

DATED

2022

JAMIE ANTONIO CHIMIRRI

to

CONTRACT OF SALE OF LAND

PROPERTY: UNIT 2, 3 COOL STREET RESERVOIR VIC 3073



CHRISTOPHER WILLIAM LEGAL

37 Leveson Street
North Melbourne Vic 3051
Tel: (03) 9326 5300
Fax: (03) 9326 8589
REF: 22049

**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 land

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 (which are in standard form: see general condition 6.1)

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 they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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 / /2022

Print name(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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: _____

_____ on / /2022

Print name(s) of person(s) signing: JAMIE ANTONIO CHIMIRRI

State nature of authority, if applicable: NOT APPLICABLE

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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 a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO (THOMASTOWN)

219 High Street, THOMASTOWN VIC 3074

Email: sold@rataandco.com.au

Telephone: (03) 9465 7766

Mob:

Ref:

Vendor

JAMIE ANTONIO CHIMIRRI

Vendor's legal practitioner or conveyancer

CHRISTOPHER WILLIAM LEGAL

37 Leveson Street, NORTH MELBOURNE VIC 3051

PO Box 294, North Melbourne VIC 3051

Email: daniel@cw-legal.com.au

Tel: 03 9326 5300

Fax: 03 9326 8589

Ref: DK: 22049

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11596 Folio 800	2	PS725359K

The land includes all improvements and fixtures.

Property address

The address of the land is: **UNIT 2, 3 COOL STREET, RESERVOIR VIC 3073**

Goods sold with the land

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

Payment

Price \$.....

Deposit \$..... upon signing hereof being 10% of the sale price

Balance \$..... payable at settlement

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due onor earlier by mutual agreement.

Lease (general condition 5.1)

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:
 - a lease for a term ending on.....with.....options to renew, each of years OR
 - a residential tenancy for a fixed term ending on
 - OR
 - a periodic tenancy determinable by notice

Terms contract (general condition 30)

~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked.~~

Loan (general condition 20)

~~This contract is subject to a loan being approved and the following details apply if the box is checked:~~

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$..... Approval date:

Building report

~~General condition 21 applies only if the box is checked~~

Pest report

~~General condition 22 applies only if the box is checked~~

SPECIAL CONDITIONS

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

"Balance" means the balance of moneys due to be paid by the Purchaser to the Vendor under this Contract as set out in the Particulars of Sale;

"Business Day" means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria;

"Contract" means this contract of sale of real estate and includes the particulars, annexures and schedules hereto;

"Day of Sale" means the date upon which the Land is sold under this Contract as set out on the execution page of the Contract in the Particulars of Sale;

"Deposit" means the deposit due to be paid by the Purchaser to the Vendor under this Contract as described in the Particulars of Sale;

"FIRB" means the Foreign Investment Review Board;

"Guarantee" means the Guarantee annexed to this Contract and marked "A";

"Land" means the whole of the real estate described in the Particulars of Sale;

"Month" means a calendar month;

"Particulars of Sale" means the particulars of sale which form part of this Contract;

"Price" means the price to be paid by the Purchaser to the Vendor for the Land as described in the Particulars of Sale;

"Property" means the Land and improvements sold under this Contract;

"Property Address" means the address of the Property (if any) described in the Particulars of Sale;

"Purchaser" means the person or persons described in the Particulars of Sale and includes their successors and permitted assigns;

"Purchaser's Representative" means the solicitor or conveyancer (if any) described in the Particulars of Sale or such other Solicitors or Conveyancers as shall be notified from time to time to the Vendor's Representative as being the representative of the Purchaser;

"Registrar" means the Registrar of Titles;

"Settlement" means the settlement of the sale and purchase of the Land in accordance with this Contract;

"Settlement Date" is the date set out in the Particulars of Sale upon which the Balance is due to be paid by the Purchaser to the Vendor;

"Title Particulars" means those particulars which are set out in the certificate of title to the Land as described in the Particulars of Sale;

"Vendor" means the person or persons described in the Particulars of Sale and includes their successors and permitted assigns;

"Vendor's Agent" means the Estate Agents (if any) described in the Particulars of Sale;

"Vendor's Representative" means the solicitor or conveyancer (if any) described in the Particulars of Sale or such other Solicitors or Conveyancers as shall be notified from time to time to the Purchaser's Representative as being the representative for the Vendor;

"Vendor's Statement" means the statement provided by the Vendor to the Purchaser relating to the Property and in accordance with section 32 of the *Sale of Land Act 1962*;

1.2 **Proper Law**

This Contract is made and is to be construed in accordance with the laws of the state of Victoria and the parties expressly submit to the jurisdiction of the courts of Victoria.

1.3 **Number Gender and Persons**

A reference to any party includes its successors and permitted assigns, the word "person" includes a corporation (and vice versa), words importing the singular include the plural (and vice versa) and words importing any gender include all other genders.

1.4 **Headings**

Headings and clause headings have been included for guidance only.

1.5 **Business Days**

Where any act or thing is required by this Contract to be performed on a certain day and that day is not a Business Day, that act or thing shall be performed on the next following Business Day.

1.6 **Statutes etc.**

Reference to a statute or ordinance includes all regulations under and all amendments to that statute or ordinance whether by subsequent statute or otherwise, and a statute or ordinance passed in substitution for the statute or ordinance referred to, or incorporating any of its provisions.

1.7 **Joint and Several Liability**

Any covenant, obligation or undertaking on the part of two or more persons contained in this Contract binds them jointly and each of them severally.

1.8 **Severability**

In the event that any part of this Contract becomes void or unenforceable then that part shall be severed from this Contract with the intent that all parts that have not become void or unenforceable remain in full force and effect and will be unaffected by such severance.

1.9 **Further Assurances**

Each party to this Contract shall execute and deliver all such documents and shall do and shall procure to be done all such acts and things necessary, desirable or reasonable to give effect to this Contract.

1.10 **Non-Merger**

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

1.11 **Waiver**

No waiver of any breach of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any breach or subsequent breach.

2. **ACKNOWLEDGMENT**

The Purchaser acknowledges that before execution of this Contract or any other document in respect of the sale hereby effected, it received a copy of this Contract and the Vendor's Statement.

3. **ENCUMBRANCES**

3.1 The Purchaser buys the Property subject to any Act, Order, Regulation, By-Law and Local Law which may impose any restriction or condition upon the Property by or with the authority of any government, semi-government or judicial entity or authority including (without limitation) any applicable planning scheme.

3.2 The Purchaser purchases the Property subject to any easements or similar encumbrance affecting it and shall not make any requisition, or delay settlement or claim any compensation in respect thereto.

4. **ELECTRONIC CONVEYANCING**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.

4.1 This Special Condition has priority over any other provision to the extent of any inconsistency.

4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 4 ceases to apply from when such a notice is given.

4.3 Each party must:

- a) be, or engage a representative who is, a subscriber for the purpose of the Electronic Conveyancing National Law; and
- b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or to engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
- c) conduct the transaction in accordance with Electronic Conveyancing National Law.

4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6 Settlement occurs when the workspace records that:

- a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement electronically on the next business day.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 4.9 The Vendor must before settlement:
- a) deliver any keys, security devices and codes ("keys") to the estate agent named in the Contract; and
 - b) direct the estate agent to give the keys to the Purchaser or Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;

5. WHOLE CONTRACT

5.1 Entire Agreement

This Contract contains all terms and conditions relating to the sale of the Property by the Vendor to the Purchaser and the only enforceable obligations of the parties in relation to the said sale are those set out herein. Any and all representations, promises, conditions, warranties or other items leading up to this Contract which are not expressly contained in the Contract or the Vendor's Statement, including those which may have been made by the Vendor or by any person on behalf of the Vendor (including the Vendor's Agent) are expressly negated and withdrawn.

The Purchaser acknowledges that:

- (a) no information, representation or warranty provided or made by the Vendor, the Vendor's Agent or the Vendor's Representative was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no information, representation or warranty provided by the Vendor, the Vendor's Agent or the Vendor's Representative has been relied upon by it;
- (c) the Vendor makes no representation that the improvements on the land sold or any alterations and/or additions thereto comply with the requirements of the responsible authorities and save as is otherwise expressly provided, the Purchaser acknowledges that it is purchasing the property in its present condition and state of repair and subject to all faults and defects in the Property both patent and latent and subject to all Contaminants that may be in order on the Property
- (d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations alterations or improvements to the property sold;
- (e) the Purchaser has inspected the property and relies entirely upon its own inspection, searches and enquiries in connection with the Property;
- (f) to the extent permissible by law, the Vendor has no liability to the Purchaser for of or in connection with any information, representation or warranty that has been provided or made by or on behalf of the Vendor.

5.2 No requisition or objection

- (a) The Purchaser shall not make claim for any compensation, refuse or delay Settlement or payment of the Balance as a result of any alleged misrepresentation made by the Vendor's Agent or other person to it.
- (b) The Purchaser shall not make any claim for compensation, refuse or delay Settlement or payment of the Balance as a result of the state of repair or condition of the Property or in relation to any contaminant in or on the Property or in relation to any encroachment onto the Land or any encroachment by buildings on the Land over abutting lands or in relation to the location of any fences on the Land or on abutting lands or in relation to any failure to comply with any planning scheme, planning permits restrictive covenant or other restriction affecting the Property or any failure to comply with any building regulation. None of those things constitutes a defect in the Vendor's title.

6. PURCHASER ACCEPTS PROPERTY

- 6.1 Notwithstanding any other term of condition of this Contract, the Property is sold and shall be accepted by the Purchaser in a "as is", where is in condition with all faults and/or defects, as at the date the Purchaser signs the Contract.
- 6.2 The Purchaser will not make any claim due to the condition or state of repair of the Property or any part thereof.
- 6.3 Nothing in this Contract requires the Vendor to maintain the Property in the same condition as it was at the time this Contract was entered into.
- 6.4 The Vendor shall not be obliged or required to repair any part of the Property that may have been damaged or which is in a state of repair or is not in good working order.
- 6.5 No warranty is given as to the condition of the Property as at the Day of Sale or as at the Settlement Date.

7. ENVIRONMENTAL MATTERS

The Purchaser shall not make any claim due to any contamination or pollution of the Property and shall at its own expense comply with the requirements of every competent authority for the abatement of any pollution of the clean up or any environmental audit (or any combination of them) of the Property and shall release and keep the Vendor indemnified from and against all liabilities to perform any works or pay or contribute to the payment of any moneys arising in relation to any contamination or pollution affecting or emanating from the Property and hereby indemnifies the Vendor at all times from the cost of doing so.

8. SERVICES AND UTILITIES

8.1 The Purchaser acknowledges that:

- a) It agrees it shall pay for and be responsible for all costs of connecting or re-connecting or making available any electricity, gas, water, sewerage and telephone or other installations, services and utilities ("Services") to the Land; and
- b) The Land is sold and the Purchaser shall take title thereto subject to all existing services.

8.2 The Purchaser will not make any claim due to:

- a) The Services not being connected to or being made available to the Land;
- b) The nature, location, availability or non-availability of the Services;

- c) Any Service being a joint service with any other land or building;
- d) Any Service for any other property or building that passes through in or over the Land;
- e) Any sewer or water main or connection that passes through in or over the Land;
- f) Any manhole or vent on the Land;
- g) Any easements arising out of any Services; or
- h) Any matter directly or indirectly arising from (a) to (g) above.

9. INTEREST

General Condition 33 is hereby amended to provide that if the Purchaser defaults in payment of any money due under this Contract, interest at a rate 4% plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the Contract during the period of default.

