

# Contract of Sale of Real Estate

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

**Property address**                      **UNIT 4, 227 WELLS ROAD, CHELSEA HEIGHTS VIC 3196**

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2018

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2018

**Print name(s) of person(s) signing:**            **DALEFORD BOND PTY. LTD. ACN 080 377 984**

State nature of authority, if applicable: .....

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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name:	Ray White Ferntree Gully			
Address:	Unit 5, 1849 Ferntree Gully Road, Ferntree Gully VIC 3156			
Email:	mitch.rosam@raywhite.com			
Tel:	9758 7888	Mob:	Fax:	Ref: Mitch Rosam

#### Vendor

Name:	Daleford Bond Pty. Ltd. ACN 080 377 984			
Address:	8 Blenheim Place, Frankston South VIC 3199			
ABN/ACN:	ACN 080 377 984			
Email:	jandrpeach@bigpond.com			

#### Vendor's legal practitioner or conveyancer

Name:	Pro Choice Conveyancing			
Address:	Suite 3, 121 Hall Road, Carrum Downs VIC 3201 DX 33501 Langwarrin VIC			
Email:	lyn@prochoiceconveyancing.com.au			
Tel:	9782 8866	Fax: 9782 8862	DX: 33501 Langwarrin	Ref: LS:MV:18/10544

#### Purchaser

Name:				
Address:				
ABN/ACN:				
Email:				

#### Purchaser's legal practitioner or conveyancer

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

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11612	Folio	158	4	PS447088P

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 4, 227 Wells Road, Chelsea Heights VIC 3196

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

**Payment** (general condition 11)

Price	\$	
Deposit	\$	by (of which \$ has been paid)
Balance	\$	payable at settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

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

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

**Settlement** (general condition 10)**is due on**

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

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

**Lease** (general condition 1.1)

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

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

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

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

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

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

**special conditions**

## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

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

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



### **Special condition 1 – Payment**

General condition 11 is replaced with the following:

#### **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



### **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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



### **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),  
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,  
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

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

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

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

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act*

1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.  
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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



#### **Special condition 6 – Service**

General condition 17 is replaced with the following:

##### **17. SERVICE**

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



#### **Special condition 7 – Notices**

General condition 21 is replaced with the following:

##### **21. NOTICES**

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



#### **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



#### **Special condition 9 – Deposit bond**

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



#### **Special condition 10 – Bank guarantee**

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

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



**Special condition 11 – Building report**

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



**Special condition 12 – Pest report**

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

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

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## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

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

### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

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

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

## **8. BUILDER WARRANTY INSURANCE**

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

## **9. GENERAL LAW LAND**

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

# **Money**

## **10. SETTLEMENT**

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

## **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

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

## 13. GST

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

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

#### **14. LOAN**

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### **15. ADJUSTMENTS**

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### **Transactional**

#### **16. TIME**

16.1 Time is of the essence of this contract.

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

#### **17. SERVICE**

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

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

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

responsibility where action is required before settlement.

## **22. INSPECTION**

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

## **23. TERMS CONTRACT**

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

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

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

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

## **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. BREACH**

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

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

## **Default**

### **26. INTEREST**

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

## **27. DEFAULT NOTICE**

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

27.2 The default notice must:

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

## **28. DEFAULT NOT REMEDIED**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

DATED

2018

**DALEFORD BOND PTY. LTD.**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Unit 4, 227 Wells Road, Chelsea Heights VIC**

**Pro Choice Conveyancing  
Licensed Conveyancers**

DX 33501

LANGWARRIN VIC

Tel: 9782 8866

Fax: 9782 8862

Ref: LS:MV:18/10544

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Vendor: Daleford Bond Pty. Ltd. ACN 080 377 984

Property: Unit 4, 227 Wells Road, Chelsea Heights VIC 3196

### **1. Financial matters in respect of the land**

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

(a) Are as follows:

<b><u>Authority</u></b>	<b><u>Amount</u></b>
1. Kingston City Council	\$2,500.00 approx.
2. South East Water	\$750.00 approx.
3. Owners Corporation	\$2,593.85 approx.
a. Their total does not exceed \$6,400.00 per annum.	
b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:	

Nil to the Vendors knowledge.

### **2. Insurance details in respect of the land**

#### **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. Matters relating to land use**

(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.

- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

None to the Vendors knowledge.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity pipes, if any, may be laid outside registered easements.

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

- (d) There is access to the property by road.

#### **4. Planning Scheme**

Name of planning scheme	Kingston Planning Scheme
Name of responsible authority	Kingston City Council
Zoning of the land	Commercial 2 Zone
Name of planning overlay	See attached

#### **5. Notices made in respect of land**

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

None to the Vendors Knowledge.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

#### **6. Building permits**

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

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

The Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

#### **7. Information relating to any owners corporation**

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

A copy of the Owners Corporation Certificate is attached.

#### **8. Growth areas infrastructure contribution**

Purchaser to make their own enquiries.

## **9. Disclosure of non-connected services**

The services which are marked with an "x" in the square box below are NOT connected to the land:

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone <input type="checkbox"/>
---	--	--	--------------------------------------	---------------------------------------

### **Warning to the Purchaser**

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is the Purchasers' responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services if disconnected prior to settlement. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

## **10. Title**

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

- (a) In the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

## **11. Subdivision**

Not applicable.

## **12. Due Diligence**

The *Sale of Land Act 1962* provides that the Vendor or the Vendors licenced 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 has been attached as a matter of convenience.

### **In case of Default:**

The Vendor gives notice to the Purchaser that, in the event, the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser (Contract) for payment of the residue as defined in the Contract (Due Date), the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract.

- (a) All costs associated with obtaining bridging finance to complete the Vendors purchase of another property and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from Due Date;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Removalist expenses necessarily incurred by the Vendor;
- (e) Costs and expenses as between the Vendors conveyancer and the Vendor;

- (f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors purchase;
- (g) A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter set at \$110.00 on each occasion of change.

This clause is a fundamental condition of any Contract of Sale for the sale of land described herein.

