failure of the Purchaser to fully indemnify the Vendor Pursuant to any terms and conditions in this Contract.
3. ANY demand or notice hereunder to be made upon or given to the Guarantors by or on behalf of the Vendor shall be deemed to be duly made or given if the same be in writing and signed by the Vendor or its Solicitors and the same be left at or sent through the post in a prepaid letter addressed to the Guarantor or Guarantors concerned at his or their address or addresses herein specified or other his or their address of addresses last known to the Vendor. Any demand so sent by post shall be deemed to have been duly served at the expiration of twenty four (24) hours from the time of its posting.
4. THE expression "the Purchaser" referred to herein shall mean and include each and every one of the Purchasers described in the Schedule notwithstanding that they may have entered into the Contract to purchase the said land as tenants in common in the respective shares described therein.

Schedule

1. The Guarantors
2. The Vendor FABIAN LUKE PASCUZZI
3. The Purchaser
4. The Contract of Sale of even date between the Vendor and the Purchaser relating to UNIT 2, 3 POPLAR STREET
THOMASTOWN VIC 3074
5. The Land LOT 2 ON PLAN OF SUBDIVISION 708429M
BEING PART OF THE LAND COMPRISED IN
CERTIFICATE OF TITLE VOLUME 11443 FOLIO
935

SIGNED by the said)
 in Victoria in the presence of:)
)
)
)
 Witness

Print Name:
 Address

SIGNED by the said)
 in Victoria in the presence of:)
)
)
)
 Witness

Print Name:
 Address

VENDOR:
FABIAN LUKE PASCUZZI

CONTRACT OF SALE OF
REAL ESTATE

PROPERTY:

UNIT 2, 3 POPLAR STREET,
THOMASTOWN VIC 3074

RYANS LAW OFFICES
PO BOX 1062
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:25/87
DATE: 9 MAY 2025

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature. The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

LAND	UNIT 2, 3 POPLAR STREET, THOMASTOWN VIC 3074 VOLUME FOLIO
-------------	--

Vendor's name	FABIAN LUKE PASCUZZI	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

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1. FINANCIAL MATTERS**1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) Their total does not exceed:

\$ 8,000.00

OR

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

OR

(c) Their amounts are:

	Authority		Amount		Interest (if any)
(1)	City of Whittlesea	(1)	\$ 1,357.79 (p.a)	(1)	\$
(2)	Yarra Valley Water – Charges	(2)	\$ 191.01 (p.q)	(2)	\$
(3)	State Revenue Office – Land Tax	(3)	\$ 626.29 (p.a)	(3)	\$
(4)	Owners Corporation -	(4)	\$ 2,140.00 (p.a)	(4)	\$

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ Nil

Land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

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

\$ Nil

To

Nil

Other particulars (including dates and times of payments: Nil

1.3 **Terms Contract** - Not applicable

1.4 **Sale Subject to Mortgage** - Not Applicable

2. INSURANCE - Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Is in the attached copies of title document/s
Nil to the Vendors knowledge

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

(a) Name of planning scheme	Whittlesea Planning Scheme
(b) Name of responsible authority	City of Whittlesea
(c) Zoning of the land	See Planning Certificate attached
(d) Name of planning overlay	See Planning Certificate attached

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Nil to the Vendors knowledge

4.2 Agricultural Chemicals

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

Nil to the Vendors knowledge

4.3 Compulsory Acquisition

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

Nil to the Vendors knowledge

5. BUILDING PERMITS

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

Nil to the Vendors knowledge

6. OWNERS CORPORATION

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

Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

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

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

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

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

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

Registered Title

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

10. SUBDIVISION - Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Nil to the Vendors knowledge

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

14. DUE DILIGENCE ACKNOWLEDGMENT

The purchaser acknowledges that prior to the property being offered to the purchaser for sale the purchaser was given a *due diligence checklist* list as required under Section 32(B) of the Sale of Land Act 1962.

DOCUMENTS ATTACHED TO THE SECTION 32

Title Search
State Revenue Office – Land Tax Clearance Certificate
Council – Rate Notice
Council – Property Information 1 & 2
Water – Water Notice
Planning Certificate
Planning Property Report
Vic Roads
Extract of EPA Priority Site Register
Owners Corporation

**VENDOR:
FABIAN LUKE PASCUZZI**

**VENDORS STATEMENT TO THE PURCHASER OF
REAL ESTATE PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 ("THE ACT")**

**PROPERTY:
UNIT 2, 3 POPLAR STREET,
THOMASTOWN VIC 3074**

**MESSRS RYANS LAW OFFICES
LAWYERS
SHOP 1, 580 NICHOLSON STREET
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:25/87
DATE: 9 MAY 2025**

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

Page 1 of 2

VOLUME 11443 FOLIO 935

Security no : 124123488141N
Produced 07/04/2025 02:31 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 708429M.
PARENT TITLE Volume 08523 Folio 169
Created by instrument PS708429M 03/09/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FABIAN LUKE PASCUZZI of 154 GLASGOW AVENUE RESERVOIR VIC 3073
AV585667U 02/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV585668S 02/05/2022
AMP BANK LTD

COVENANT 2448748

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

DIAGRAM LOCATION

SEE PS708429M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 3 POPLAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 02/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS708429M

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

DOCUMENT END

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 07/04/2025 02:31:47 PM

Status	Registered	Dealing Number	AV585668S
Date and Time Lodged	02/05/2022 05:06:08 PM		

Lodger Details

Lodger Code	18478R
Name	FIRST LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	AMP 2958995

MORTGAGE

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

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

11443/935

Mortgagor

Given Name(s)	FABIAN LUKE
Family Name	PASCUZZI

Mortgagee

Name	AMP BANK LIMITED
ACN	081596009
Australian Credit Licence	234517
Address	
Street Number	33
Street Name	ALFRED
Street Type	STREET
Locality	SYDNEY
State	NSW



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Postcode

2000

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

Terms and Conditions of this Mortgage

(a) Document Reference

AA5274

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. "This mortgage" means the mortgage constituted by this document and the Memorandum of Common Provisions No. AA5274 (the Memorandum). 2. Without limiting any other terms of this mortgage, you are giving this mortgage and incurring obligations and giving rights under it for valuable consideration received from us and agree that this mortgage secures your obligations to pay us the secured money, which includes: 2.1 the loan amount; and 2.2 interest on the loan amount, in accordance with the terms of the Loan Details agreed with us. Nothing in this clause 2 is intended to limit or prejudice any variation to the above terms including but not limited to any increase in the loan amount, any change to repayment date(s) or the rate or calculation of interest and any fees, costs or charges which may be payable by you. 3. The terms and provisions of any agreement between you and us relating to the secured money is deemed incorporated in this mortgage as if fully set out in this mortgage. 4. If the wording of the Memorandum is inconsistent with this document, this document prevails. 5. You have read this mortgage, including the Memorandum, before signing this mortgage.