10. FOREIGN ACQUISITIONS

- 10.1 The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) does not require it to obtain consent to enter this Contract.
- 10.2 If there is a breach of the warranty contained in clause 11.1 (whether intentional or not), the Purchaser hereby indemnifies the Vendor for any loss, damage or costs which the Vendor may incur as a result of such breach.
- 10.3 The warranty and indemnity contained in this clause does not merge on completion of the Contract.

11. STAMP DUTY & PURCHASERS BUYING UNEQUAL INTERESTS

- 11.1 If there is more than one Purchaser, it is the Purchasers' sole responsibility to ensure that the Contract correctly records, as at the Day of Sale, the proportions in which they are buying the Land ("the Proportions").
- 11.2 If the Proportions differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional stamp duty, which may be assessed as a result of such difference.
- 11.3 The Purchaser hereby indemnifies the Vendor, the Vendor's Agent and the Vendor's Representative against any liability which may be incurred by any or all of them arising from the description of the Proportions being different from those recorded in the Contract.
- 11.4 This indemnity does not merge on Settlement of the Contract.

12. STAMP DUTY & TAXATION INDEMNITY

- 12.1 The Purchaser must fully and truthfully disclose the circumstance of any nomination to the State Revenue Office.
- 12.2 The Purchaser hereby indemnifies and will keep indemnified at all times hereafter the Vendor and the Vendor's Representative against all liabilities claims proceedings and penalties of any nature whatsoever which may arise under the *Duties Act* 2000 relating to this Contract and/or any substitute contract and/or the Transfer of Land.
- 12.3 The Purchaser acknowledges that:

- (a) the Vendor makes no warranty as to the amount of any stamp duty due in respect of the Property and/or arising as a result of entry by the parties into this Contract;
- (b) the Purchaser has relied exclusively upon its own independent advice relating to its liability for payment of stamp duty; and
- (c) the Purchaser has relied exclusively upon its own independent advice in relation to any and all liability that it may have for payment of taxation and will make no claim against the Vendor in respect of any taxation liability incurred by it as a consequence of entering into this Contract.

12.4 The Purchaser is liable for payment of all stamp duty assessed on the Transfer of Land whether assessed on the value of the Land and improvements as at the Day of Sale or otherwise. The Purchaser will make no claim against the Vendor in respect of stamp duty payable by it resulting from its purchase of the Property.

12.5 This Special Condition shall not merge on completion of this Contract.

13. DUTIES ONLINE FORM

The purchaser may not delay or refuse to settle if the Duties Online Form has not been signed by the vendor at the time of settlement if the purchaser did not complete the Duties Online Form less than seven (7) days prior to settlement.

14. COVID-19 VIRUS

Defined Terms

14.1 In these Special Conditions:

"Covid-19 Virus" means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.

"Disinfected" means:

- a) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 Virus; and
- b) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation all door handles, light switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 Virus.

"Quarantine" means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.

"Relevant Authority" includes the Australian Government (including any health department of the same), the Victorian Government (including any health department of the same), and any individual local government council).

"Self-Isolate" or "Self-Isolation" means the isolation of an individual from other members of the public due to: a) having a confirmed case of Covid-19 Virus; b) being in close contact with a person with a confirmed case of Covid-19 Virus; or c) arriving in Australia after midnight on 15 March 2020.

"Transportation Impediment" includes any law, directive or requirement of a Relevant Authority (including that of any other country) which prevents, delays or interrupts travel by air, sea, rail, road or any other means over or across international, national and internal borders by which an individual reasonably seeks to return to that person's place of residence or work and includes a requirement to Quarantine or Self Isolate as a condition imposed to commence, continue or complete such travel.

Covid-19 Event

14.2 The Vendor and Purchaser acknowledge and agree that in the event prior to the Date for Settlement either party (including that party's company directors or secretary where the context permits):

- a) contracts or suffers the Covid-19 Virus;
- b) is placed in Quarantine or directed to Quarantine by a Relevant Authority;
- c) placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;
- d) needs to care for an immediate member of their household or family who is directly affected by special conditions 14.2(a) to 14.2(c) above;
- e) by reason of a Transportation Impediment is unable to return to Victoria or the party's usual place of residence or work elsewhere in the Commonwealth of Australia whereby that party is prevented to do or attend to anything necessary or incidental to complete Settlement; or
- f) (in the case of the Vendor) needs to remain on the Land for any reason related to special conditions 14.2(a) to 14.2(c) above;

(collectively and each being a "Covid-19 Event") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this contract by the Date for Settlement, then such party may, subject to compliance with the terms of special condition 14.3, extend the Date for Settlement by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) days, upon giving written notice to the other party.

14.3 The rights of the Vendor and Purchaser to extend the Date for Settlement in accordance with special condition 14.2 are subject to the following conditions:

- a) the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Date for Settlement;
- b) the affected party must provide reasonable evidence of the Covid-19 Event to the other party; and
- c) (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to be Quarantined or Self-Isolated on the Land at any time within a period of fourteen (14) days prior to the Date of Settlement, then the Vendor must either:
 - i. cause for the improvements, fixtures, fittings and Included Property on the Land to be Disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
 - ii. (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at Settlement an amount equal to \$500.00 plus GST.

15. GUARANTEE

15.1 General Condition 3 is deleted and replaced with the following:

"3.1. If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the purchaser must at the purchaser's expense procure the execution of the attached form of guarantee and indemnity by each of its directors and deliver it to the vendor together with the executed contract.

- 3.2. If the purchaser fails to procedure the execution of the guarantee in accordance with this General Condition within seven (7) days of the date of this Contract, the vendor may rescind this contract in accordance with General Conditions 34 and 35.”

16. LOSS OR DAMAGE BEFORE SETTLEMENT

For avoidance of doubt, General Condition 31.4, General Condition 31.5 and General Condition 31.6 are deleted.

17. NOMINATION

The Purchaser may nominate an additional or substituted purchaser or transferee if:

- a) This Contract states that the Property is sold to the Purchaser “and/or nominee”; and
- b) At least 10 Business Days before the Settlement Date, the Purchaser delivers to the Vendor’s Solicitor:
 - i. A signed notice nominating an additional or substituted purchaser or transferee;
 - ii. A copy of a signed statutory declaration in the form required by the commissioner of State Revenue and a signed acknowledgement by the Purchaser or transferee stating that it will pay any additional stamp duty assessed on the nomination;
 - iii. If the additional or substituted purchaser or transferee includes a corporation, a guarantee signed by the directors and any ultimate holding company of that corporation (as defined in the Corporations Act) in the form of the Guarantee;
 - iv. If the words “margin scheme” are inserted into the GST clause in the Particulars of Sale, the Nominated Purchaser must sign a deed with the Vendor on terms acceptable to the Vendor which confirms that the parties agree that the margin scheme applies; and
 - v. A cheque payable to the Vendor’s Solicitors for \$500.00 plus GST to pay the Vendor’s Solicitors costs for dealing with the nomination.

18. DEFAULT

General Condition 32 is amended by adding the following new paragraph at the end of the General Condition:

“The Purchaser is placed on notice that the following items constitute “a reasonably foreseeable loss”

- A. Expenses including interest payable by the Vendor under any existing loan secured over the property or other property of the Vendor calculated from the settlement date;
- B. The Vendor’s legal costs and expenses as between the Solicitor and Vendor incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 (inclusive of GST) for each notice;
- C. any commission and other expenses claimed by the Vendor’s Estate Agent or any other person relating to sale of the property;
- D. legal fee incurred by the Vendor in rebooking settlement in the sum of \$150.00 (GST inclusive) and any bank fees for rebooking settlement;
- E. all costs associated with obtaining bridging finance to complete the Vendor’s purchase of another property and interest charged on such bridging finance;

- F. penalties and other expenses payable by the Vendor due to any delay in completion of the purchase of another property including accommodation expenses necessarily incurred by the Vendor.

19. DEPOSIT

19.1 Investment of Deposit

The parties agree that the Vendor may, but is not obliged to, invest any part of the Deposit with any Bank chosen by the Vendor.

19.2 Interest

The interest earned on any part of the Deposit invested by the Vendor must be:

- a) paid to the Vendor upon Settlement of this Contract;
- b) released and forfeited to the Vendor if this Contract is lawfully terminated by reason of the breach of the Purchaser without prejudice to any other right that the Vendor may have arising from the breach; and
- c) released to the Purchaser if this Contract is lawfully terminated other than as a result a default on the part of the Purchaser.

19.3 Tax File Numbers

- a) Each party must, within 7 days of the day of Sale, notify the Vendor's Solicitor in writing of its tax file number.
- b) Each party authorises the Vendor's Solicitor to give its tax file number to the Bank with which the Deposit is to be invested.
- c) If the Vendor's Solicitor is not informed within 7 days of the day of Sale of the tax file numbers for the parties, tax may be deducted from any interest earned on the Deposit at the top marginal rates.

19.4 No Claim

No claim shall be made against the Vendor's Solicitor arising from or related to investment of the deposit pursuant to this special condition.

20. STATEMENT OF ADJUSTMENTS

20.1 The Purchaser must deliver the Statement of Adjustments to the Vendor's Solicitor at least Ten (10) Business Days before the earlier of:

- (a) the date the balance of the Price is required to be paid under this Contract; and
- (b) the date the Purchaser becomes entitled to possession or receipt of the rents and profits of the Property.

20.2 If the Purchaser fails to deliver the Statement of Adjustments in accordance with this special condition, the Vendor is not required to effect Settlement until ten (10) Business Days after the Statement of Adjustments are delivered to the Vendor's Solicitor, and the Purchaser shall be deemed to have made default in payment of the balance of the Price from the Settlement Date until the date that is ten (10) Business Days from the date on which the Statement of Adjustments is delivered to the Vendor's Solicitors in accordance with special condition.

20.3 The Purchaser must provide to the Vendor with the Statement of Adjustments copies of all certificates and other information used to calculate the Statement of Adjustments.

21. HAZARDOUS MATERIALS

21.1 In this section, "**Hazardous materials**" includes all hazardous substances and any pollutant or contaminant defined as such in (or for the purposes of) any Federal, State, or local statute, law, ordinance, rule or regulation, regulating or imposing a liability or standard of conduct concerning any such substance or material.

21.2 On and from the day of sale, the Purchaser:

- a) Assumes full responsibility for the presence of Hazardous Materials on the Property and anything incidental to them, including compliance with all relevant legislation, all Property Controls and the requirements of any relevant authority in respect to them.
- b) Agrees to keep the Vendor indemnified against the responsibility referred to in Special Condition 21.2(a) and all claims, resulting in any way from the existence of Hazardous Materials on or emanating from the Property, including actions based on injury to any person or property; and
- c) Waives all Purchaser's rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

21.3 Without limiting Special Condition 21.2, the Purchaser acknowledges and agrees:

- a) That it purchases the Land in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- b) That no representation or warranty and no indemnity of any kinds has been made or given by or on behalf of the Vendor concerning the existence or otherwise of any Hazardous Materials on or in the Land or concerning the risk of any possible harm or detriment which may be caused to any beneficial use of the Land;
- c) That no representation or warranty and no indemnity of any kind has been made or given by or on behalf of the Vendor concerning the existence or otherwise of any underground tanks on or in the Land;
- d) That it has made all of its own investigations and enquiries concerning any Hazardous Materials that may be present on, in or under the Land;
- e) Not to raise any requisition, make any objection to the Vendor's title, make any claim against the Vendor or otherwise exercise any Purchaser's rights howsoever arising in respect of any Hazardous Materials or any harm or detriment which may be caused to any beneficial use of the Land;
- f) That the Vendor shall not be liable under any circumstances or in any way to the Purchaser in respect of the presence of any Hazardous Materials in the Land and the Purchaser, from settlement of this Contract, hereby indemnifies and undertakes to keep indemnified the Vendor and forever releases and discharges the Vendor from and against:
 - i. The existence of any Hazardous Materials in the Land or in respect of any remedial action to be taken by the Purchaser of such Hazardous Materials and whether in compliance with any notice or order issued by any relevant governmental authority or otherwise; and
 - ii. All actions, proceedings, claims and demands whatsoever which may be brought made or prosecuted against the Purchaser or Vendor by any persons in respect of any injury, illness or death arising out of contact or use by such persons of the soil on the Land or exposure to Hazardous Materials and including all costs, damages

and expenses which may be incurred by the Vendor its officers servants or agents in defending or settling such actions, proceedings, claims and demands; and

- g) Waives all Purchaser's rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.