**The day of this Statement is the .....day of .....2018**

**Signed by the**

**Vendor.....**

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

**The day of this Acknowledgement is the .....day of.....2018**

**Signed by the**

**Purchaser.....**

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

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

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

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

Page 1 of 1

VOLUME 11612 FOLIO 158

Security no : 124072667204M  
Produced 02/07/2018 11:18 am

### LAND DESCRIPTION

Lot 4 on Plan of Subdivision 447088P.  
PARENT TITLE Volume 10666 Folio 794  
Created by instrument AM321758V 12/11/2015

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DALEFORD BOND PTY LTD of 55 ROYAL ROAD BONBEACH VIC 3196  
AB561887N 16/09/2002

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AB561887N 16/09/2002

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.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
S614078V 03/08/1993

### DIAGRAM LOCATION

SEE PS447088P FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 227-239 WELLS ROAD CHELSEA HEIGHTS VIC 3196

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS447088P

DOCUMENT END

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Document Type	<b>Instrument</b>
Document Identification	<b>AB561887N</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>04/07/2018 13:09</b>

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:



Approved Form T2

**AB561887N**

16/09/2002 \$533 45



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10666 Folio 794

Estate and Interest: (e.g. "all my estate in fee simple")

all its estate and interest in fee simple

Consideration:

ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)

Transferor: (full name)

SUDSCORP PTY LTD ACN 092 769 456



AB561887N-1-8

Transferee: (full name and address including postcode)

DALEFORD BOND PTY LTD ACN 080 377 984 OF 55 ROYAL ROAD, BONBEACH 3196

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

And the said Daleford Bond Pty Ltd ACN 080 377 984 for its successors assigns and transferees and other registered proprietor or proprietors for the time being of the land hereby transferred and every part or parts thereof DO HEREBY and as separate covenants COVENANT with Sudscorp Pty Ltd ACN 092 769 456 its successors assigns and Transferees and other registered proprietor or proprietors for the time being of all land comprised in the Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that they:

- shall not use the land to repair or service motor vehicles (including the fitting of accessories): and
- shall not use the land to repair or replace damaged motor vehicle bodies and panels, and carry out any associated mechanical work or spray painting.

And provided that the Vendor at its absolute discretion has the power from time to time to waive or vary or release any of the above stipulations and provided further nothing herein contained shall be deemed to imply

Continued on T2 Page 2

Approval No: 8980112A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

**T2**



Signed

Cust. Code:

1,384  
11/9

Original Transfer of Land  
Stamped with: \$1,384.00  
Trn: 1356946 13-SEP-2002  
SRO Victoria Duty, R440

\* Law Perfect Pty Ltd

22/16/9/02

THE BACK OF THIS FORM MUST NOT BE USED

the existence of a building scheme to prevent the Vendor from selling any part of the land benefited free from all or any of the said stipulations.

And it is hereby agreed as follows:

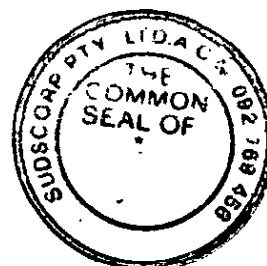
- (a) It is intended that these covenants shall appear as an encumbrance on the Certificate of Title and run with the land hereby transferred;
- (b) For the purposes of this covenant the following expressions shall have the following meanings, namely:
- “the land” – the land hereby transferred or any part thereof.
- “the Plan of Subdivision” – the Plan of Subdivision on which the land is located.

Dated: 29-8-02

Execution and attestation



DAB561887N-2-6



THE COMMON SEAL of SUDSCORP PTY LTD )  
ACN 097 769 456 was affixed in the presence of )  
authorised persons: )

Director [Signature] Director [Signature]

Full name KALLA DOUMIAS Full Name JULIE FAULKNER

Usual address 10 Broughton Court Usual address 3 Chapman Street  
Patterson Lakes 3197. East Brighton 3187.

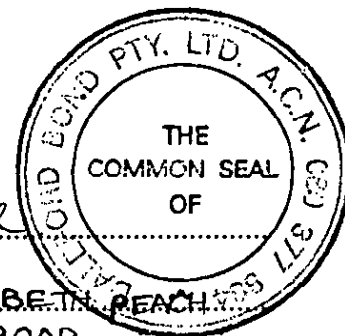
THE COMMON SEAL of DALEFORD BOND )  
PTY LTD ACN 080 377 984 was affixed in the )  
presence of authorised persons: )

Director X [Signature] Director X [Signature]

Full name JOHN KENNETH PEACH Full name ROBYN ELIZABETH PEACH

55 ROYAL ROAD 55 ROYAL ROAD

Usual address BON BEACH VIC 3196 Usual address BON BEACH VIC 3196



{D0235685:1}

Approval No: 8980112A

T2 Page 2



\* Law Perfect Pty Ltd



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Document Type	<b>Instrument</b>
Document Identification	<b>S614078V</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>02/07/2018 11:20</b>

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030893 2300 MISC \$0 S614078V

130593-1146 MISC \$55 S484852B

1161S

**IMAGED**

MACPHERSON & KELLEY  
VICTORIA

APPLICATION BY RESPONSIBLE AUTHORITY UNDER SECTION  
181

PLANNING AND ENVIRONMENT ACT 1987  
FOR ENTRY OF MEMORANDUM OF AGREEMENT UNDER  
SECTION 173 OF THE ACT

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a Memorandum of the Agreement be entered on the Certificate of Title to the land referred to:

LAND: VOLUME <sup>10096</sup>~~9369~~ FOLIO <sup>441</sup>~~767~~  
ADDRESS OF THE LAND: 32 WELLS ROAD, CHELSEA HEIGHTS

RESPONSIBLE AUTHORITY: THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF SPRINGVALE

PLANNING SCHEME: SPRINGVALE PLANNING SCHEME

AGREEMENT DATE: ~~NOVEMBER 30, 1992~~

<sup>11TH JANUARY 1993</sup>

AGREEMENT WITH: BERNADIN PTY LTD

A copy of the Agreement is attached to this Application.