Mortgagee Execution

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

Executed on behalf of	AMP BANK LIMITED
Signer Name	JI SU LEE
Signer Organisation	FIRST LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	02 MAY 2022

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	2448748
Number of Pages (excluding this cover sheet)	6
Document Assembled	07/04/2025 14:31

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5140810

PROUDFOOT & HORTON

2448748

FRESHOLD

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land

hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED AND FIFTY POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY

SCOTT the Younger Secretary both of 229 Collins Street Melbourne

DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the

said Henry Scott the Younger as joint tenants ALL its estate

and interest in ALL THOSE pieces of land being Lots 1 to 130

(both inclusive) on Plan of Subdivision No. 13477 lodged in the

Office of Titles | Lots 1 to 133 (both inclusive) on Plan of

Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to

177 (both inclusive) on Plan of Subdivision No. 13479 lodged in

the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,

30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,

47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,

65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81,

82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,

113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125,

126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138,

139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,

152 and 153 on Plan of Subdivision No. 13480 lodged in the Office

of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16,

17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35,

36, 37, 38, 39, 41, 42, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55,

56, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,

75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92,

93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107,

108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120,

121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137,

138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,

151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS PROPRIETARY LIMITED was hereto affixed by authority of the Directors in the presence of :-
 Director
 Director
 Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT)
the Elder in Victoria in the)
presence of :-)

[Handwritten signature]

*William
Clerk to the Court of Justice
Solicitor General*

SIGNED by the said HENRY SCOTT)
the Younger in Victoria in the)
presence of :-)

[Handwritten signature]

William

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue on the said Plans of Subdivision - Any easements affecting the same. As to so much of the land hereby transferred as is colored blue and green respectively on the said Certificate of Title - The easements to the State Electricity Commission of Victoria created by Instruments Nos. 1309350 and 1210118 respectively in the Register Book.

INFORMATION

X

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

MR. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. *2448748*
was entered on the 19 OCT 1951
in the Register Book Vol. **6617** Fol. **253**

S. Kennedy

Assistant Registrar of Titles

12

PLAN OF SUBDIVISION

77/682

No.

Prepared on Linen
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077
3600

Folio

573
856

Noted on C/T

Charted

Chandragiri 130 922 LP 1261

J.H 14-5-57

Date of Consent of Council

11-2-57

Complies with Section 568

Consent of Council. *[Signature]*

Plan *77/682* has been

attached to Search Paper

Transfer R. I. No. A376317

MAY 1957

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

R.M's. P.M's. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

File in bag

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/04/2025 02:31:47 PM

OWNERS CORPORATION 1
PLAN NO. PS708429M

The land in PS708429M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

HIVE STRATA SUITE 5 555 GILBERT ROAD PRESTON VIC 3072

AW029181U 05/09/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC019399J 03/09/2013

Notations:

NIL

Entitlement and Liability:

NOTE Folio References are only provided in a Premium Report.

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/04/2025 02:31:47 PM

OWNERS CORPORATION 1
PLAN NO. PS708429M

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

Statement End.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS708429M

The land in PS708429M is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

HIVE STRATA SUITE 5 555 GILBERT ROAD PRESTON VIC 3072

AW029181U 05/09/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC019399J 03/09/2013

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	11443/938	0	0
Lot 1	11443/934	100	100
Lot 2	11443/935	100	100
Lot 3	11443/936	100	100
Lot 4	11443/937	100	100
Total		400.00	400.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 07/04/2025 02:31:47 PM

OWNERS CORPORATION 1
PLAN NO. PS708429M

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS708429M
Number of Pages (excluding this cover sheet)	3
Document Assembled	07/04/2025 14:31

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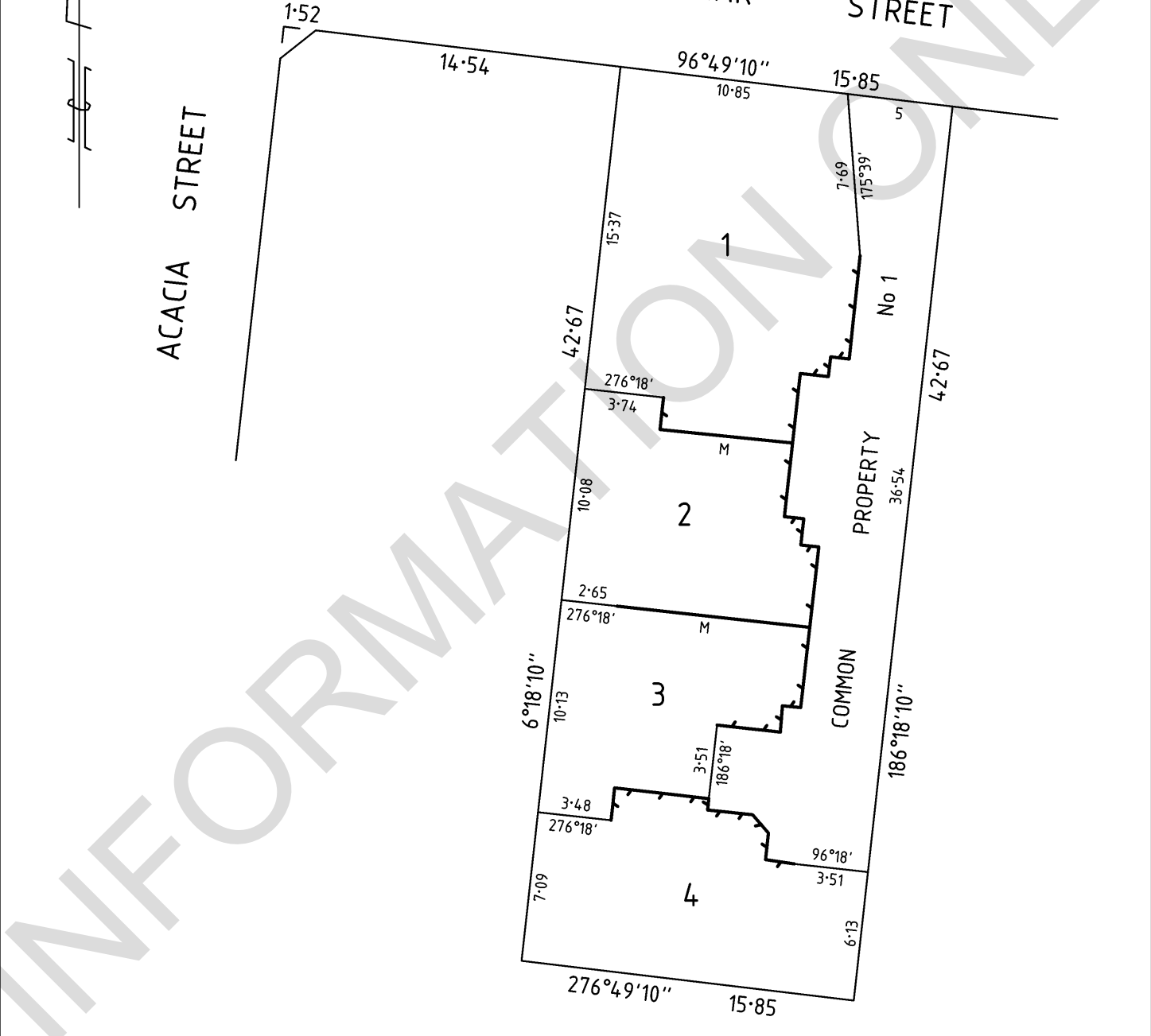
PLAN OF SUBDIVISION		EDITION 1	PS 708429M				
<p>Location of Land</p> <p>Parish: KEELBUNDORA Township: Section: Crown Allotment: Crown Portion: 26 (PART)</p> <p>Title References: VOL 8523 FOL 169</p> <p>Last Plan Reference: LOT 39 ON LP 13481 Postal Address: 3 POPLAR STREET THOMASTOWN 3074</p> <p>MGA94 Co-ordinates: E 325 660 (Of approx. centre of plan) N 5 827 790 Zone 55</p>		<p style="text-align: center; font-weight: bold;">Council Certification</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <p style="text-align: center;">THIS IS A SPEAR PLAN</p>					
<p style="text-align: center; font-weight: bold;">Vesting of Roads or Reserves</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Identifier</th> <th>Council/Body/Person</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table> <p>Depth Limitation: DOES NOT APPLY</p> <p>Staging This is not a staged subdivision Planning Permit No.</p>		Identifier	Council/Body/Person	NIL	NIL	<p style="text-align: center; font-weight: bold;">Notations</p> <p>SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY TO BOUNDARIES DEFINED BY BUILDINGS</p> <p>THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1, 2, 3 & 4</p> <p><u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-</u></p> <p>MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES</p> <p>HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALLS, DOORS AND WINDOWS IS CONTAINED IN THAT PARCEL</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL</p>	
Identifier	Council/Body/Person						
NIL	NIL						
<p>Survey: - This plan is based on survey</p> <p>To be completed where applicable This survey has been connected to permanent marks no(s). PM820 In proclaimed Survey Area no.</p>							
Easement Information							
<p>Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>		<p><u>LRS use only</u> Statement of Compliance / Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 28/08/2013</p>					
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	<p><u>LRS use only</u></p> <p>PLAN REGISTERED TIME: 12:32 DATE: 03/09/2013 Anthony Haynes Assistant Registrar of Titles</p> <p style="text-align: center;">SHEET 1 OF 2 SHEETS</p>		
<p>PRIOR & KELLY PTY LTD</p> <p>936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892</p>		<p>LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u></p> <p>SIGNATURE <u>DIGITALLY SIGNED</u> DATE / /</p> <p>REF 10730 VERSION 3</p>		<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3 (15/01/2013) NH</p>			