22. INSOLVENCY EVENT

22.1 In this section, "Insolvency Event" means in relation to a person, any of the following:

- a) The person, being an individual, commits an act of bankruptcy
- b) The person becomes insolvent;
- c) The person assigns any of its property for the benefit of creditors or any class of them;
- d) A receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- e) The holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- f) A judgment or order is made against the person in an amount exceeding \$10,000.00 (or equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- g) Any step is taken to do anything listed in the above paragraphs; and
- h) Any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

22.2 If an Insolvency Event occurs in relation to the Purchaser or any Guarantor under the Guarantee at any time prior to the Settlement date, the Purchaser shall be deemed to have committed a default under this Contract and the Vendor may at any time thereafter exercise any of its rights in accordance with this Contract, including rescission.

23. AUCTION

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

GUARANTEE AND INDEMNITY

I/We

of

(hereinafter called "the Guarantors") in consideration of the within-named Vendor having agreed at the request of the Guarantors to sell the within mentioned land to the within mentioned Purchaser **DO HEREBY JOINTLY AND SEVERALLY GUARANTEE** the due and punctual payment by the Purchaser to the Vendor of the moneys payable to the Purchaser on any default, repudiation or otherwise and **DO HEREBY JOINTLY AND SEVERALLY INDEMNIFY AND AGREE TO KEEP INDEMNIFIED** the Vendor against the failure by the Purchaser to make due and punctual payment of such moneys and it is hereby declared:-

1. The joint and several liabilities of the Guarantors shall not be abrogated prejudiced or affected by:-
 - a) the granting of time credit or any indulgence or other concession to the Purchaser or to any party to any negotiable instrument made drawn given accepted or endorsed by the Purchaser or the Guarantors.
 - b) any compounding with the Purchaser or the said party to any negotiable instrument and any release and discharge of the Purchaser or all or any of the said parties to a negotiable instrument from liability under the foregoing indemnity and guarantee and any compromise abandonment waiver variation relinquishment or renewal or any securities documents of title or assets or any of the rights of the Vendor or by anything done or omitted or neglected to be done by the Vendor or by anything done or omitted or neglected to be done by the Vendor in exercise of the authorities powers and discretions vested in it by any dealing or thing which but for this provision might operate to abrogate prejudice or affect this Indemnity and Guarantee;
 - c) the Vendor obtaining a judgement against the Purchaser in any Court of competent jurisdiction for payment of the whole or any part of the amount or amounts from time to time owing by the Purchaser;
 - d) the vendor assenting to any assignment by the Purchaser for the benefit or creditors and to any deed or scheme of arrangement or deed of composition under the Companies Act or the Bankruptcy Act;
 - e) any other person or corporation giving an indemnity or guarantee of the Purchaser's obligations to the Vendor;
 - f) the liability of the Purchaser ceasing for any cause;
 - g) reason of any security held or taken by the Vendor to secure the Purchaser's or the Guarantor's obligations being void defective or informal;
 - h) the Vendor accepting a repudiation of the Contract by the Purchaser and shall extend to any amounts payable by the Purchaser by way of damages or otherwise and whether payable under this Contract or by any action taken by the Vendor.
2. The Indemnity and Guarantee is to be continuing Indemnity and Guarantee and shall remain in full force until the full amount for which the Guarantors are jointly and severally liable hereunder has been paid to the Vendor.
3. The Indemnity and Guarantee hereby given shall be a principal obligation and shall not be treated as ancillary or collateral with any other obligation howsoever created to the intent that the Indemnity and Guarantee shall be enforceable without first taking any steps or proceedings against the Purchaser and notwithstanding the loss by the Vendor of any security and notwithstanding any laches acts or omissions on the part of the Vendor.
4. The Vendor may determine from time to time when it shall enforce or refrain from enforcing the Indemnity and Guarantee.

5. In the event of the liquidation of the Purchaser the Guarantors shall not be entitled to prove in such liquidation in competition with the Vendor and the Guarantors hereby authorise the Vendor to prove for all moneys owing to it by the Purchaser and not paid and to retain and carry to a suspense account and at the discretion of the Vendor to appropriate amounts received in respect thereof until the Vendor shall have received one hundred cents in the dollar in respect of such moneys owing to it by the Purchaser. The Guarantors waive in favour of the Vendor all rights whatsoever against the Vendor and the Purchaser and any other person estate or other assets so far as necessary to give effect to anything in this Indemnity and Guarantee contained.
6. This Indemnity and Guarantee shall not prejudicially affect or be prejudicially affected by any other security or guarantee now or hereafter held by the Vendor for any moneys in respect of which this Indemnity and Guarantee has been given but such other security or guarantee shall be deemed to be collateral herewith. The Guarantors will not as against the Vendor in any proceedings claim the benefit or seek the transfer of any security or any part thereof.
7. The joint and several liability of the Guarantors hereunder shall extend to all amounts which the Vendor has been paid by the Purchaser but which the Vendor is obliged to repay on the ground of preference or otherwise.
8. The Vendor may withdraw or waive any demand made by it on the Guarantors in which case such demand shall be considered for all purposes in connection with this Indemnity and Guarantee not to have been made and the money hereby indemnified and guaranteed shall not be deemed to have become payable by the Guarantors.
9. The provisions of any act regulation or proclamation now or hereafter to be in force providing the postponement or payment of debts or affecting the exercise of the rights or creditors are hereby expressly excluded from and shall not apply to this Indemnity and Guarantee.
10. Each Guarantor agrees that he shall be liable hereunder notwithstanding that any other person or entity intended to be a guarantor in respect of all or any of the said money shall refuse or fail to sign this or any other guarantee.
11. In this Indemnity and Guarantee where the context shall so require or admit words importing the singular shall be deemed and taken to include the plural and the plural the singular and the masculine gender includes the feminine and neuter genders and vice versa and the expression "the Guarantors" shall in case of a sole individual Guarantor include his or her personal representatives and in the case of more than one individual Guarantor include all the Guarantors jointly and each of them severally and their respective personal representatives.

Dated:

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

Witness Name

Witness signature

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

Witness Name

Witness signature

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal*

Property Securities Act 2009 (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same

meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;

- (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a ‘margin scheme’ supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) ‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) ‘GST’ includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person

nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the

purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser'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.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

issued or made on or after the day of sale that does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

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

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

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

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

DATED

2022

JAMIE ANTONIO CHIMIRRI

VENDORS STATEMENT

PROPERTY: UNIT 2, 3 COOL STREET, RESERVOIR VIC 3073



Christopher William Legal
Solicitors
37 Leveson Street
NORTH MELBOURNE VIC 3051
Tel: 03 9326 5300
Fax: (03) 9326 8589

Ref: DK:22049

Vendor Statement

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 COOL STREET, RESERVOIR VIC 3073	
Vendor's name	JAMIE ANTONIO CHIMIRRI	Date / / 2022
Vendor's signature		
Purchaser's name		Date / / 2022
Purchaser's signature		
Purchaser's name		Date / / 2022
Purchaser's signature		

INFORMATION ONLY

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificates.

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
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Other particulars (including dates and times of payments): Other than usual rates notices, NONE TO THE VENDOR'S KNOWLEDGE.

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of *the Building Act 1993* applies to the residence.

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 documents.

any easements implied under sections 12 and 24 of the Subdivisions Act 1988(Vic);

any encumbrances in favour of Yarra Valley Water; or

any public rights of way and private easements arising by the use of the land by persons other than the Vendor.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 under section 192A of 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.

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:

Other than those disclosed in the attached Certificates, Permits or correspondence from the Authorities (if any), NONE TO THE VENDOR'S KNOWLEDGE. However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the Vendor. The Purchaser should make its own enquiries as considered appropriate by the Purchaser.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department of 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

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

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):

See attached certificates.

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*.

6.1 Attached is a current owners corporation certification with its required accompanying documents and

statements issued in accordance with section 151 of the *Owners Corporation Act 2006*.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

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):

Not Applicable.

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.)

Vacant Residential Land or Land with a Residence

Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

1. Register Search Statement Certificate of Title Volume 11596 Folio 800
2. Copy of the Plan PS725359K
3. Covenant 1313325
4. Owners Corporation Basic Search Report
5. Planning Certificate
6. Property Report
7. Planning Property Report
8. VicRoads Certificate
9. Environment Protection Authority: Extract of Priority Sites Register
10. City of Darebin Building Regulation 51(1) Certificate
11. Building Permit No.BS-U 39290/20140494/0
12. Building Permit No. BS-U 39290/20140494/0
13. Occupancy Permit BS-U 39290/20140494/0
14. Domestic Building Warranty Insurance Certificate
15. City of Darebin Land Information Certificate
16. Yarra Valley Water Information Statement
17. State Revenue Office Property Clearance Certificate
18. Owners Corporation Certificate and associated documents
19. Due diligence checklist

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

Page 1 of 2

VOLUME 11596 FOLIO 800

Security no : 124096249401P
Produced 18/03/2022 05:30 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 725359K.