DATED this 11<sup>TH</sup> day of January 1992/3

SIGNATURE FOR THE RESPONSIBLE AUTHORITY -

NAME OF OFFICER -

*[Signature]* T.G. RYAN  
CHIEF EXECUTIVE OFFICER

AMENDED

- 3 AUG 1993

With consent of  
Solicitor for APPLICANT

AMENDED

17 DEC 1993

With consent of  
Solicitor for APPLICANT

as 18-11-93

[unclear]

THIS AGREEMENT is made the 11<sup>th</sup> day of January 1993

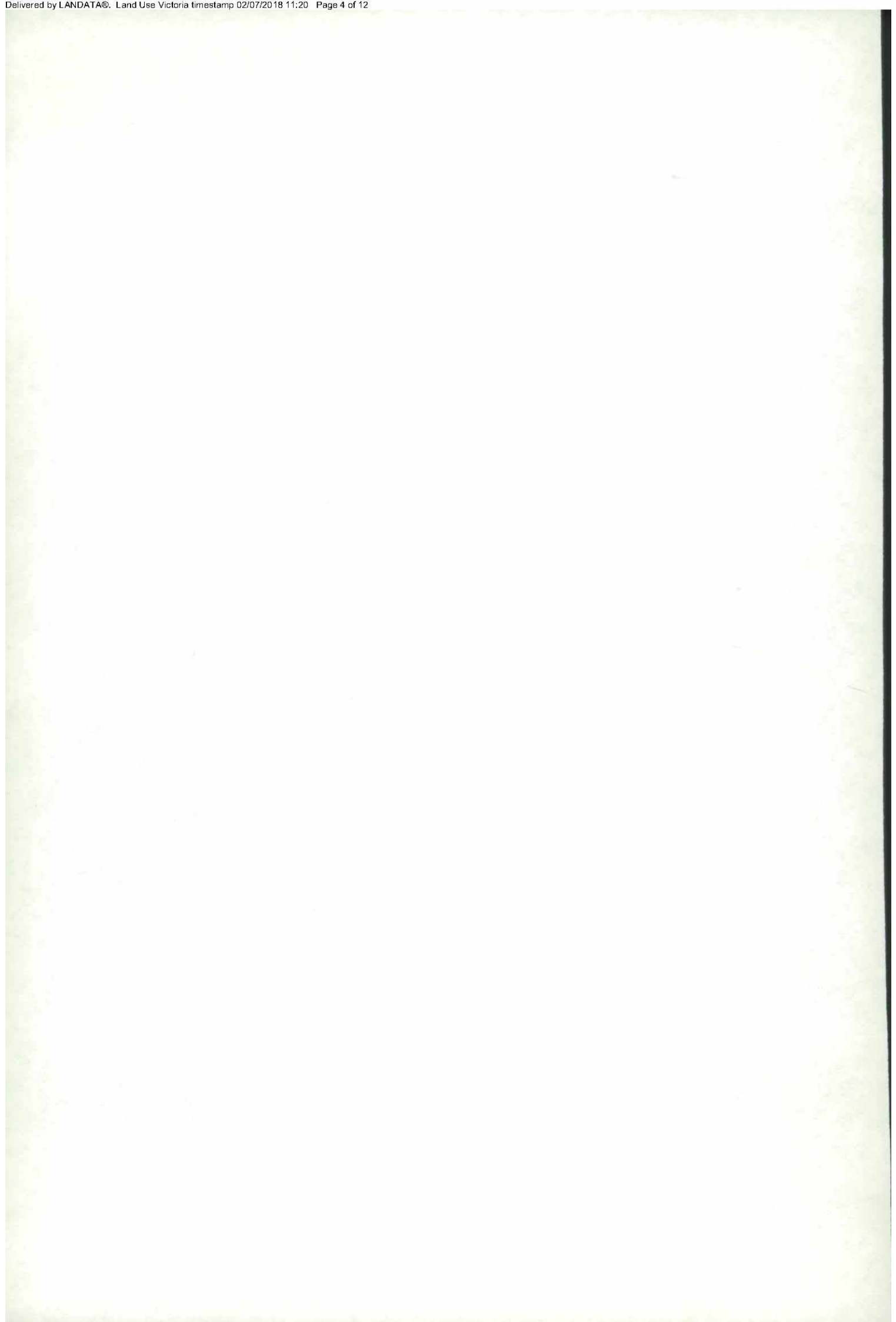
BETWEEN: THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF SPRINGVALE of Civic Centre, 397 Springvale Road, Springvale ("The Council") of the first part

AND : BERNADIN PTY LTD  
of 32 Wells Road, Chelsea Heights  
("The Owner") of the second part

WHEREAS:

- A. The Council is and at all material times the Responsible Authority by delegation with respect to the administration and enforcement of the Springvale Planning Scheme.
- B. The Owner is and has been at all material time the registered proprietor of the land known as 32 Wells Road, Chelsea Heights in the State of Victoria and being the land more particularly described as Part of Crown Allotment 119, Parish of Lyndhurst and being the land described in Certificate of Title Volume 9369 Folio 767 ("The subject land").
- C. The Owner lodged an application with Council for a Permit to subdivide the land into three (3) Lots (Application No. 11/92).
- D. On the 30<sup>th</sup> November ~~16<sup>th</sup> April~~, 1992 Council determined to grant the Permit ~~sought in application~~ <sup>(Amended)</sup> No. 11/92 to subdivide the land into three (3) Lots such a permit contained inter alia the following condition that prior to the issue of a Statement of Compliance for this subdivision the Owner of the land has made an agreement with Council under the Planning and Environment Act 1987 in order to ensure that :-
- (c)(ii) <sup>(A)</sup> Access works on Wells Road and driveways and car parking on Lot 2 must be constructed upon development of buildings and works on Lots 1 or 3 ;
- ~~(c)~~ <sup>(B)</sup> Overflow or shared parking shall be allowed to occur on car parking spaces on any of the Lots created for the uses approved on those Lots under Permit No. 41/91 issued on January 14, 1992 for a funeral parlour, petrol station and wholesale plant nursery on the parent title.
- E. The parties now wish to enter into this Agreement pursuant to Section 17 of the Subdivision Act 1988 and pursuant to Section 173 of the Planning and Environment Act 1987 and in satisfaction of the requirements set forth herein.