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS 708429M
----------------------------	----------------	---------------------------

MGA94 ZONE 55
SUBTRACT 7'18'10" FOR LP13481

ACACIA STREET

POPLAR STREET



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

ORIGINAL	SCALE
SHEET SIZE A3	SCALE 1:200
LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT)
 SIGNATURE _____ DATE ____/____/____
 REF 10730 VERSION 3

SHEET 2

DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____

**Plan of Subdivision PS708429M
Certifying a New Version of an Existing Plan
(Form 11)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023109M
Plan Number: PS708429M
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607990
Surveyor's Plan Version: 3

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 05/07/2013

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 10/07/2013

INFORMATION ONLY

Property Clearance Certificate

Land Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	25/87
Certificate No:	89542081
Issue Date:	15 APR 2025
Enquiries:	ESYSPROD

Land Address: UNIT 2, 3 POPLAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40762864	2	708429	11443	935	\$626.79

Vendor: FABIAN PASCUZZI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR FABIAN LUKE PASCUZZI	2025	\$180,000	\$626.79	\$0.00	\$626.79


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$420,000
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SITE VALUE (SV):	\$180,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$626.79
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Notes to Certificate - Land Tax

Certificate No: 89542081

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$180,000

Calculated as \$975 plus (\$180,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,200.00

Taxable Value = \$420,000

Calculated as \$420,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 89542081

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 89542081

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	25/87
Certificate No:	89542081
Issue Date:	15 APR 2025
Enquires:	ESYSPROD

Land Address: UNIT 2, 3 POPLAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40762864	2	708429	11443	935	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.2	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$420,000
SITE VALUE:	\$180,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89542081

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	25/87
Certificate No:	89542081
Issue Date:	15 APR 2025

Land Address: UNIT 2, 3 POPLAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
2	708429	11443	935

Vendor: FABIAN PASCUZZI

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 89542081

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 89542088

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 89542088

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Date of issue 16/04/2025	Assessment No. 873281	Certificate No. 171102	Your reference 76489930-018-3
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 2/3 Poplar Street THOMASTOWN 3074

Description: LOT: 2 PS: 708429M

AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$420,000	\$180,000	\$21,000

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 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$983.55
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$36.54
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 16/04/2025	\$4.33
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$686.00

<i>Balance of rates & charges due:</i>	\$690.32
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Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$690.32
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

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 **873281**



Phone 1300 301 185
Ref **873281**



Billers Code **5157**
Ref **873281**

Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref: 76489930-020-6, 76489930-021-3

7 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
Unit 2, 3 (Lot 2) Poplar Street, Thomastown**

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
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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 consult with Owner for copy of Building Notice where applicable)

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**

Termite Prone Area **No**

A BAL has been specified in a Planning Scheme **No**

Alpine Snowfall Prone Area **No**

Designated Land or Works **No**

Is an Infrastructure Levy applicable? **No**

If Yes –Please check [Council's website](#) for current applicable rate and payment methods

*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

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

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.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref: 76489930-020-6, 76489930-021-3

7 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
Unit 2, 3 (Lot 2) Poplar Street, Thomastown**

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 consult with Owner for copy of Building Notice where applicable)

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area **No**

Termite Prone Area **No**

A BAL has been specified in a Planning Scheme **No**

Alpine Snowfall Prone Area **No**

Designated Land or Works **No**

Is an Infrastructure Levy applicable? **No**

If Yes –Please check [Council's website](#) for current applicable rate and payment methods

*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

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
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 **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

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.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

15th April 2025

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA
LANDATA

Dear Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA,

RE: Application for Water Information Statement

Property Address:	2/3 POPLAR STREET THOMASTOWN 3074
Applicant	Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA LANDATA
Information Statement	30933424
Conveyancing Account Number	7959580000
Your Reference	402619

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	2/3 POPLAR STREET THOMASTOWN 3074
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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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