PARENT TITLES :

Volume 05611 Folio 072 Volume 11381 Folio 381

Created by instrument PS725359K 09/09/2015

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JAMIE ANTONIO CHIMIRRI of 11/9 KING EDWARD AVENUE ALBION VIC 3020
PS725359K 09/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE679196J 20/10/2006

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AM304182W 05/11/2015

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT 1313325

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 PS725359K 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 COOL STREET RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

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

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS725359K

DOCUMENT END

INFORMATION ONLY

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Document Type	Plan
Document Identification	PS725359K
Number of Pages (excluding this cover sheet)	3
Document Assembled	18/03/2022 17:32

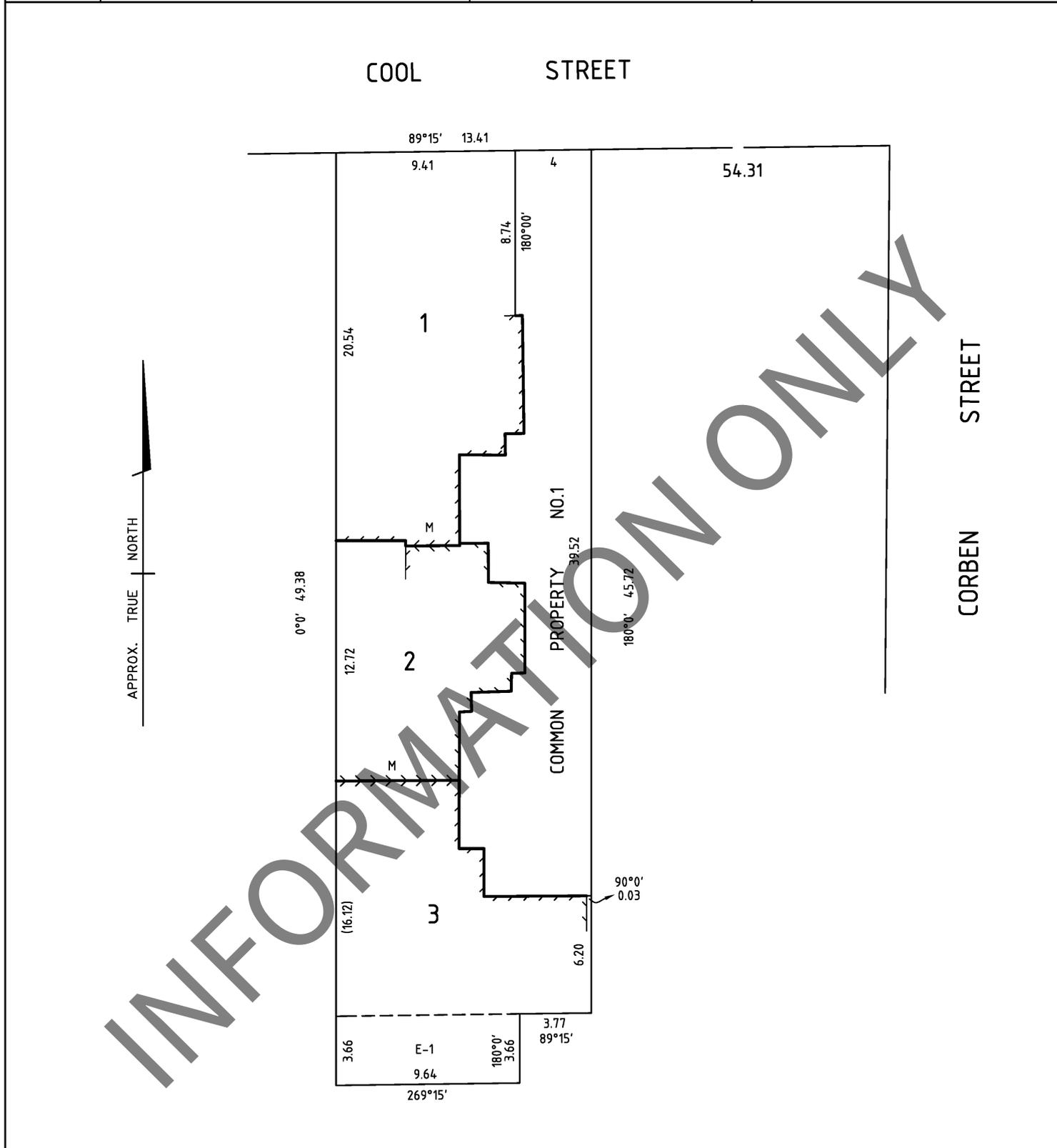
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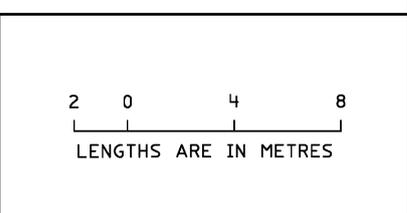
INFORMATION ONLY

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS725359K
----------------------------	----------------	---------------------------------



BRIAN WATSON SURVEYING
 454 Waverley Road, EAST MALVERN. 3145
 Phone: 9572 3122 Fax: 9572 3144

ORIGINAL	SHEET SIZE
SCALE 1:200	A3



LICENSED SURVEYOR - BRIAN W. WATSON

SIGNATURE.....DATE / /

REF 6753 VERSION 3

Sheet 2

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

Plan of Subdivision PS725359K

**Concurrent Certification and Statement of Compliance
(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S050564B

Plan Number: PS725359K

Responsible Authority Name: Darebin City Council

Responsible Authority Reference Number 1: SUB/70/2014

Responsible Authority Reference Number 2: D/287/2014

Surveyor's Plan Version: 3

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Ben Nicholson

Organisation: Darebin City Council

Date: 16/07/2015

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 18/03/2022 05:32:34 PM

OWNERS CORPORATION 1
PLAN NO. PS725359K

The land in PS725359K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

3 COOL STREET RESERVOIR VIC 3073

OC027392D 09/09/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC027392D 09/09/2015

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
Total	300.00	300.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/03/2022 05:32:34 PM

**OWNERS CORPORATION 1
PLAN NO. PS725359K**

Statement End.

INFORMATION ONLY

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Document Type	Instrument
Document Identification	1313325
Number of Pages (excluding this cover sheet)	4
Document Assembled	18/03/2022 17:12

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INFORMATION ONLY

2800544

JOHN W. MCCOMAS AND CO.

1312 1313325

VICTORIA

TRANSFER OF LAND.

O.O.T.
TRANSFERS
11.5

I RICHARD STAPLES of Gilbert Road Preston Butcher 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 *five thousand three hundred and thirty one pounds* said to me by THORNBURY PARK PROPRIETARY LIMITED the registered office of which is situate at 501 Little Collins Street Melbourne DO HEREBY TRANSFER to the said Thornbury Park Proprietary Limited ALL my estate and interest in ALL THOSE pieces of land including (i) Lots 1 to 5 (both inclusive), 7 to 40 (both inclusive), 45 to 50 (both inclusive), 53 to 78 (both inclusive), on Plan of Subdivision No. 8472 lodged in the Office of Titles; (ii) Lots 4, 6 to 16 (both inclusive), 21, 22, 28, 30 to 33 (both inclusive), 35, 36, 40, 42 to 54 (both inclusive), 57, 61 to 63 (both inclusive), 65, 66, 72 to 79 (both inclusive), 82, to 123 (both inclusive) on Plan of Subdivision No. 8744 lodged in the Office of Titles and (iii) so much of the land colored brown green and blue on the said Plans of Subdivision as is contained in the Certificate of Title hereinafter mentioned and being parts of Crown Portions 147 and 148 at Preston Parish of Jika Jika County of Bourke and being parts of the land more particularly described in Certificate of Title entered in the Register Book Volume 4546 Folio 909068 Together with all registered appurtenant easements AND the said Thornbury Park Proprietary Limited doth hereby for itself and its transferees registered proprietor or proprietors for the time being of the said ^{Land} Lots hereby transferred or any part or parts thereof COVENANT with the said Richard Staples and/or his transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that it or they will not at any time hereafter use or permit or allow to be used the land hereby transferred or any part or parts thereof for quarrying or brickmaking operations or dig carry away or remove or permit or allow to be dug carried away or removed any marlstone earth clay gravel or sand from off the said land hereby transferred AND IT IS REQUESTED that this covenant should



I Cert to issue

1st Cert Council
Preston blue & green
5262/303 & Pt
5262/304
Area not given
being Pt 147 & 148 of Preston
at 1/1/1927
Parish of Jika Jika
County of Bourke
E of The Court 1313325
Note blue and green of 1/1/1927

2nd Cert
Preston blue & green
5262/302
Area not given
being Pt 147 of Preston
& being etc as 1/1/1927
E of The Court 1313325
Note blue and green of 1/1/1927

IMAGED

17/1/27
10.10.27

be noted on and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED the 8th day of April 1927.

SIGNED by the said RICHARD STAPLES }
within Victoria in the presence of } R. Staples

John W. Whoman & Co
Solicitors Melbourne.

THE COMMON SEAL of THORNBURY PARK }
PROPRIETARY LIMITED was hereto affi- }
xed by order of the Directors in the }
presence of *N. J. O'Keefe* }

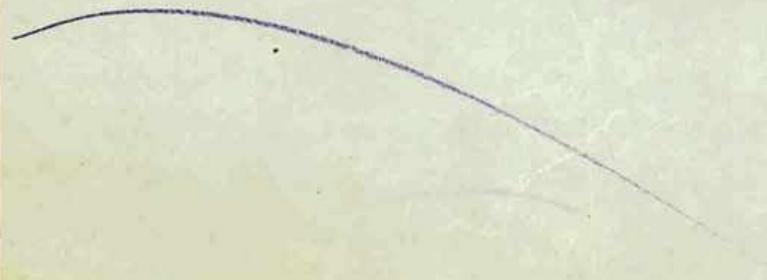
R. W. S. ... Directors

E. ... Secretary

ENCUMBRANCES REFERRED TO.

As to the land thirdly described - Any easements subsisting over upon or affecting same or implied under Act No. 3168.

INFORMATION ONLY



John W. McComas and Co.,
Solicitors,
450 Collins Street,
MELBOURNE.

TRANSFER OF LAND

THORNBURY PARK PROPRIETARY LTD.

to
EDWARD STAPLES, ESQ.

DATED

1927

INFORMATION ONLY

NATURE OF INSTRUMENT	MEMORIAL OF INSTRUMENT	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	11 th DAY OF April 1927	TO Thornbury Park Proprietary Limited	1313325
<p>ASSISTANT REGISTRAR OF TITLES</p> <p>I certify that a MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL 5 and FOL^s as under</p> <p>Vol 5262 Fol 1052 303 and 304 5262 Fol 1052 302.</p>			<p>ASSISTANT REGISTRAR OF TITLES</p>

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

827775

APPLICANT'S NAME & ADDRESS

CHRISTOPHER WILLIAM LEGAL C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

CHIMIRRI, JAMIE ANTONIO

PURCHASER

N/A, N/A

REFERENCE

355859

This certificate is issued for:

LOT 2 PLAN PS725359 ALSO KNOWN AS 2/3 COOL STREET RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 -
C170dare

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

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

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

18 March 2022

Hon. Richard Wynne MP
Minister for Planning

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.