NOW THIS AGREEMENT WITNESSETH and is hereby declared and agreed as follows :-



1. "The subject land" shall mean the land described in Certificate of Title Volume 9369 Folio 767 as comprised in its current title of Lots 1 to 3 on P.S.301391E.
2. The Owners (which term shall include the Owner or Owners of the land from time to time) with the intent that their covenants hereunder shall run with the land hereby covenants and agrees that :-
  - A. Access works on Wells Road and driveways and car parking on Lot 2 must be constructed upon development of buildings and works on Lots 1 or 3;
  - B. Overflow or shared parking shall be allowed to occur on car parking spaces on any of the lots created for the uses approved on those lots under Permit No. 41/91 issued on January 14, 1992 for a funeral parlour, petrol station and wholesale plant nursery on the parent title.
3. The Owners covenant and agree to do all things necessary including the signing of any further agreements or other documents that may be required to ensure that the covenants and agreements hereunder are carried out and effected and the successors in title agree to do all things necessary to enable Council to enter memoranda of this Agreement on the Certificates of Title to the subject land in accordance with Section 181 of the Planning and Environment Act including signing any further agreement, acknowledgement or document to enable the said memoranda to be registered under that section.
4. The Owner shall pay the Responsible Authority's reasonable costs in respect to the preparation, execution and subsequent registration of a Memorandum of the Agreement prior to issue of Statement of compliance.
5. The Council covenants and agrees to lodge this Agreement for registration in the Land Titles Office pursuant to Section 181 of the Planning and Environment Act 1987 immediately after the Plan of Subdivision P.S.301391E has been lodged for registration in the Land Titles Office. The Owner agrees to advise the Council of the date of lodgment of the Plan of Subdivision as soon as the plan is lodged.
6. The Owner acknowledges that it has not sold and agrees that it will not sell, transfer or assign its interest in the land without disclosing to the proposed purchasers, transferees or assignees the obligations imposed on the Owner under the Permit and this Agreement and shall not without obtaining executed covenants from such proposed purchasers, transferees and assignees that they and each of them shall observe and be bound by the terms and conditions of the Permit and this Agreement.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day and year hereinbefore written.



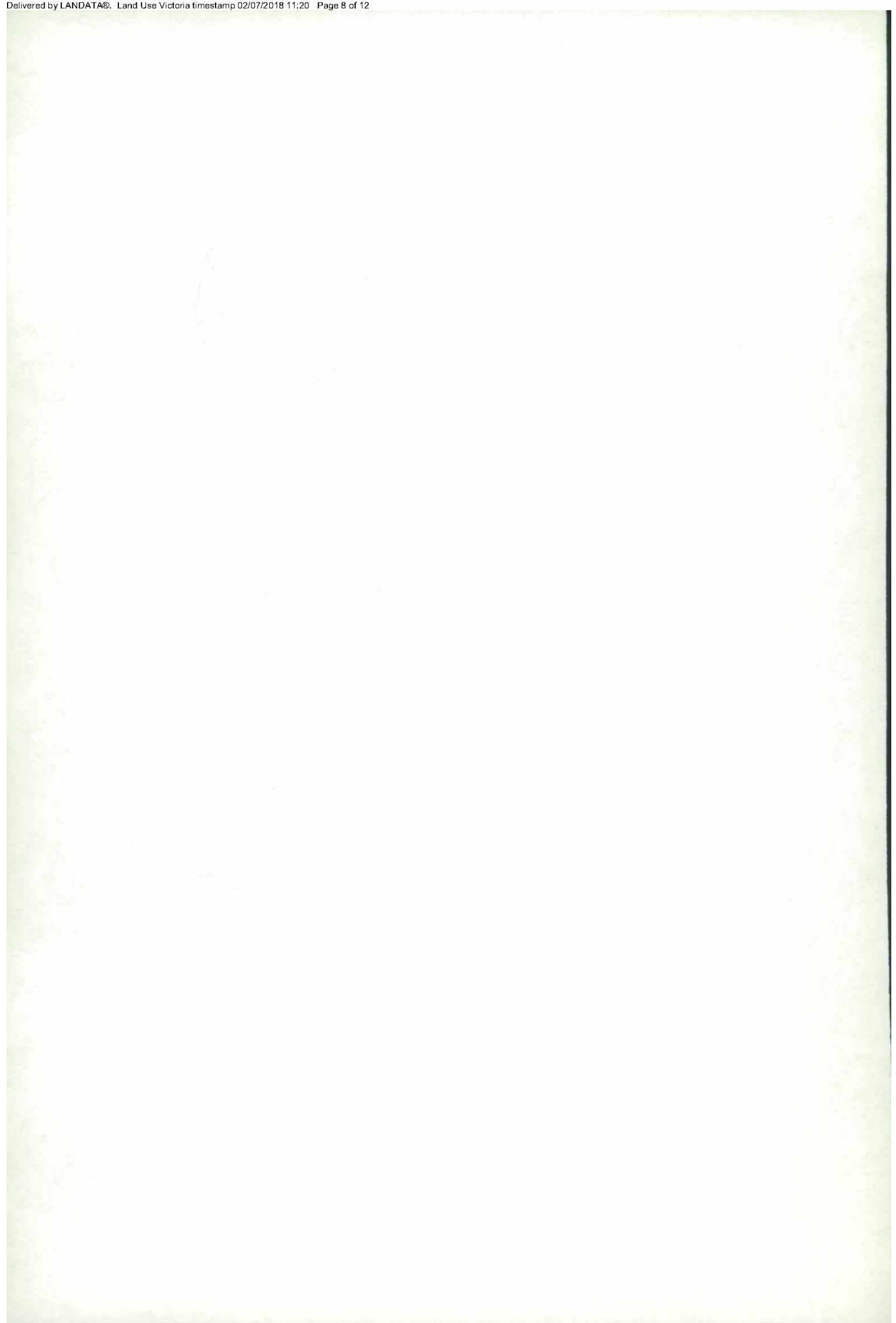
THE COMMON SEAL OF BERNADIN )  
PTY LTD was hereunto affixed )  
in accordance with its )  
Articles of Association in the )  
presence of : )



.....*[Signature]*.....DIRECTOR  
.....*[Signature]*.....SECRETARY

THE COMMON SEAL OF THE MAYOR )  
COUNCILLORS AND CITIZENS OF )  
THE CITY OF SPRINGVALE was )  
hereunto affixed in the )  
presence of : )

.....*[Signature: Peter Brown]*.....COUNCILLOR  
.....*[Signature: H. Croyle]*.....COUNCILLOR  
.....*[Signature: D. Smith]*.....TOWN CLERK



DATED

199

THE MAYOR, COUNCILLORS & CITIZENS  
OF THE CITY OF SPRINGVALE

and

BERNADIN PTY LTD

=====

AGREEMENT PURSUANT TO SECTION 17  
PLANNING & ENVIRONMENT ACT 1987  
(AS AMENDED)