Melbourne Water Property Information Statement

Property Address	2/3 POPLAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

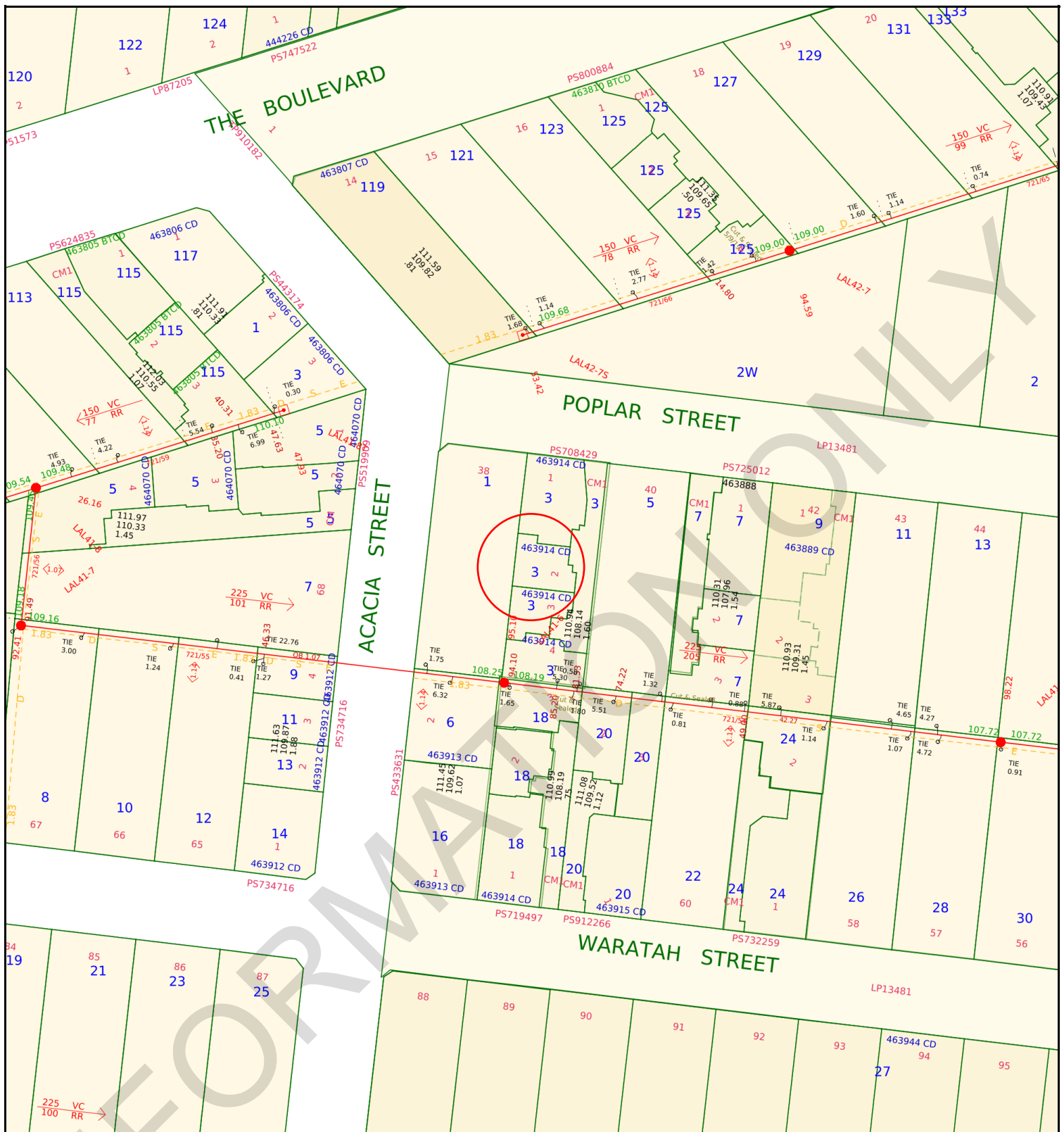
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30933424**

Address	2/3 POPLAR STREET THOMASTOWN 3074
Date	15/04/2025
Scale	1:1000



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

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

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2345128606
Rate Certificate No: 30933424

Date of Issue: 15/04/2025
Your Ref: 402619

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/3 POPLAR ST, THOMASTOWN VIC 3074	2\PS708429	5057545	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
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			\$191.01



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5057545

Address: UNIT 2/3 POPLAR ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30933424

HOW TO PAY



Biller Code: 314567
Ref: 23451286062

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ryans Law Offices C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 402619

NO PROPOSALS. As at the 15th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 3 POPLAR STREET, THOMASTOWN 3074
CITY OF WHITTLESEA

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

Date of issue: 15th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1129874

APPLICANT'S NAME & ADDRESS

RYANS LAW OFFICES C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

PASCUZZI, FABIAN LUKE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

402619

This certificate is issued for:

LOT 2 PLAN PS708429 ALSO KNOWN AS 2/3 POPLAR STREET THOMASTOWN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

15 April 2025

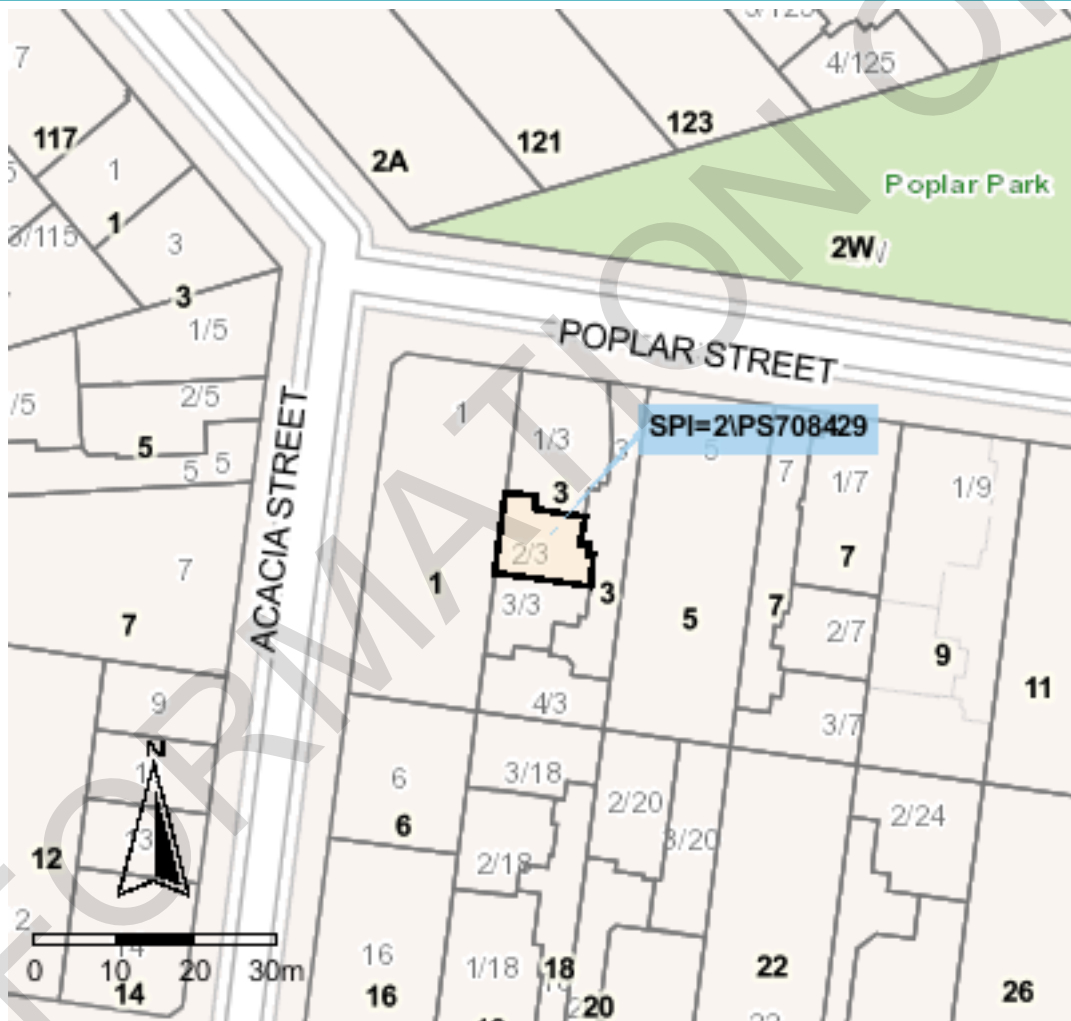
Sonya Kilkeny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 15 April 2025 07:26 AM