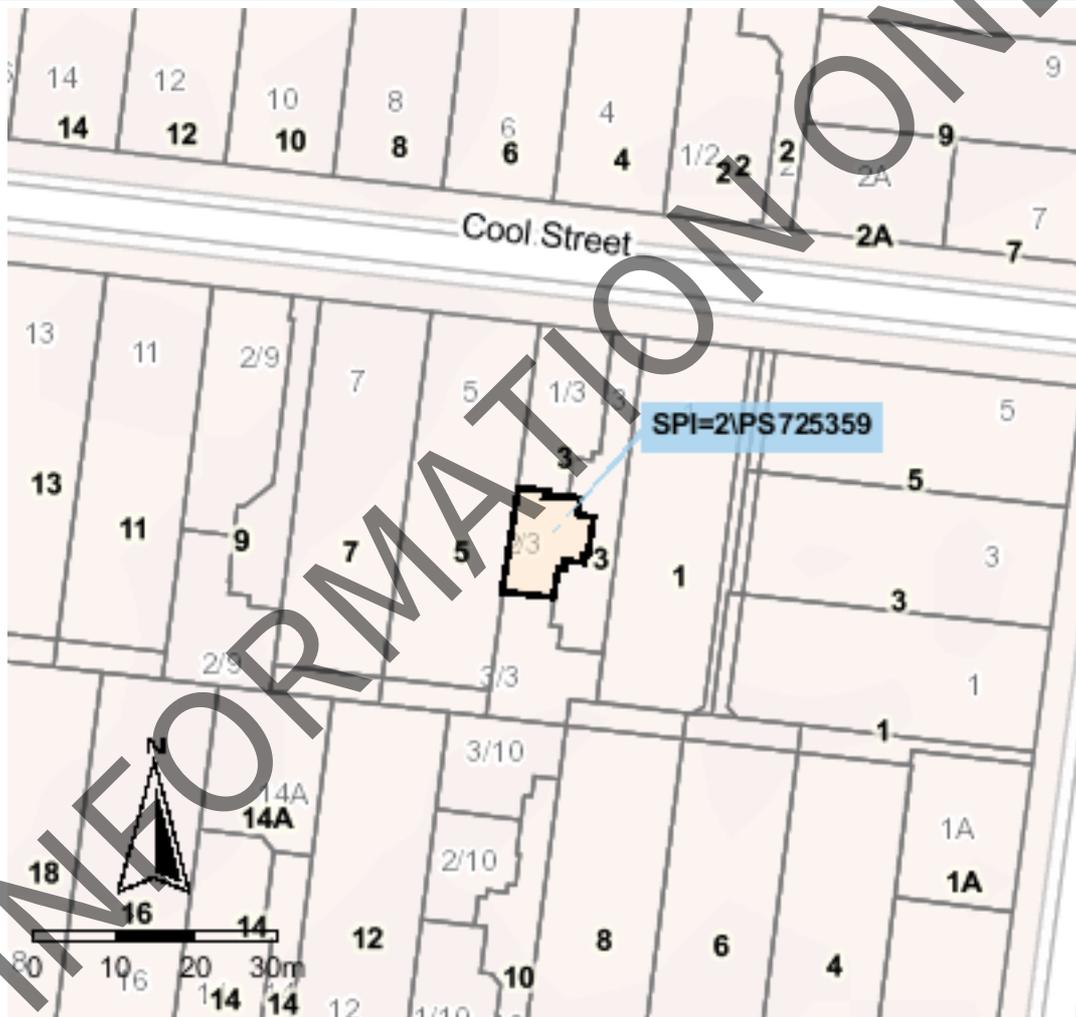
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

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@victorianlrs.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.

PROPERTY DETAILS

Address: **2/3 COOL STREET RESERVOIR 3073**
 Lot and Plan Number: **Lot 2 PS725359**
 Standard Parcel Identifier (SPI): **2\PS725359**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **253115**
 Directory Reference: **Melway 18 C8**

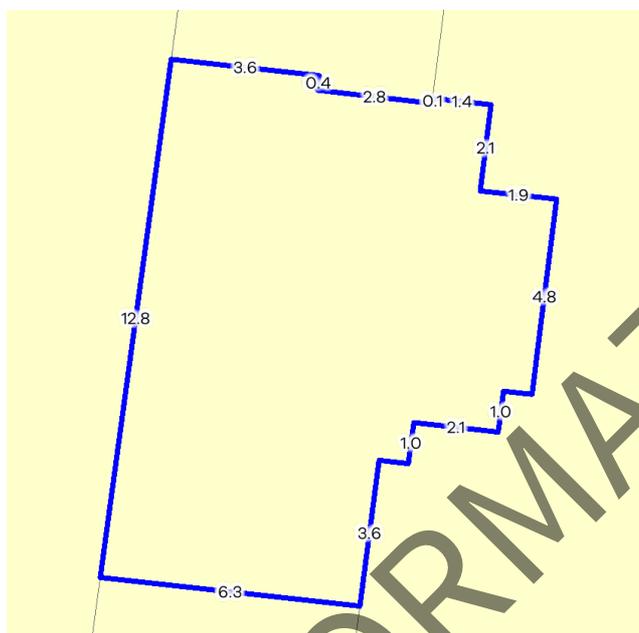
www.darebin.vic.gov.au

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 103 sq. m

Perimeter: 45 m

For this property:

— Site boundaries

— Road frontages

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

2 overlapping dimension labels are not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Planning Zone [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)
Planning Overlay [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

PROPERTY REPORT

Planning scheme data last updated on 6 July 2022.

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

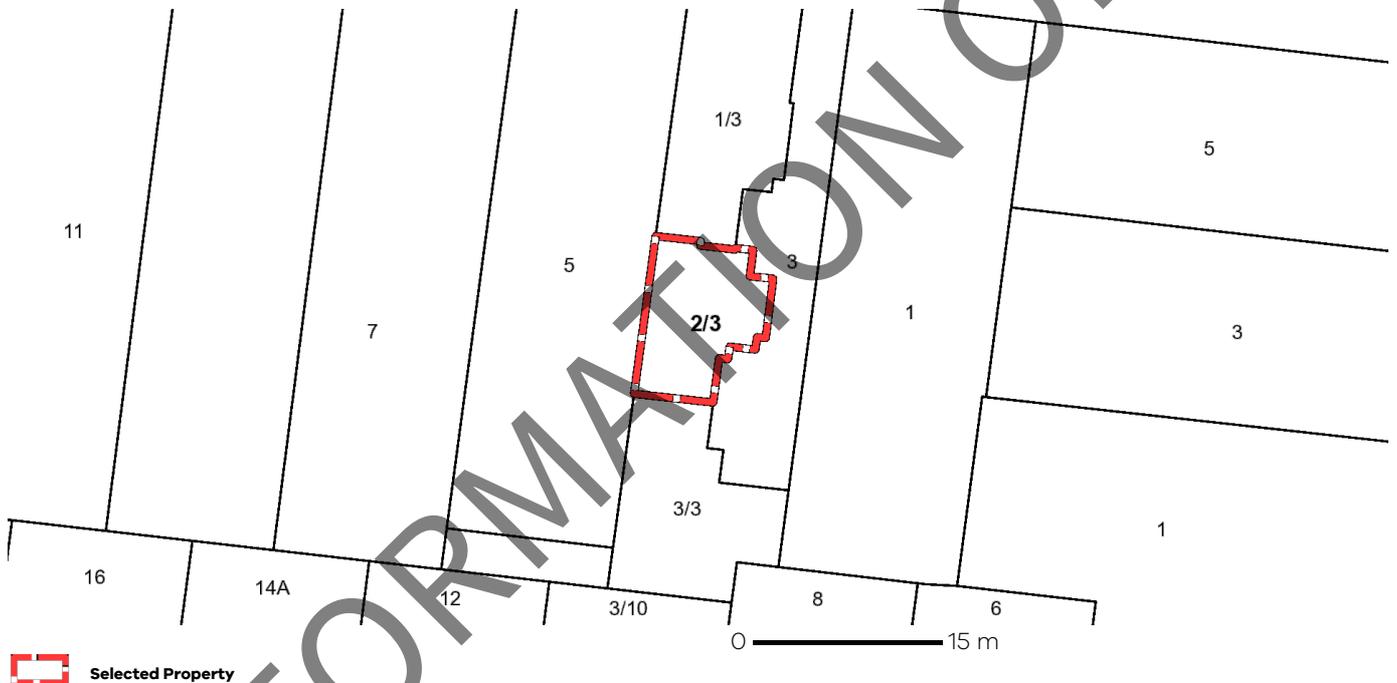
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

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

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

Area Map



From www.planning.vic.gov.au at 12 July 2022 03:08 PM

PROPERTY DETAILS

Address: **2/3 COOL STREET RESERVOIR 3073**
Lot and Plan Number: **Lot 2 PS725359**
Standard Parcel Identifier (SPI): **2\PS725359**
Local Government Area (Council): **DAREBIN**
Council Property Number: **253115**
Planning Scheme: **Darebin**
Directory Reference: **Melway 18 C8**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

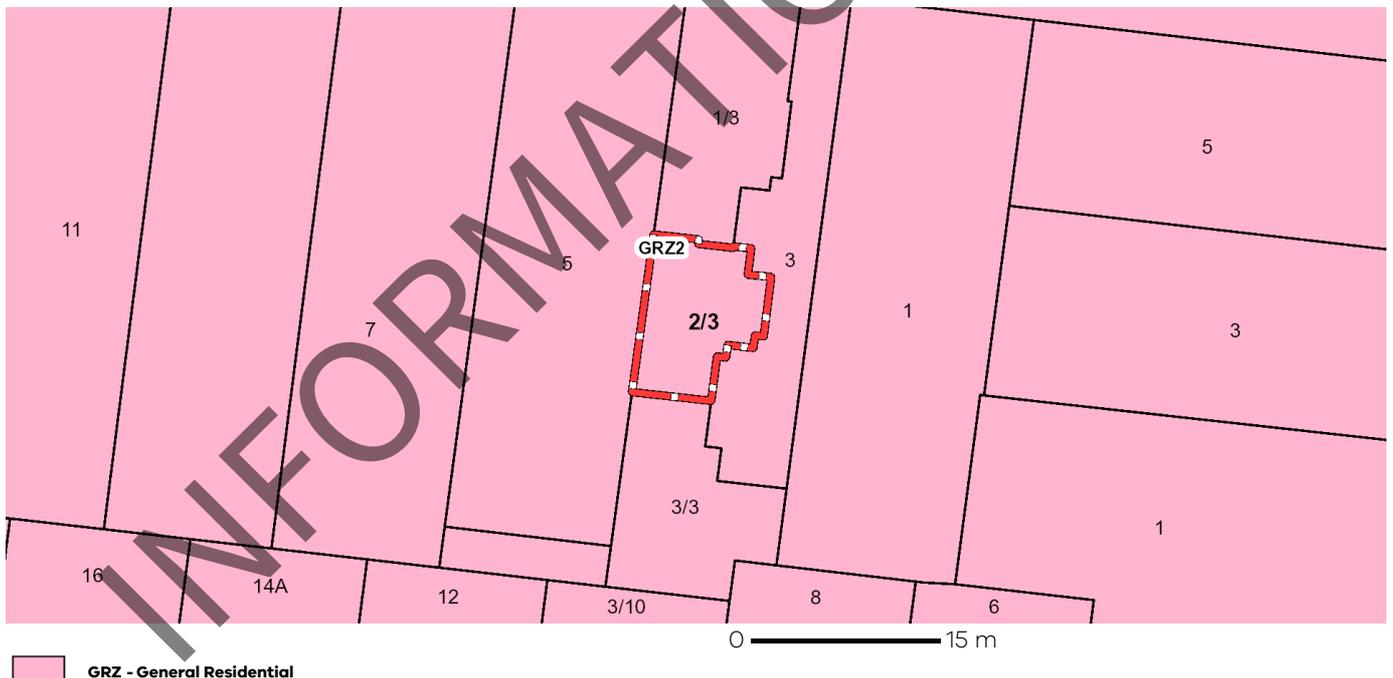
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