=====



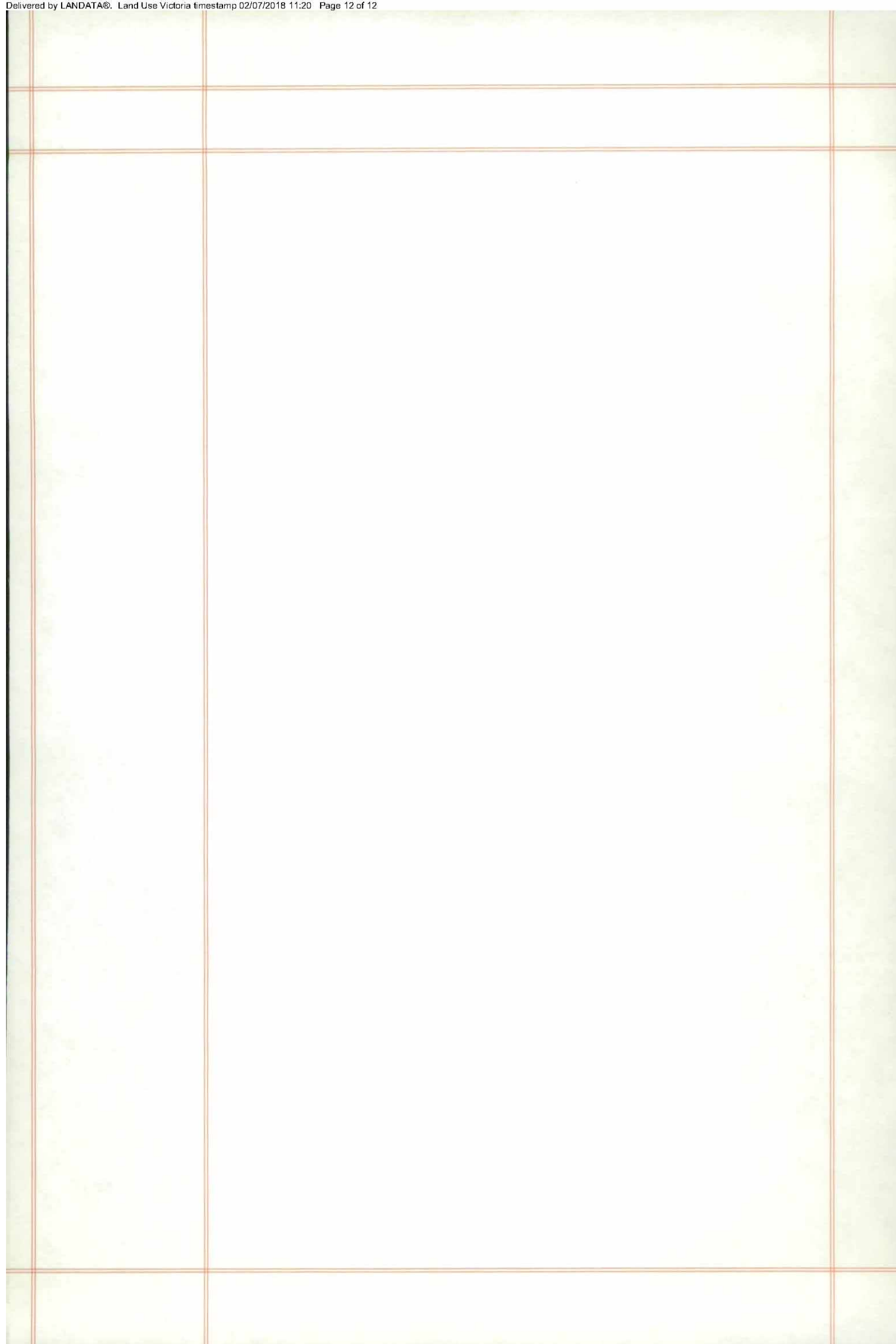
DATED:

199

APPLICATION BY A RESPONSIBLE  
AUTHORITY UNDER SECTION 181  
PLANNING & ENVIRONMENT ACT  
1987 FOR ENTRY OF A  
MEMORANDUM OF AGREEMENT  
UNDER SECTION 173  
OF THE ACT

MESSRS. MACPHERSON & KELLEY,  
SOLICITORS,  
14 BALMORAL AVENUE,  
SPRINGVALE 3171

REF: SVLE DL  
ID: COS\BERNADIN  
TEL: 546 5511



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS447088P</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>02/07/2018 11:21</b>

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<b>PLAN OF SUBDIVISION</b>		Stage No.	LTO use only  EDITION 2	<b>P.S.447088P</b>
----------------------------	--	-----------	-------------------------------	--------------------

<b>Location of Land</b> Parish: <b>LYNDHURST</b> Section: Crown Allotment: <b>119 (PART)</b> Crown Portion:  LTO base record: <b>DCMB</b> Title References: Vol.10174 Fol.173  Last Plan Reference: <b>Lot 1 on P.S.331342Y</b>  Postal Address: <b>227-229 WELLS ROAD</b> <b>CHELSEA HEIGHTS, 3196.</b>  AMG Co-ordinates: <b>N 5 787 685</b> (Of approx. centre of plan) <b>E 336 635</b> <b>Zone 55</b>	<div style="text-align: center;"><b>Council Certification and Endorsement</b></div> Council Name: <b>KINGSTON</b> Ref: <b>K513/02</b>  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  <b>Open Space</b>  (i) A requirement for public open space under section 18 of the Subdivision Act 1988 <del>has</del> / has not been made.  <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del>  Council Delegate <del>Council Seal</del>  Date <b>14 / 5 / 2002</b>  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal  Date      /      /
--	--

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
Nil	Nil

Notations	
<b>Depth Limitation:</b> Does not apply	<b>Staging</b> This <del>is</del> / is not a staged subdivision. Planning Permit No.
<b>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</b>  <b>MEDIAN: BOUNDARIES SHOWN MARKED "M"</b>  <b>EXTERIOR FACE: ALL OTHER BOUNDARIES</b>	<b>Survey:-</b> This plan is / <del>is not</del> based on survey.  To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.