PROPERTY DETAILS

Address: **2/3 POPLAR STREET THOMASTOWN 3074**
Lot and Plan Number: **Lot 2 PS708429**
Standard Parcel Identifier (SPI): **2\PS708429**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **873281**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 A7**

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

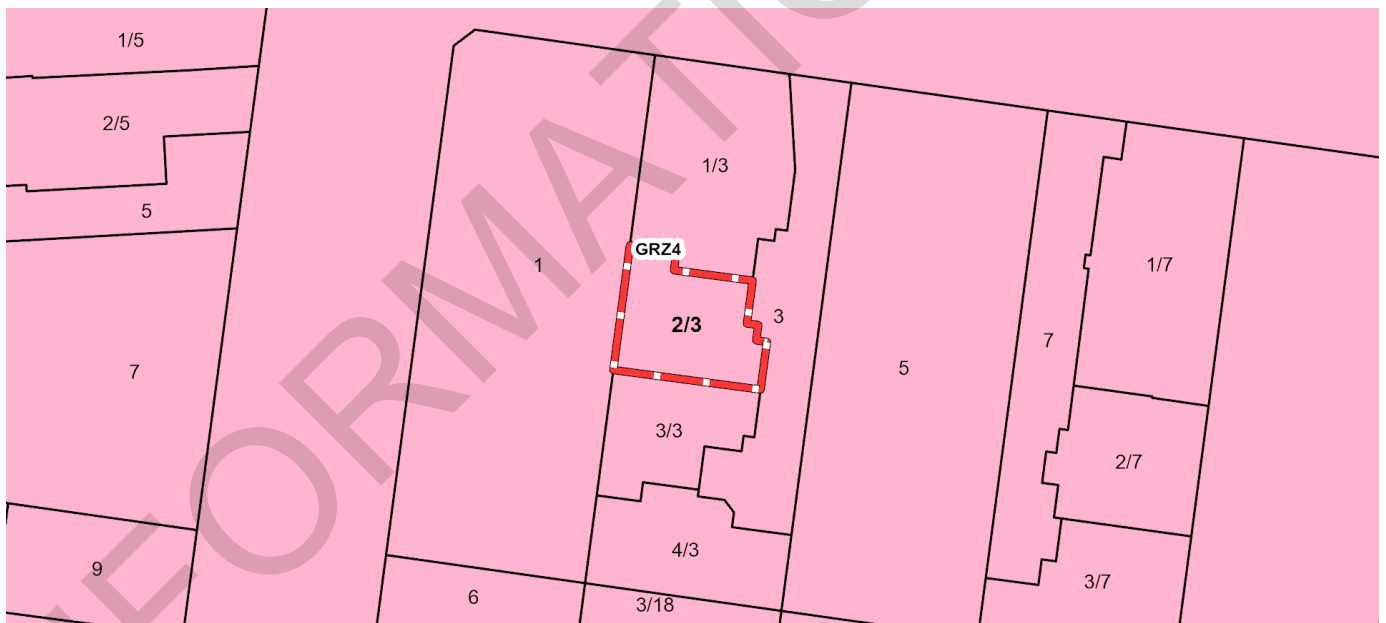
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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Read the full disclaimer at <https://www.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 10 April 2025.

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

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

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

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

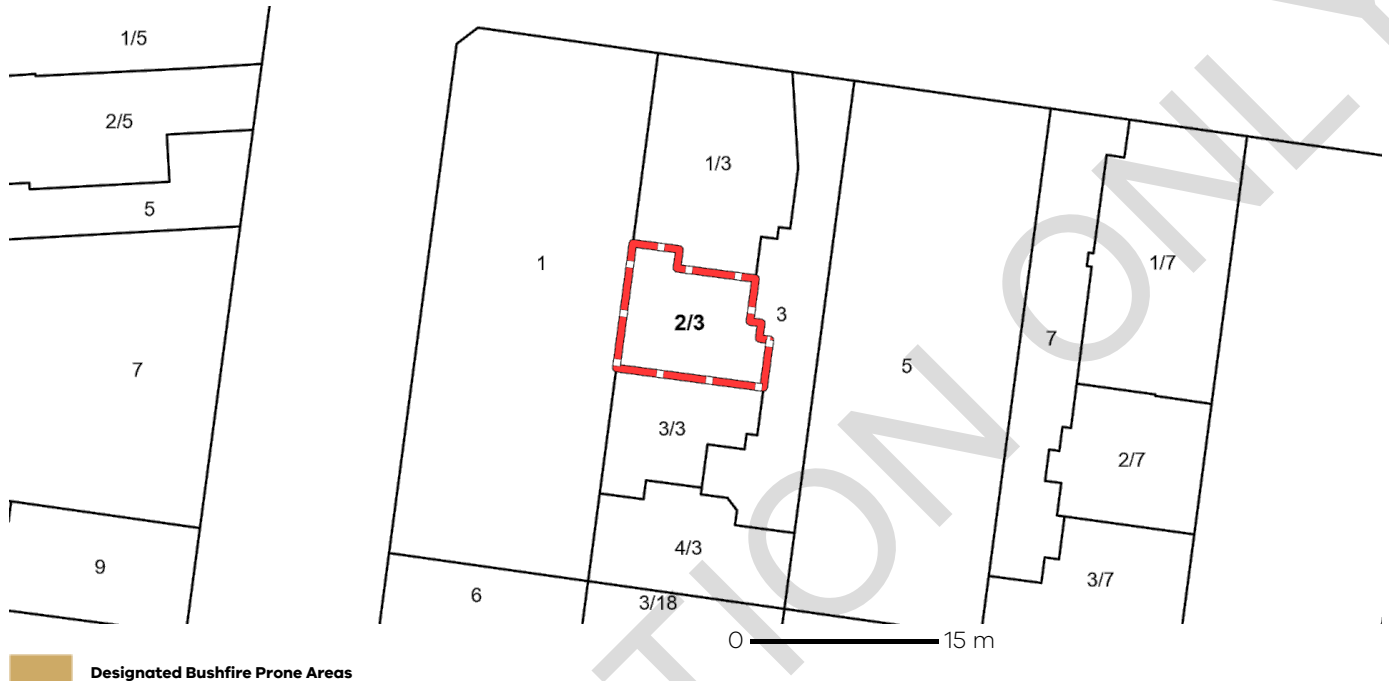
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

LOTSEARCH REFERENCE
LS079180 BR

REPORT DATE
15 Apr 2025 12:00:28

CLIENT ID
160071946

ADDRESS
2/3 POPLAR STREET,
THOMASTOWN VIC 3074

SITE AREA
100m²

COUNCIL
Whittlesea City



LOTSEARCH
ENVIRONMENTAL

LOT/PLAN
Lot 2, PS708429

Bushfire Risk Search

Disclaimer:

The purpose of this report is to provide a summary of publicly available bushfire information affecting the site as defined by the boundary shown on the maps within this report.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of bushfire risk at the site or the desirability or market value of the property or its features.

You should obtain independent advice from a suitably qualified consultant or advisor before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.

Natural hazard reporting and mapping by public authorities is constantly changing. This report is based on data listed in Report Datasets and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.