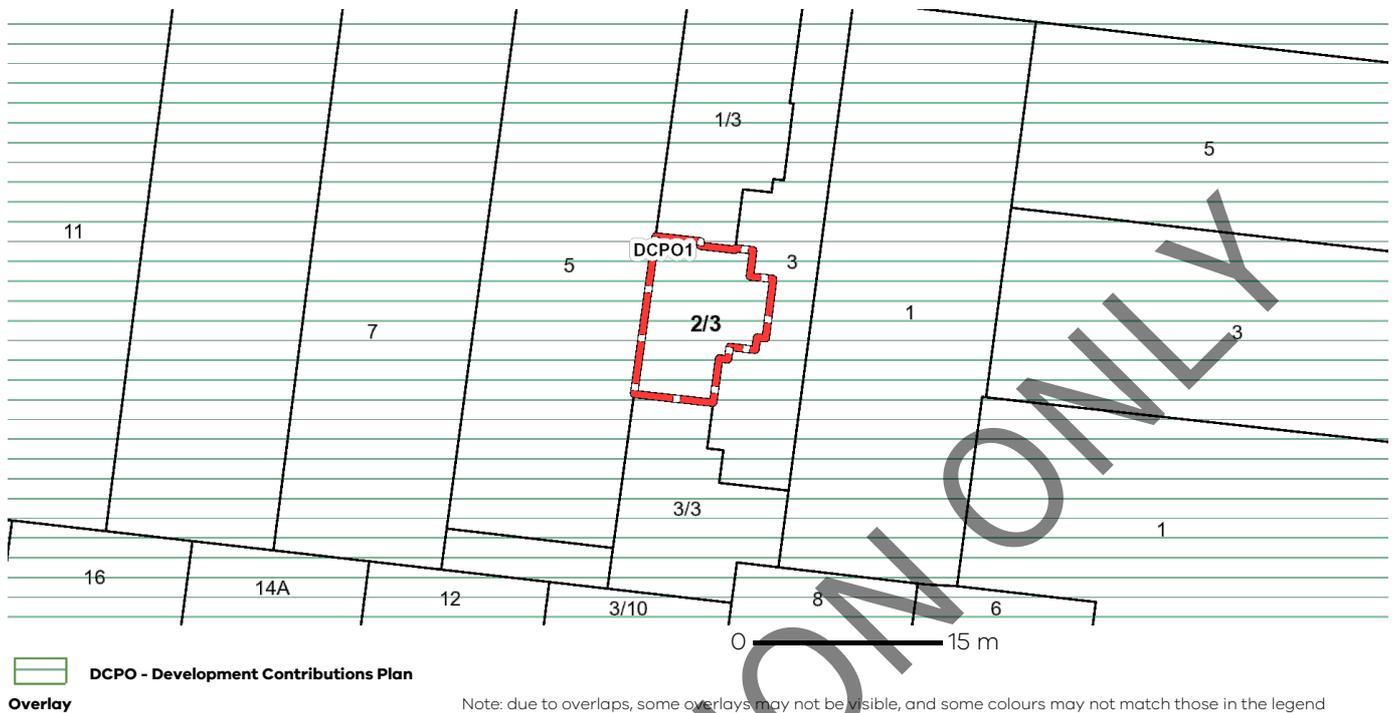
[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

Planning Overlay

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



Further Planning Information

Planning scheme data last updated on 6 July 2022.

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

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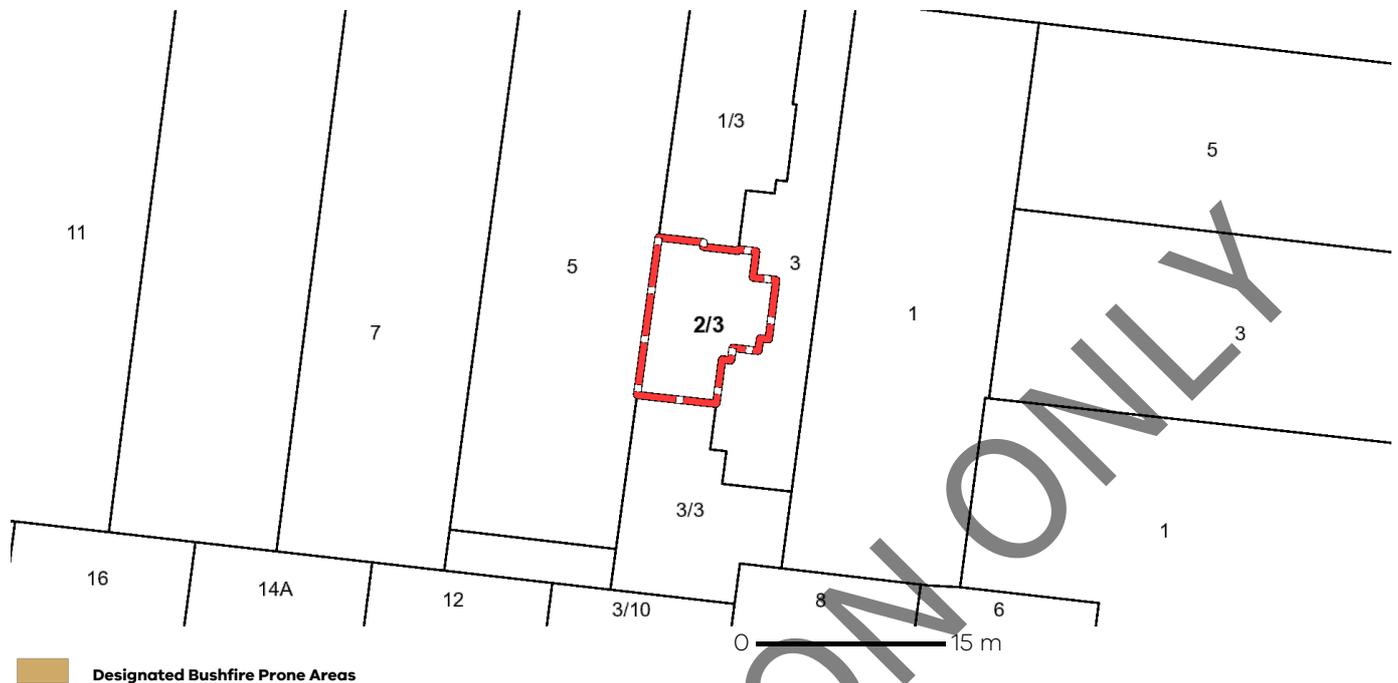
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

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

To help identify native vegetation on 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/)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Christopher William Legal C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 355859

NO PROPOSALS. As at the 18th March 2022, 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 COOL STREET, RESERVOIR 3073
CITY OF DAREBIN

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

Date of issue: 18th March 2022

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 2, 3 COOL STREET
SUBURB: RESERVOIR
MUNICIPALITY: DAREBIN
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 18 Reference C8
DATE OF SEARCH: 18th March 2022

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 63065428 - 63065428173041
'355859'



Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

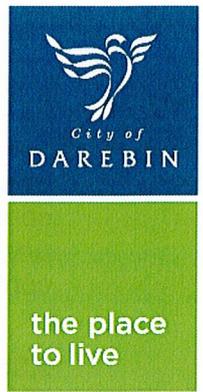
For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

INFORMATION ONLY

28 March 2022

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 2/3 COOL STREET RESERVOIR VIC 3073

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 39290 / 20140494
Reference No: 49644/2014

Type of Permit : Building Permit
Issue Date : 18 May 2014

3 Dwellings and Garages (frame to completion) - Completion of BP 1437/018918 issued by Plan Scan P/L see below

Occupancy Permit Certificate

Date Issued: 17 July 2015

Relevant Building Surveyor: Ari Loupatatzis 9791 3355

PBS Permit No: 1437 / 018918
Reference No: 48981/2014

Type of Permit : Building Permit
Issue Date : 23 January 2014

Construction of 3 Dwellings and Garages

There is no record of a Certificate of Final Inspection or Occupancy Permit been issued for this Building Permit. In order to make arrangements to finalise this permit, please contact the relevant Building Surveyor listed below. For all other enquiries contact Darebin Building Services - 8470 8899.

Relevant Building Surveyor: A J Wishart 9781 5701

- Council records show that there are no Building Notices &/or Orders on this property.
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.
- The Building Regulations 2018 and the Building Code of Australia 2016 requires all properties containing a swimming pool or spa capable of containing a depth of water exceeding 300mm to be provided with suitable barriers to restrict children under the age of 5 years from gaining access. Compliance with this provision is mandatory and is the responsibility of the registered owner/s. In the case of a contract of sale, the new owner becomes responsible for these provisions/ requirements after the purchaser becomes entitled to possession.

Darebin City Council
ABN 75 815 980 522

Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

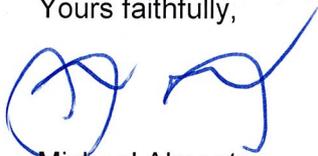
Important qualification for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

ASSET PROTECTION is mandatory within the City of Darebin Municipality for all Building Works.

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,



Michael Almonte

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 63065428-018-5:81355

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.

INFORMATION ONLY

FORM 2
Building Act 1993 Building Regulations 2006, Regulation 313
BUILDING PERMIT No. BS-U 39290/20140494/0 ISSUED 18/05/2014
JOB NUMBER: 14/00620

Issued to

Owner/Agent of owner **Jamie Chimirri** Telephone **0419 808 690**
Postal address **11/9 King Edward Avenue, ALBION** Postcode **3020**

Ownership details

Owner **Jamie Chimirri** Telephone **0419 808 690**
Postal address **11/9 King Edward Avenue, ALBION** Postcode **3020**

Property details (include Title details as and if applicable)

Number **3** Street/road **Cool Street** City/suburb/town **RESERVOIR** Postcode **3073**
Lot/s **74** LP/PS **LP008472** Volume **5611** Folio **072**
Crown allotment Section Parish County
Municipal District **Darebin City Council** Unique Property Identifier

Builder¹

Name **Richard Curie** Telephone **0417 540 388**
Address **15 Escarpment Drive, FRANKSTON SOUTH** Postcode **3199**

Details of building practitioners and architects

(a) to be engaged in the building work²

Name	Company	Category / Class	Registration No.
Richard Curie	Curie P/L	Builder	DB-U 19160

(b) who were engaged to prepare documents forming part of the application for this permit³

Name	Company	Category / Class	Registration No.
Robert Polizzi	Summerhill Drafting Service	Drafting	DP-AD 1406
Dobrica Milicevic	ARX Consulting Engineers	Civil Engineer	EC 36454

Details of domestic building work insurance⁴

The issuer or provider of the required insurance policy is **QBE Insurance** and the policy number is **420015060BWI-14, 420015060BWI-15, 420015060BWI-16**

Details of relevant planning permit

Planning permit no. **D/516/2011** Date of grant of planning permit. **19/01/2012**

Nature of building work

Description of building work **three dwellings and garages (frame to completion)** Stage of building work permitted
Cost of building work **\$471,500** Total floor area of new building work **368 m²**

Building Classification

BCA	BCA Description	NOW	Part
1a ii	One or more attached dwellings	New Building	three dwellings (frame to completion)
10a	Garage, carport, shed or storage facility	New Building	three garages (frame to completion)

Commencement and completion:

This building work must commence by: **18/05/2015**
This building work must be completed by: **18/05/2016**

Inspection requirements

The mandatory notification stages are: **Completion of frame**
Final upon completion of all building work

Occupation or use of building

An occupation permit is required prior to the occupation or use of this building

Relevant building surveyor

Name: Ari Loupatatzis

Registration No. BS-U 39290



Signature: _____

NOTES

Note 1: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 2: Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

Conditions of Approval

Building Permit No. BS-U 39290/20140494/0

1. The building permit has been issued pursuant to the *Building Act 1993*, the *Building Regulations 2006* and the *National Construction Code Series Building Code of Australia 2011 - Volume 2 (BCA)*. Pursuant to section 10 of the Act, the design was substantially completed prior to 1 May 2012; and; and
2. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA, Volume 2 and Table 3.1.1.1; and
3. The following information and or certificates are to be provided with the application for Occupancy Permit or Certificate of Final Inspection:
 - (a) a plumbing compliance certificate from the plumber engaged in the works; and
 - (b) an electrical safety certificate from an electrician engaged in the works; and
 - (c) a glazing certificate from the window manufacturer/supplier; and
4. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
5. All stormwater run off and overflows from tanks, hard surface areas and from the roof is to be diverted away from the dwelling and septic lines into a grass swale drain; and
6. All downpipes are to be connected to the legal point of discharge (nominated by Council) via the approved stormwater drainage system; and
7. All framing members, tie downs and bracing is to comply with AS1684; and
8. The chosen polystyrene wall cladding system for the external walls must be installed in accordance with the manufacturer's specifications; and
9. Brickwork is to be provided with articulation joints in accordance with Clause 4.8.4 of AS3700-2011 (Masonry Structures); and
10. Dwelling has received the minimum 6 star energy rating required by BCA, Volume 2. All requirements in relation to this assessment are to be complied with along with either a solar hot water system or rainwater tanks connected to flush each toilet in the dwellings sanitary system; and
11. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments; and
12. It is the responsibility of the owner to comply with any covenant which may exist on the property title. A building surveyor is not responsible for the enforcement of a covenant; and
13. If not submitted already, manufacturer's floor and roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and
14. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application is to be made for occupancy in accordance with Form 7.