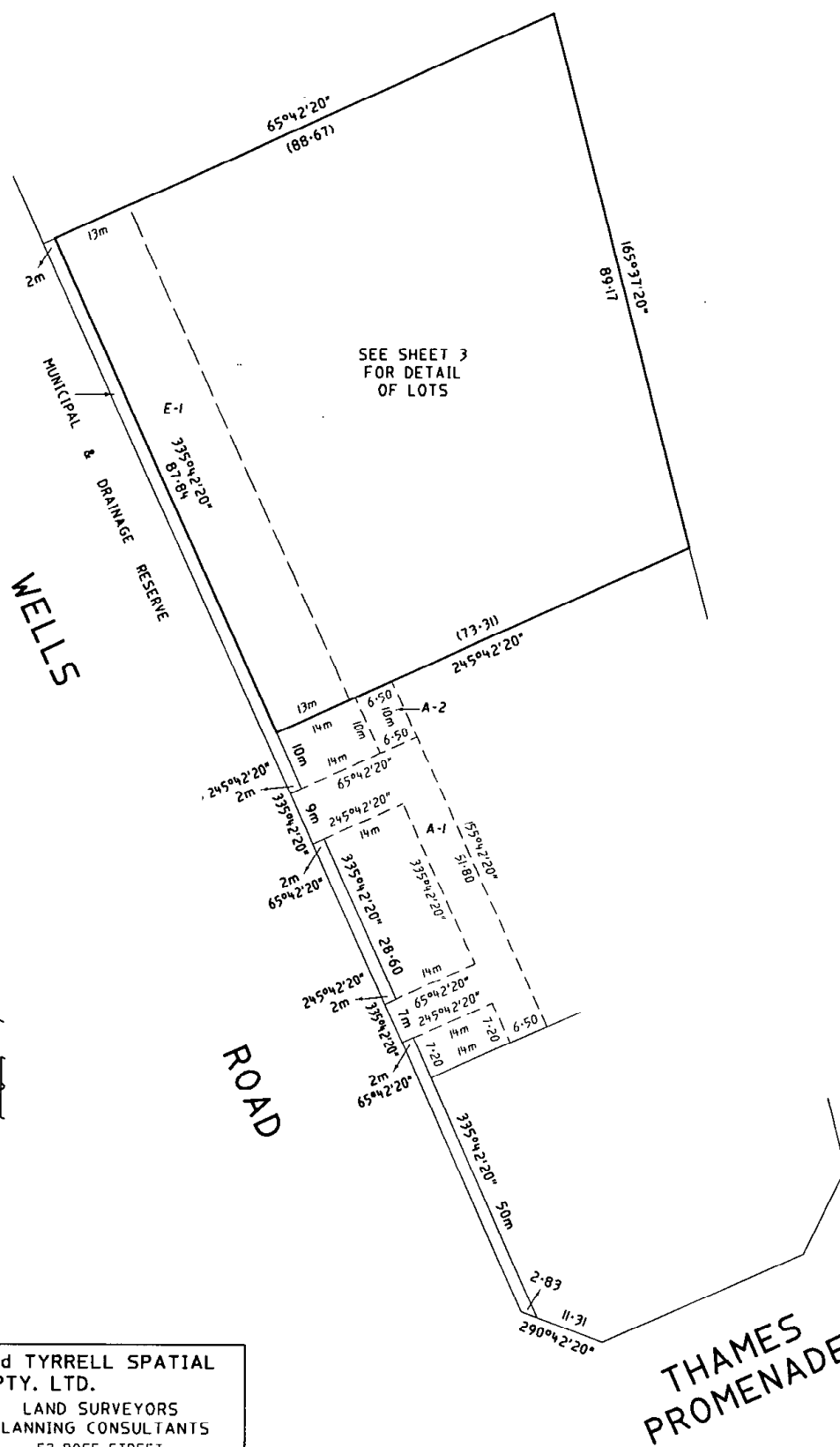
  

Easement Information					LTO use only  Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/>  Date <b>2 / 8 / 2002</b>
<b>Legend:</b> A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)					
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	PIPELINE CHANNEL & CARRIAGEWAY	13m	P.S.30139IE	MELBOURNE WATER	
E-1	CARRIAGEWAY	13m	P.S.30139IE	CITY OF SPRINGVALE	
A-1	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, DATA TRANSMISSION & SUPPLY OF WATER	SEE PLAN	P.S.30139IE	LOTS 1, 2 & 3 ON P.S.30139IE	
A-2	WAY, DRAINAGE, SEWERAGE, GAS, ELECTRICITY, TELEPHONE, DATA TRANSMISSION & SUPPLY OF WATER	6.50	P.S.331342Y	LOTS 1 & 2 ON P.S.331342Y	

<b>KEARNEY and TYRRELL SPATIAL PTY. LTD.</b>  LAND SURVEYORS PLANNING CONSULTANTS 53 ROSE STREET ESSENDON 3040 TELEPHONE 93314266 FAX 93314366	LICENSED SURVEYOR (PRINT) <b>PETER JOHN TYRRELL</b>  SIGNATURE _____ DATE <b>10/10/2001</b>  REF <b>11182</b> VERSION 2      ZIP - RM	LTO use only  PLAN REGISTERED TIME <b>3-41</b> DATE <b>5 / 8 / 02</b>   Assistant Registrar of Titles  Sheet 1 of 4 Sheets  DATE      /      / COUNCIL DELEGATE SIGNATURE  Original sheet size <b>A3</b>
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PLAN OF SUBDIVISION				Stage No.	Plan Number
					P.S. 447088P



A.M.G. Zone 55

**KEARNEY and TYRRELL SPATIAL PTY. LTD.**  
 LAND SURVEYORS  
 PLANNING CONSULTANTS  
 53 ROSE STREET  
 ESSENDON 3040  
 TELEPHONE 93314266  
 FAX 93314366



ORIGINAL	SCALE
SHEET SIZE A3	SCALE 1:750
LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT)	PETER JOHN TYRRELL
SIGNATURE	DATE 10/10/2001
REF III82	VERSION 2 ZIP - RM