Bushfire Risk Search

Bushfire Risk Summary

Bushfire is a major natural hazard in many parts of Australia. The existence of bushfire hazards at a site could have a range of potential site impacts, including:

- how land can be used or developed;
- requirements under planning and building regulations;
- availability and cost of insurance; and
- threats to human safety and biodiversity values.

This report provides information on the potential bushfire hazard for a site and its surrounding area. It can be used to assist with understanding bushfire risk. The search results are based upon the data supplied on the dates given in the 'Report Datasets' section of this report.



Bushfire Prone Areas

Is this site in a designated Bushfire Prone Area?

No

The nearest Bushfire Prone Area is over 500m from this site.



Bushfire History

Does the bushfire history data indicate that a bushfire has previously burnt this site?

No

The nearest recorded bushfire was over 500m from this site.

Next Steps

Additional planning requirements may apply for development that is on land designated as Bushfire Prone. Refer to the 'Further Information' section of this report for an explanation of the hazard area and links to important resources. You should consult a suitably qualified consultant or advisor for specific information about how the bushfire hazard(s) presented in this report affect your particular circumstances.

LOTSEARCH REFERENCE
LS079180 BR

REPORT DATE
15 Apr 2025 12:00:28

CLIENT ID
160071946

ADDRESS
2/3 POPLAR STREET, THOMASTOWN
VIC 3074

SITE AREA
100m²

COUNCIL
Whittlesea City

LOT/PLAN
Lot 2, PS708429

CUSTOMER SUPPORT

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Bushfire Risk Search

Further Information

What are Bushfire Prone Areas?

In Victoria, a Bushfire Prone Area (BPA) is an area where bushfire hazard has been identified and mapped under the *Building Act 1993* (Vic). Properties located in a designated BPA are subject to specific building regulation requirements, including building to a national bushfire construction standard (Building Code of Australia).

What is the Bushfire Management Overlay?

The Bushfire Management Overlay (BMO) is a planning control at Clause 44.06 of the Victoria Planning Provisions, in the Planning Scheme. It applies to land with very high and extreme bushfire hazards. All areas where the BMO applies are also designated BPAs. A planning permit is required for some types of development to ensure bushfire risk is considered and bushfire protection measures are in place.

Further Resources for Bushfire Prone Areas and the Bushfire Management Overlay

Please consult your local planning scheme and the following links for further information:

- [Bushfire controls and preparing your property](#)
- [Clause 44.06 of the Victorian Planning Provisions](#)

Bushfire Preparation and Survival Resources

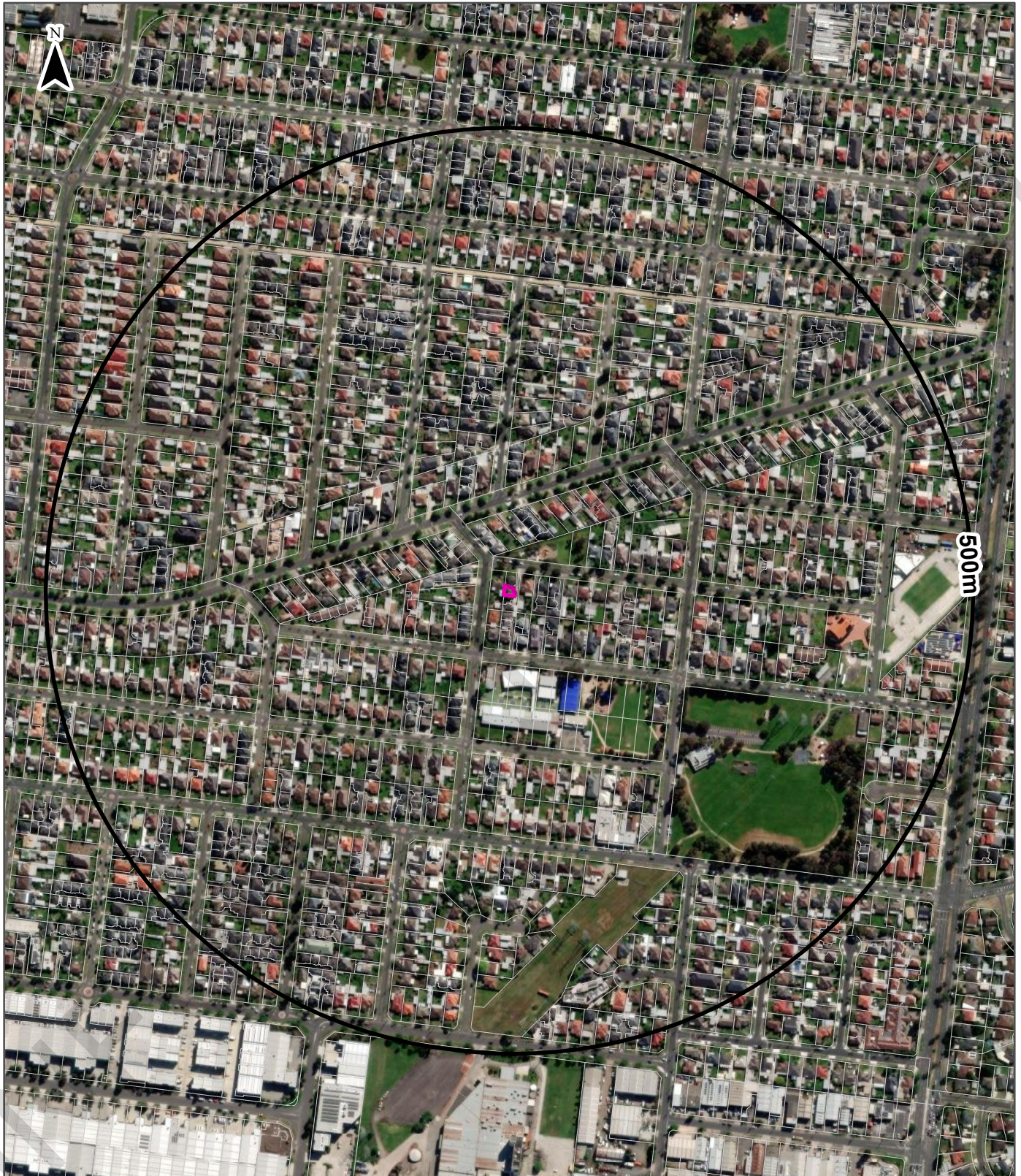
The absence of a mapped area of bushfire hazard does not mean that the site or its surroundings are hazard-free. Whether your site is in a BPA or not, you should consider visiting the links below to further understand bushfire hazards:

- [Country Fire Authority](#)
- [Bushfire Survival Plan](#)