The original building permit (NO: 1437/018918/0) for the building work was issued by Tony Wishart (BS-U 1437) of Plan Scan P/L on 23/1/2014. The concrete slab was inspected and approved by Plan Scan P/L and/or by their contractors. Plan Scan P/L is no longer in business and that is why our company has been asked to issue a permit from frame stage to completion.

FORM 2

Building Act 1993 Building Regulations 2006, Regulation 313

BUILDING PERMIT No. BS-U 39290/20140494/0 ISSUED 18/05/2014
(AMENDMENT A ISSUED 26/9/2014 - CHANGES TO UNIT 1 & 3 BATHROOM WINDOWS)
JOB NUMBER: 14/00620

Issued to

Owner/Agent of owner **Jamie Chimirri** Telephone **0419 808 690**
Postal address **11/9 King Edward Avenue, ALBION** Postcode **3020**

Ownership details

Owner **Jamie Chimirri** Telephone **0419 808 690**
Postal address **11/9 King Edward Avenue, ALBION** Postcode **3020**

Property details (include Title details as and if applicable)

Number **3** Street/road **Cool Street** City/suburb/town **RESERVOIR** Postcode **3073**
Lot/s **74** LP/PS **LP008472** Volume **5611** Folio **072**
Crown allotment Section Parish County
Municipal District **Darebin City Council** Unique Property Identifier

Builder¹

Name **Richard Curie** Telephone **0417 540 388**
Address **15 Escarpment Drive, FRANKSTON SOUTH** Postcode **3199**

Details of building practitioners and architects

(a) to be engaged in the building work²

Name	Company	Category / Class	Registration No.
Richard Curie	Curie P/L	Builder	DB-U 19160

(b) who were engaged to prepare documents forming part of the application for this permit³

Name	Company	Category / Class	Registration No.
Robert Polizzi	Summerhill Drafting Service	Drafting	DP-AD 1406
Dobrica Milicevic	ARX Consulting Engineers	Civil Engineer	EC 36454

Details of domestic building work insurance⁴

The issuer or provider of the required insurance policy is **QBE Insurance** and the policy number is **420015060BWI-14, 420015060BWI-15, 420015060BWI-16.**

Details of relevant planning permit

Planning permit no. **D/516/2011** Date of grant of planning permit. **19/01/2012**

Nature of building work

Description of building work **three dwellings and garages (frame to completion)** Stage of building work permitted
Cost of building work **\$471,500** Total floor area of new building work **368 m²**

Building Classification

BCA	BCA Description	NOW	Part
1a	One or more attached dwellings	New Building	three dwellings (frame to completion)
10a	Garage, carport, shed or storage facility	New Building	three garages (frame to completion)

Commencement and completion:

This building work must commence by: **18/05/2015**
This building work must be completed by: **18/05/2016**

Inspection requirements

The mandatory notification stages are: **Completion of frame**

Final upon completion of all building work

Occupation or use of building

An occupation permit is required prior to the occupation or use of this building

Relevant building surveyor

Name: Ari Loupatatzis

Registration No. BS-U 39290



Signature: _____

NOTES

- Note 1: Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 2: Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

Conditions of Approval

Building Permit No. BS-U 39290/20140494/0

- The building permit has been issued pursuant to the *Building Act 1993*, the *Building Regulations 2006* and the *National Construction Code Series Building Code of Australia 2011 - Volume 2 (BCA)*. Pursuant to section 10 of the Act, the design was substantially completed prior to 1 May 2012; and;
- Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA, Volume 2 and Table 3.1.1.1; and
- The following information and or certificates are to be provided with the application for Occupancy Permit or Certificate of Final Inspection:
 - a plumbing compliance certificate from the plumber engaged in the works; and
 - an electrical safety certificate from an electrician engaged in the works; and
 - a glazing certificate from the window manufacturer/supplier; and
- This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
- All stormwater run off and overflows from tanks, hard surface areas and from the roof is to be diverted away from the dwelling and septic lines into a grass swale drain; and
- All downpipes are to be connected to the legal point of discharge (nominated by Council) via the approved stormwater drainage system; and
- All framing members, tie downs and bracing is to comply with AS1684; and
- The chosen polystyrene wall cladding system for the external walls must be installed in accordance with the manufacturer's specifications; and
- Brickwork is to be provided with articulation joints in accordance with Clause 4.8.4 of AS3700-2011 (Masonry Structures); and
- Dwelling has received the minimum 6 star energy rating required by BCA, Volume 2. All requirements in relation to this assessment are to be complied with along with either a solar hot water system or rainwater tanks connected to flush each toilet in the dwellings sanitary system; and
- The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments; and
- It is the responsibility of the owner to comply with any covenant which may exist on the property title. A building surveyor is not responsible for the enforcement of a covenant; and
- If not submitted already, manufacturer's floor and roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and
- Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application is to be made for occupancy in accordance with Form 7.

The original building permit (NO: 1437/018918/0) for the building work was issued by Tony Wishart (BS-U 1437) of Plan Scan P/L on 23/1/2014. The concrete slab was inspected and approved by Plan Scan P/L and/or by their contractors. Plan Scan P/L is no longer in business and that is why our company has been asked to issue a permit from frame stage to completion.



Watershed
Building Consultants

Watershed Building Consultants ACN 118 532 755

Suite 2 / 75 Robinson Street DANDENONG VIC 3175
PO Box 7004 DANDENONG VIC 3175
P 03 9791 3355 F 03 9791 4495 E dandenong@watershedbc.com.au

6a Seymour Street TRARALGON VIC 3844
PO Box 9282 TRARALGON VIC 3844
P 03 5176 5888 F 03 5176 5999 E traralgon@watershedbc.com.au

FORM 6

Regulation 1005
Building Act 1993
Building Regulations 2006

Occupancy Permit

For Building Permit Number: BS-U 39290/20140494/0
Job No. 14/00620

Property Details

Number: 3 Lot: 74 LP/PS: LP008472 Vol: 5611 Folio: 072
Street: Cool Street Suburb: RESERVOIR Postcode: 3073
Municipality: Darebin City Council

Description Of Building Work

three dwellings and garages (frame to completion)

Building Details

BCA	BCA Description	NOW	Part
1aii	One or more attached dwellings	New Building	three dwellings
10a	Garage, carport, shed or storage facility	New Building	three garages

Suitability For Occupation

The building or place of public entertainment or part of a building or place of public entertainment to which this permit applies is suitable for occupancy.

Relevant Building Surveyor

Name: Ari Loupatatzis

Registration No. BS-U 39290

Signature:

Certificate Number: 20140494/0
Date of Inspection: 17 July 2015

Date Of Issue: 17 July 2015

Conditions:



Domestic Building Insurance Certificate of Insurance

Policy Number 420015060BWI-15

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



JAMIE A CHIMIRRA
3 COOL ST
RESERVOIR 3073

Name of Intermediary
AON-HIA (VIC)
4 / 70 JOLIMONT STREET
MELBOURNE VIC 3002

Account Number
42HIAVIC
Date Issued
16/09/2013

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of domestic building work described below.

Domestic Building Work

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

At

LOT 2, 2/3 COOL STREET
RESERVOIR VIC 3073

Carried out by the builder

BUILDER
CURIE GROUP PTY LTD
ABN: 41 945 650 364

For the building owner

JAMIE A CHIMIRRA

Pursuant to a domestic building contract dated

14/08/2013

For the contract price of

\$204,500.00

Type of cover

Cover is only provided if the builder (named above) has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of building contract or date of building permit for domestic building work and concludes:

- Two years from completion of domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$200,000 all inclusive of costs and expenses*

The maximum policy limit for claim for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

vmia
Risk Management and Insurance
ABN 39 052 497 841
Phone: 1300 363 424

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420015060BWI-14

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

INFORMATION ONLY

CITY OF DAREBIN REF: 76827.5

LAND INFORMATION CERTIFICATE
Section 121 Local Government Act 2020

Issue Date: **21-Mar-2022**

Certificate Number: **5323/2022**
Ref: **63065428-017-8:81356**

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

Property Description:

2/3 Cool Street RESERVOIR VIC 3073

LOT 2 PS 725359K

Valuations are based on levels of value as at 1 January 2021

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
250,000	490,000	24,500

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

Particulars of Rates & Charges, Outstanding Notices and Works for which a charge has been made for period 1 July 2021 to 30 June 2022:-

Rates are levied on the Capital Improved Value (CIV) at the following rate in the \$:	
Residential 0.00203344	Residential Vacant Land 0.00610032
Business 0.00355852	Business Vacant Land 0.00813376
Vacant Retail Land 0.00813376	Mixed Use Land 0.00284682
	Balance Outstanding
Arrears to 30-Jun-2021	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$996.40
Fire Service Property Levy	\$142.90
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Pension Rebate	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$855.30
Rates and Charges due:	\$284.00
Special Rates and Charges due:	\$0.00
Total due for property:	\$284.00
2/3 Cool Street RESERVOIR VIC 3073	

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

- Notice of Acquisitions can be sent to: revenue@darebin.vic.gov.au
- **Pay via BPAY:**
Bill Code: 7831
Reference number: 0768275
Amount Due: \$284.00

Additional Information

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

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

Flood Level

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

Parking Permit

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

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

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

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



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

Received the sum of \$27.40 being the fee for this certificate

A handwritten signature in black ink, appearing to read "Noll Santiago", is written over a horizontal line.