SHEET 2 OF 4 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

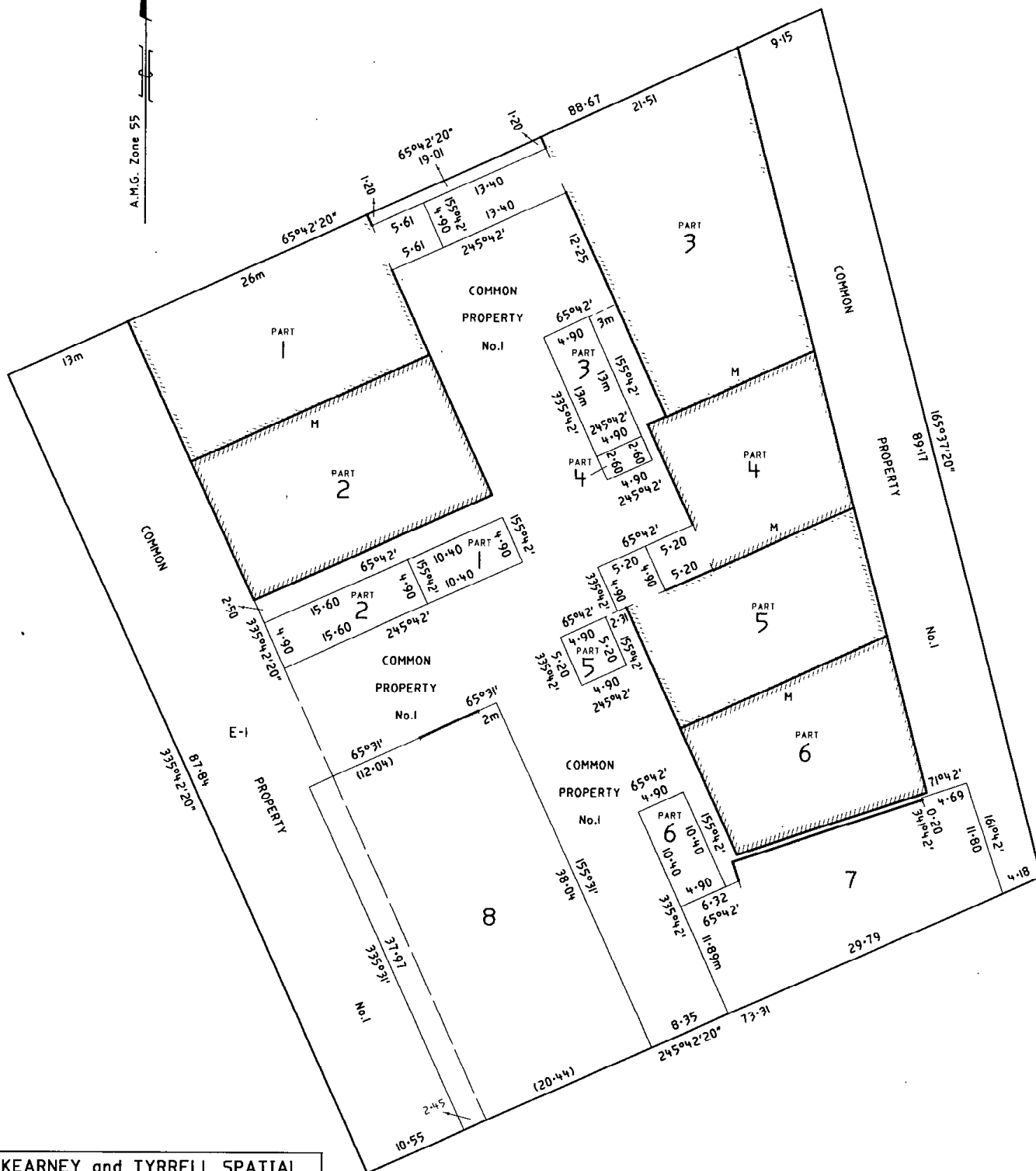
# PLAN OF SUBDIVISION

Stage No.

Plan Number

P.S.447088P

A.M.G. Zone 55



**KEARNEY and TYRRELL SPATIAL PTY. LTD.**

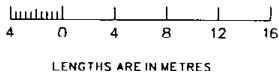


LAND SURVEYORS  
PLANNING CONSULTANTS  
53 ROSE STREET  
ESSENDON 3040  
TELEPHONE 93314266  
FAX 93314366

ORIGINAL

SCALE

SHEET  
SIZE  
A3  
SCALE  
1:400



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

PETER JOHN TYRRELL

SIGNATURE

DATE 10/10/2001

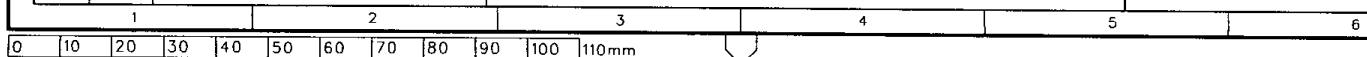
REF III82

VERSION 2

ZIP - RM

SHEET 3 OF 4 SHEETS

DATE  
COUNCIL DELEGATE SIGNATURE



PS447088P

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 02/07/2018 11:20:49 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS447088P**

The land in PS447088P is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 8.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SUITE 1 94 HIGH STREET BERWICK VIC 3806

AF653640D 26/02/2008

### 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:

NIL

### 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	150	150
Lot 2	150	150
Lot 3	215	215
Lot 4	100	100
Lot 5	120	120
Lot 6	120	120
Lot 7	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 02/07/2018 11:20:49 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS447088P**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 8	100	100
<b>Total</b>	<b>1055.00</b>	<b>1055.00</b>

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

Statement End.

**Owners Corporation No. 447088**

**Address: 227-229 Wells Road  
CHELSEA HEIGHTS VIC 3196**

**Vendor: Daleford Bond Pty Ltd**

**Reference: Pro Choice Conveyancing**

**Purchaser: Unknown**

This certificate is issued for Lot 4 on Plan No. 447088

The postal address of which is PO Box 379, Suite 1, 94 High Street Berwick VIC 3806

**IMPORTANT:** The information provided on this certificate is as of 3rd July 2018.

- The present fees for the above Lot are **\$2,593.85** per annum, (OC Year 01/09/17 to 31/08/18) paid Biannually.  
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount
01/09/17	\$1,174.45
01/03/18	\$1,419.40
<b>Total</b>	<b>\$2,593.85</b>

- The fees are paid up until 31/08/18. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.
- The total of any Unpaid fees now total \$0.00 (interest \$0.00).

The total of any Unpaid Special Levy fees total \$0.00 (interest \$0.00).

- The following special fees or levies have been struck and are payable on the dates indicated below.

Due Date	Amount	Details	Due Amount

- Repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are: None known as at this date. The Annual General Meeting will be held in approximately late September, 2018.

- The Owners Corporation presently has the following insurance cover

**Name of Insurer:** CHU  
**Policy No:** CS0001055  
**Renewal Date:** 30/09/2018

Type of Policy	Sum Insured
Building	\$6,625,000.00
Common Contents	\$66,250.00
Fidelity Guarantee	\$100,000.00
Loss of Rent/ Temp Accom.	\$993,750.00
Office Bearers	\$1,000,000.00

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.
8. The total funds held by the owners corporation as at 3rd July 2018 are:
- |                         |                      |                               |
|-------------------------|----------------------|-------------------------------|
| Admin fund: \$30,317.31 | Sinking Fund: \$0.00 | Total Funds held \$30,317.31. |
|-------------------------|----------------------|-------------------------------|
9. The Owners Corporation liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.
- None known as at this date
10. The Owners Corporation granted contracts, leases, licenses or agreements affecting the common property as follows:
- None known as at this date
11. The Owners Corporation agreement to provide services to members and occupiers for a fee as follows:
- None known as at this date
12. Notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?
- None known as at this date
13. The Owners Corporation is party to proceedings and aware of notices or orders which may give rise to proceedings as follows:
- None known as at this date
14. The Owners Corporation has resolved to appoint a manager.
15. No proposal has been made for the appointment of an administrator
16. Any other Information: None known as at this date

The information provided on this certificate is as of 3rd July 2018.