Bushfire Prone Areas

2/3 POPLAR STREET, THOMASTOWN VIC 3074



Bushfire Prone Areas

Site Boundary

Search Radius - 500m

Property Boundary

Bushfire Management Overlay

Bushfire Management Overlay

Bushfire Management Overlay - Schedule 1

Bushfire Management Overlay - Schedule 2

Bushfire Management Overlay - Schedule 3

Out of State Coverage

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2023 - 2024

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

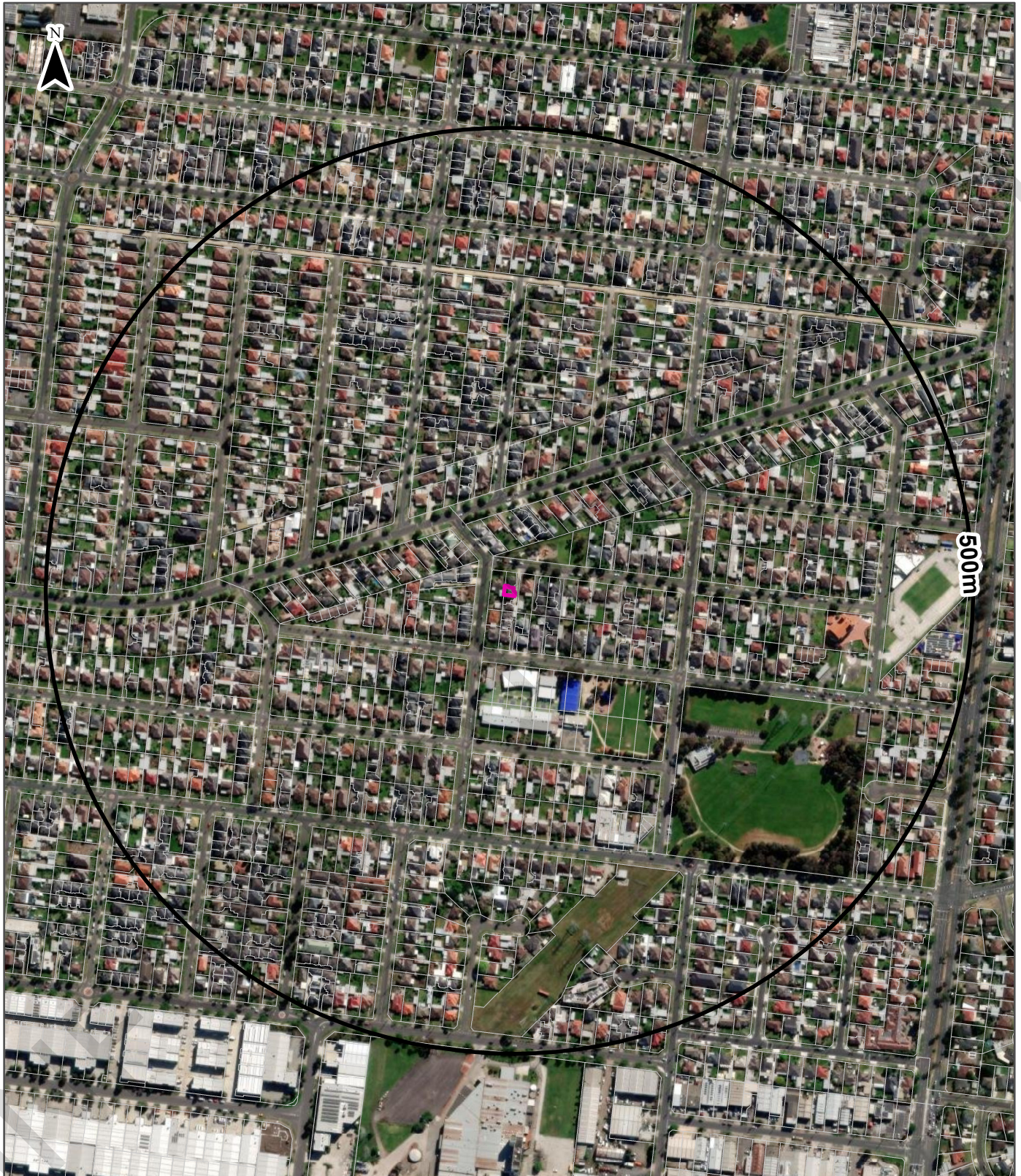
Scale (m)





Bushfire History

2/3 POPLAR STREET, THOMASTOWN VIC 3074



- Site Boundary
- Search Radius - 500m
- Property Boundary
- Area Burnt by Past Bushfire
- Bushfire Boundaries
- Out of State Coverage

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2023 - 2024

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

Scale (m)

0 200 400 600



LOTSEARCH

ENVIRONMENTAL

Bushfire Risk Search

Report Datasets

Datasets used within this report, detailing their custodian and currency. Please note:

- Prescribed burns have been excluded from bushfire history datasets
- Bushfire history data from neighbouring states may be excluded

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Bushfire Prone Area	VIC Department of Energy, Environment and Climate Action	21/03/2025	10/09/2024	Monthly
Planning Scheme Overlay	VIC Department of Energy, Environment and Climate Action	21/03/2025	21/03/2025	Monthly
Fire History	State Government Victoria - Department of Energy, Environment and Climate Action	24/03/2025	28/01/2025	Monthly

Useful Contacts

To obtain further information regarding bushfire hazard, please contact your local council or the Country Fire Authority.

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Country Fire Authority
www.cfa.vic.gov.au
(03) 9262 8444

Whittlesea City
<http://www.whittlesea.vic.gov.au>
info@whittlesea.vic.gov.au
(03) 9217 2170

[Click for 'Use of Report - Applicable Terms'](#)

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 2nd May 2025

1. OWNERS CORPORATION DETAILS

Plan Number: 708429
Address of Plan: 3 Poplar Street Thomastown 3074
Lot Number this statement relates to: 2

2. CERTIFICATE DETAILS

Vendor: Mr F Pascuzzi
Person requesting Certificate: InfoTrack on behalf of Ryans Law Offices
Reference: 25/87

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

Administrative Fund

The annual administrative levy fees for Lot 2 are **2,140.00 per annum** commencing on 1 October 2024. Levies for this plan are raised over **4 periods**.

Period	Amount	Due Date	Status
01/10/24 to 31/12/24	535.00	01/10/24	Paid
01/01/25 to 31/03/25	535.00	01/01/25	Paid
01/04/25 to 30/06/25	535.00	01/04/25	Paid
01/07/25 to 30/09/25	535.00	01/07/25	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	0.00	30 June 2025
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

6. OTHER CHARGES

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

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 2 May 2025:

Account / Fund	Amount
Administrative Fund	6,592.16
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 2 MAY 2025	\$6,592.16

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0007345
Expiry Date	9-September-2025
Insurance Company	CHU Insurance
Broker	
Premium	4981.77

Cover Type

Cover Type	Amount of Cover
Damage (i.e. Building) Policy	\$1,750,000
Loss of Rent	\$262,500
Property, Death and Injury (Public Liability)	\$20,000,000

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Charlane Pty Ltd t/as Hive Strata
ABN / ACN: 98 569 005 069
Address of Manager: PO Box 1703 PRESTON SOUTH VIC 3072
Telephone: 03 9908 2011
E-mail Address: info@hivestrata.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

- **See minutes of recent General Meeting attached.**

SIGNING

Signed by the registered manager in accordance with the Owners Corporations Act 2006.



Registered Manager

Full name: Charlotte Kuiper
Company: Hive Strata
Address: PO Box 1703 PRESTON SOUTH VIC 3072

02/05/2025

Date

Minutes of the Annual General Meeting

Owners Corporation for OC 708429M 3 POPLAR STREET Plan No. 708429

Meeting Date	19 November 2024		
Meeting Location	Zoom: Meeting ID: 865 2203 3584		
Time	05:00 PM	Opened: 05:00 PM	Closed: 05:30 PM
Lots Represented	Lot 2	Fabian Pascuzzi	Electronic vote
Chairperson	Candice D'Souza (Hive Strata)		
Additional Attendees			
Apologies			
Quorum	As a quorum was not present the meeting proceeded in accordance with s78 of the Owners Corporations Act 2006.		