NOLL SANTIAGO
Coordinator Revenue Services

INFORMATION ONLY

INFORMATION ONLY

18th March 2022

Christopher William Legal C/- InfoTrack C/- LANDA
LANDATA

Dear Christopher William Legal C/- InfoTrack C/- LANDA,

RE: Application for Water Information Statement

Property Address:	2/3 COOL STREET RESERVOIR 3073
Applicant	Christopher William Legal C/- InfoTrack C/- LANDA LANDATA
Information Statement	30679988
Conveyancing Account Number	7959580000
Your Reference	355859

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	2/3 COOL STREET RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

INFORMATION ONLY

Melbourne Water Encumbrance

Property Address	2/3 COOL STREET RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

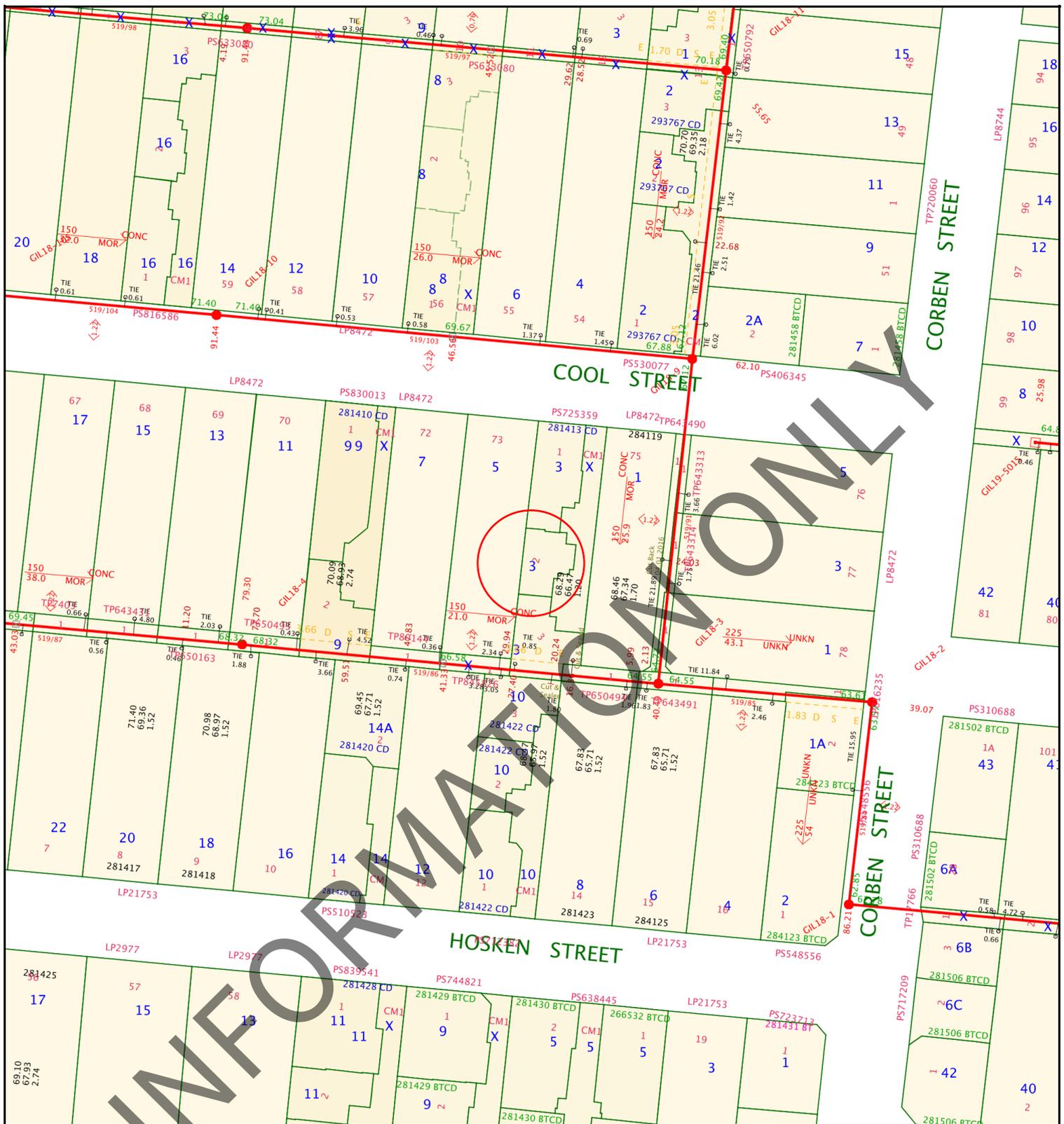
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30679988**

Address	2/3 COOL STREET RESERVOIR 3073
Date	18/03/2022
Scale	1:1000



ABN 93 066 902 501

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

Christopher William Legal C/- InfoTrack C/- LANDA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0925151929
Rate Certificate No: 30679988

Date of Issue: 18/03/2022
Your Ref: 355859

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/3 COOL ST, RESERVOIR VIC 3073	2\PS725359	5085182	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$0.00
Residential Water Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$0.00
Residential Sewer Usage Charge		\$0.00	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$0.00

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		\$0.00
	Total Due		\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

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

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

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

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

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

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

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

INFORMATION ONLY

Property No: 5085182

Address: UNIT 2/3 COOL ST, RESERVOIR VIC 3073

Water Information Statement Number: 30679988

HOW TO PAY



Biller Code: 314567
Ref: 09251519297



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5085182

Address: UNIT 2/3 COOL ST, RESERVOIR VIC 3073

Water Information Statement Number: 30679988

Cheque Amount: \$

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / CHRISTOPHER WILLIAM LEGAL

Your Reference:	22049
Certificate No:	52631493
Issue Date:	18 MAR 2022
Enquiries:	ESYSPROD

Land Address: UNIT 2, 3 COOL STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42320626	2	725359	11596	800	\$583.88

Vendor: JAMIE ANTONIO CHIMIRRI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAMIE ANTONIO CHIMIRRI	2022	\$250,000	\$583.88	\$0.00	\$583.88

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$490,000
SITE VALUE:	\$250,000
AMOUNT PAYABLE:	\$583.88

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

Certificate No: 52631493

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$250,000

Calculated as \$0 plus (\$250,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 52631493

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: 52631493

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Daniel Ku
Unit 2, 3 Cool Street, Reservoir VIC 3073

12th July 2022

Dear Daniel Ku

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS 725359K

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS 725359K dated 12th July 2022. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at mail@iocm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully



Registered Manager

Full name: Tiemi Sato
Company: Inner Owners Corporation
Address of registered office: 332 Kings Way SOUTH MELBOURNE
VIC 3205

12/07/2022

Date

OWNERS CORPORATION CERTIFICATE

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

As at 12th July 2022

1. OWNERS CORPORATION DETAILS

Plan Number: PS 725359K
Address of Plan: 3 Cool Street Reservoir Victoria 3073
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 33059 Melbourne Victoria 3004

2. CERTIFICATE DETAILS

Vendor: Jamie Antonio Chimirri
Postal Address for Lot 2: 3 Cool Street Reservoir Victoria 3073
Purchaser: Daniel Ku
Person requesting Certificate: Daniel Ku
Reference: (Ref: OC Certificate)
Address: Unit 2, 3 Cool Street, Reservoir VIC 3073
Fax:
E-mail: daniel@cw-legal.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **1,178.34 per annum** commencing on 1 February 2022. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/02/22 to 31/07/22	589.17	04/04/22	Paid
01/08/22 to 31/01/23	589.17	01/08/22	Issued

Maintenance Fund

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

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th July 2022

For Plan No. PS 725359K - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	\$589.17 DR	31 July 2022
Maintenance Fund	0.00	
BALANCE	\$589.17 DR	

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 12 July 2022:

Account / Fund	Amount
Administrative Fund	1,278.72
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 12 JULY 2022	\$1,278.72

8. INSURANCE

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

Policy

Policy No.	HU0013617
Expiry Date	7-August-2022
Insurance Company	QBE Insurance Pty Ltd
Broker	
Premium	1926.00

Cover Type

Cover Type	Amount of Cover
Building Catastrophe - Loss of Rent/Temp Accom	157,488
Common Area Contents	1,049,924
Fidelity Guarantee Insurance	100,000
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Liability (Other)	10,000,000
Lot Owner's Fixtures and Improvements	250,000
Voluntary Workers Insurance	200,000/2,000 pw

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th July 2022

For Plan No. PS 725359K - Lot 2

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: Inner Owners Corporation Pty Ltd - General Account
ABN / ACN: 637 559 507
Address of Manager: 332 Kings Way SOUTH MELBOURNE VIC 3205
Telephone: 98045551
Facsimile:
E-mail Address: mail@iocm.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 12th July 2022

For Plan No. PS 725359K - Lot 2

SIGNING

The common seal of Plan No. PS 725359K, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Tiemi Sato

Company: Inner Owners Corporation

Address of registered office: 332 Kings Way SOUTH MELBOURNE
VIC 3205

12/07/2022

Date



Common Seal
of Owners Corporation

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. 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.

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.

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 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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*.

INFORMATION ONLY

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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



**3 Cool Street, Reservoir
PS 725359K
Minutes of Inaugural General Meeting**

Meeting opened at 3:43 PM

Date: Thursday 3rd March 2022

Location

230 Pascoe Vale Road, Essendon

In Attendance

Jamie Antonio Chimirri - Owner

In Attendance

Michael Cimino – Inner Owners Corporation

Quorum

Quorum present

Apologies

None received

Agenda Item

1. Appointment of Chairperson

It was **resolved** to appoint Michael Cimino as Chairperson of the meeting.

2. Nomination of Committee

It was **resolved** not to appoint a committee at this point. A committee of management will be appointed at the next Annual General Meeting. It was advised that Inner Owners Corporation will reach out to owners to set up an interim committee after settlements have been finalised.

3. Management Agreement

It was **resolved** to appoint Inner Owners Corporation as the manager for the Owners Corporation for a period of 1 year and include the following wording in the minutes:



*"It was **resolved** to appoint Inner Owners Corporation as manager for Body Corporate Strata Plan **725359K**. Under section 11 of the Owners Corporation Act 2006, the Owners Corporation delegates to the manager those powers and functions (other than the power or function that requires a unanimous or special resolution) that are necessary to enable it to perform its functions under section 4 of the Owners Corporation Act 2006. Such powers and functions may be exercised or performed by any employee of the manager. It was further resolved that a new bank account be opened on behalf of the Owners corporation, with Inner Owners Corporation having the authority to operate the bank account on behalf of the Owners corporation."*

It was further **resolved** to affix the common seal to the management contract.

4. Insurance

It was noted that insurance is currently in place and details of the insurance follow:

Insurer: QBE Insurance Australia Limited

Building Sum Insured: \$1,049,924

Legal Liability: \$10 million

Expiry 7th August 2022

It was **resolved** that an independent valuation will not be obtained on the building sum insured.

Members are reminded that the owners corporation insurance does not cover fittings (including carpets, light fittings, floating floor-boards and window furnishings), content and public liability for individual lot. It is strongly recommended that each owner seek advice on insurance to cover issues that may arise within his/her lot.

5. Revenue and Expense Budget and Proposed Levies

A preliminary annual budget was presented.

It was **resolved** to accept the budget for the year ending 31st January 2023 and to further set the annual fees at \$3,535.00 per annum in total and in accordance with the fee schedule presented.

It was **resolved** to set the year end as 31st January and for fees to be invoiced in advance on a half yearly basis.

It was further **resolved** to accept the following one-off fees totalling \$385:

Common Seal - \$55

Owners Corporation Sign - \$110



It was further **resolved** that the above fees will be added to the annual budget and invoiced on an equal basis.

6. Interest on Overdue Amounts and Other Debt Recovery Matters

Debt Recovery

It was **resolved** that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

Cost Recovery

It was **resolved** that all costs and expenses incurred by the Owners Corporation in relation to recovery of outstanding fees and levies will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

7. Rules of the Owners Corporation

The model rules for an Owners Corporation are presented.

Special resolution to adopt the model rules for an Owners Corporation as per the Owners Corporation Regulation 2018.

8. Affixing Common Seal

It was **resolved** that the Owners Corporation permits the affixing of the common seal to any document that may require the common seal to be affixed provided that two lot owners authorise its use and the owners are advised of its use.

As such a special meeting of the Owners Corporation is not required for the purposes of affixing the common seal to any document that requires the common seal to be affixed.

9. Handing Over Relevant Documents

The following documents were handed over to the Owners Corporation:

- a. Common Seal
- b. The Owners Corporation register
- c. Copy of the Plan of Subdivision and planning documents
- d. Copy of the Owners Corporation Act 2006

- e. Rules of the Owners Corporation
 - f. All contracts entered into by the Owners Corporation for services
- It was **resolved** to affix the Owners Corporation sign to the building.

10. Closure

Meeting was closed at 4:17 PM

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)