Motion 1				
Appointment of Owners Corporation Manager	Ordinary Resolution Submitted by Strata Manager			
The Owners Corporation resolve that Charlane Pty Ltd, trading as Hive Strata, continues as the Manager to the Owners Corporation and agrees to have 2 lot owners sign the Contract of Appointment.				
If there is an absence of an elected Chairperson; the Owners Corporation, hereby resolves to delegate all powers and functions of the Owners Corporation, as defined under the Owners Corporations Act 2006, to the Owners Corporation Manager; Hive Strata. This delegation shall remain in effect until resolved otherwise at a future General Meeting or unless the Manager is requested by petition to call a Special General Meeting (SGM).				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 1 Alternatives				
Alternatives for Appointment of Owners Corporation Manager	Motion Alternatives Submitted by Strata Manager			
(Option A) I vote to appoint Charlane Pty Ltd, trading as Hive Strata as manager to the Owners Corporation for a term of 1 year, with the management continuing to be reviewed at each annual general meeting. I note that this will require a new contract of appointment to be signed at, or following, each annual general meeting.				
(Option B) I vote to appoint Charlane Pty Ltd, trading as Hive Strata as manager to the Owners Corporation for a term of 3 years, with the contract of appointment circulated with the agenda being amended to a 3 year term, negating the need to have a new contract signed at the next two annual general meetings.				
'OPTION A' has been selected with the highest votes.				
VOTES	A : 1	B: 0		Inv: 0

Notes
Hive Strata will send a copy of the contract of appointment to two lot owners for electronic signing following the meeting.

Motion 2				
Previous Minutes	Ordinary Resolution Submitted by Strata Manager			
To resolve that the minutes of the previous annual meeting held on 23 November 2023, as circulated be adopted as a true record of that meeting.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 3				
Manager's Report	Ordinary Resolution Submitted by Strata Manager			
The Owners Corporation resolves to adopt the written report enclosed with the agenda notice.				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 4				
Insurance Summary & Renewal	Ordinary Resolution Submitted by Strata Manager			
To resolve that the Owners Corporation adopts the recommendation of the most recent and current insurance valuation at renewal each year. The level of loss of rent/temporary accommodation, legal liability and any other applicable insurance coverage for the coming year be retained at the current level listed below or increased if required by any relevant legislative changes.				
Current Insurance Valuation:				
Most Recent Valuation Date	11 July 2023			
Valuation Amount	\$1,750,000.00			
Current Insurance Levels:				
Insurance Company	CHU			
Policy Number	HU0007345			
Renewal Date	09/09/2025			
Current Building Sum Insured	\$1,750,000.00			
Legal Liability	\$20,000,000.00			
Loss of Rent/Temp Accommodation	\$262,500.00			
<i>Staff at Hive Strata are authorised representatives of CHU Underwriting Agencies Pty Ltd, Body Corporate Brokers (BCB) and Whitbread Insurance Brokers as per Chapter 7 of the Corporations Act. The Owners Corporation must provide clear instruction for the renewal of the insurance to ensure the continuity of cover to comply with the Owners Corporation's legal responsibilities.</i>				
<i>Hive Strata only use the resolutions of the Owners Corporation to place coverage in relation to the Owners Corporation insurance policy and will use the broker's recommendation, if applicable, for choice of insurer unless instructed otherwise by the Owners Corporation.</i>				
<i>Copies of the CHU, Flex and Whitbread "Financial Services Guide" (FSG) are available from our office. These documents set out the services that an authorised representative can provide to Owners Corporation clients.</i>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 5				
Financial Report	Ordinary Resolution Submitted by Strata Manager			
<p>To resolve that the Special Purpose Financial Report (SPFR), as prepared by Hive Strata and presented for the period ending 30/9/24 be adopted as a true record of transactions of the Owners Corporation.</p> <p>Please note that if the Owners Corporation is classified as tier 1-4, then it must comply with the requirements in of Sections 34 & 35 of the Owners Corporations Act 2006.</p> <p>A tier one (more than 100 occupiable lots) Owners Corporation must have the financial statements audited. A tier two (51 to 100 occupiable lots) Owners Corporation must have the financial statements reviewed by an independent person, and may resolve to have the financial statements audited by an independent person. Tier three or four (3 to 50 occupiable lots) Owners Corporations may resolve to have either an audit or a review by an independent person.</p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0

Motion 6				
Annual Budget and Owners Corporation Levies	Ordinary Resolution Submitted by Strata Manager			
<p>To resolve that the total budget of \$8,560.00, as presented be accepted, then implemented on 01/01/2025. This sets unit owner's quarterly contributions at \$535.00.</p> <p>Levy contributions are due on the first day of January, April, July & October, with a financial reporting period commencing on 1 October.</p>				
Motion CARRIED.				
VOTES	Yes : 1	No: 0	Abs: 0	Inv: 0



Motion 7				
Arrears Policy / Debt Recovery (VCAT/Magistrate Manager's Discretion granted)		Ordinary Resolution Submitted by Strata Manager		
<p>To resolve that Hive Strata is authorised to issue debt recovery letters and/or issue final fee notices on behalf of the Owners Corporation and to engage a solicitor on behalf of the Owners Corporation to issue a Letter of Demand, lodge an application for recovery of arrears at the VCAT should it be deemed necessary. A charge for these services shall be charged to the lot owner in arrears payable on their next scheduled fee notice.</p> <p>To further resolve to continue with the current resolution that granted the Manager Discretion to choose between VCAT or Magistrates Court.</p> <p><i>Any overdue fees incur interest charged at the penalty interest rate and fees which are more than 90 days overdue incur a charge of \$55 for a final fee notice. Debts requiring more serious action may be referred to the Owners Corporations solicitor for collection under part 11 of the Owners Corporations Act 2006 at a cost to the unit owner in arrears.</i></p>				
Motion CARRIED.				
VOTES	Yes: 1	No: 0	Abs: 0	Inv: 0

Maintenance of Common Property	
Gardening Duties	
Owners are reminded that they remain responsible for the maintenance of the common property outside of their respective units.	

Building Maintenance
Unit owners are reminded that in accordance with the plan of subdivision, the structure; including the roof area of the building, is defined as private property, therefore, owners are responsible for any building maintenance required.

Other General Business	
2025 AGM	
The 2025 General Meeting shall again be held exclusively via Zoom unless owners contact Hive Strata and request a face-to-face meeting also be held in addition to the Zoom meeting.	

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers
and lot owners

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE
RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

**VENDOR:
FABIAN LUKE PASCUZZI**

**VENDORS STATEMENT TO THE
PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 ("THE ACT")**

**PROPERTY:
UNIT 2, 3 POPLAR STREET,
THOMASTOWN VIC 3074**

**MESSRS RYANS LAW OFFICES
LAWYERS
SHOP 1, 580 NICHOLSON STREET
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:25/87
DATE: 9 MAY 2025**