Signed and seal affixed on behalf the Owners Corporation



**for Strata Management Victoria**

A division of Dandenong Region Body Corporate Services (Aust) Pty. Ltd. BLA No 000037

PO Box 379, Suite 1, 94 High Street Berwick VIC 3806 (Phone: 9707 5330 Fax: 9796 1494)

In capacity as Owners Corporation Manager in accordance with section 20(1) and Section 21(2A) of the Owners Corporations Act 2006

The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of any Consolidated Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Further information on prescribed matters can be viewed via the Owners Corporation Register by appointment at the office of Strata Management Victoria between the hours of 9.00 am to 4.00 pm

*The information provided within this certificate is correct to the best of our knowledge as at the date of issue  
The information herein is subject to change without notice*

*A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner)*

*NOTE; REGULATION 134 OF THE OWNERS CORPORATIONS ACT 2006 REQUIRES THAT AN OWNER AND SELLER IS REQUIRED TO ADVISE THE OWNERS CORPORATION OF THE NEW OWNERS NAME AND ADDRESS WITHIN ONE MONTH OF COMPLETION OF CONTRACT*

# **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **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.**

**1. Attendance:**

Lot 5                      Susanne Wiklund (proxy)  
Lot 8                      Khalil Armanios  
And Susanne Wiklund of DR Strata Management.

**Proxies:**

Lot 5                      Viole Pty Ltd gave proxy to Susanne Wiklund

**The Manager declared that under Section 77 of the Owners Corporation Act 2006 a Quorum was not present and any decision made at today's meeting would be interim decisions for a period of 28 days before becoming binding on all Lot Owners belonging to the Owners Corporation.**

**It was also stated that under Section 94 of the Owners Corporation Act 2006 any member present who is currently in arrears will not be entitled to vote on any general resolutions.**

**2. Apologies**

Lot 5                      Voile Pty Ltd

**3. Meeting Chairperson and Secretary**

It was resolved that Susanne Wiklund be appointed as Meeting Chairman and Secretary.

**4. Committee report**

There was no Committee of the Owners Corporation appointed at the 2016 Annual General Meeting.

**5. Management Report**

The Management Report, as tabled, was accepted by the Meeting.

**6. Complaints/Dispute Resolution Report**

The Manager told the Meeting there were no Complaints in the Prescribed Format received nor did the Manager conducted any Dispute Resolution Meetings in the 2016 – 2017 Financial Year.

**7. Minutes of Previous Meeting**

It was resolved that the Minutes of the Annual General Meeting held on be confirmed as a true and correct record.

**8. Financial Statements**

It was resolved to accept the financial statements for the period from 01/09/16 to 31/08/17 as presented with a balance in the Administration Fund of \$27,292.14 on the 31<sup>st</sup> August, 2017.

**9. Valuation**

It was resolved not to obtain a valuation for the Owners Corporation prior to the insurance renewal due on the 30th September, 2016.

The Manager notes that the last Valuation was undertaken by Hay Property Group on 4th July, 2015 and the Owners Corporation was adjusted to the recommendations of that Report.

## **10. Insurance**

It was resolved that the Manager will obtain three quotations for the renewal of the Owners Corporation Insurance and forward these to the Chairperson for his consideration and instruction.

The Manager referred Lot Owners to the website of the incumbent insurer to view the Policy Disclosure Statement (PDS) to ensure that adequacy of coverage exists in the purchased policy.

## **11. Maintenance Plan**

The Manager notes that as the Owners Corporation is not a Prescribed Owners Corporation that it is not required to implement a Maintenance plan as defined under the new legislation.

## **12. Occupational Health & Safety**

It was resolved that the Owners Corporation acknowledges it has been advised that the Owners Corporation has a responsibility in relation to Occupational Health and Safety on the common property and the need to continually monitor the risks accordingly.

## **13. Asbestos Audit**

It was resolved not to obtain an asbestos report on the common property as it is the opinion of the Owner present at the Meeting that the driveway would not contain asbestos.

## **14. Essential Safety Measures Audit**

It is resolved for the Manager to engage a suitably qualified provider to have the common property Essential Safety Measures audited and maintained in accordance with legislation.

## **15. Financial Budget.**

It was resolved to amend the Proposed Administration Budget totalling \$27,365.00 including gst for the period 01/09/17 to 31/08/18 by removing \$880.00 for the provision of Cleaning – Spouting. It is understood that all spouting is private property and that all Owners are responsible for ensuring their guttering is cleaned.

It was resolved to accept the Proposed Administration Budget totalling \$26,485.00 including gst for the period 01/09/17 to 31/08/18 with levies paid bi-annually and due on the 1st September and 1st March in any financial year.

## **16. Interest**

It was resolved that in accordance with part 3 29 of the Owners Corporation Act 2006, the Owners Corporation charge interest (at the maximum rate as set by the Penalty Interest Rates Act 1983) on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.

It was resolved that the manager is authorised to apply the interest to outstanding accounts on behalf of the Owners Corporation.

## **17. Contributions**

It was resolved that the Owners Corporation recovers outstanding Owners Corporation fees and charges by action in Court of competent jurisdiction, including but not limited to, the Magistrates' Court and VCAT:

It is further resolved that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, all costs, charges and expenses incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a committee member of the Owners Corporation) arising out of any default or breach by any lot owner or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2007.

## **18. Owners Corporation Seal**

It was resolved that the manager hold the Owners Corporation seal and that the manager may use the seal as per the Owners Corporation Act. All other uses will require a resolution by the Owners Corporation.

## **19. Committee**

It was resolved not to elect a Committee of Management but that all decisions would be made by the majority vote of all Lot Owners.

## **20. Chairperson**

It was resolved that Lot8 Mr Khalil Armanios be the Chairperson of the Owners Corporation.

## **21. Disputes**

It was resolved that the Owners Corporation maintain the Model Rules for an Owners Corporation as per the Owners Corporation Regulations 2007 and the whole Owners Corporation act as Dispute Resolution Committee.

## **22. Other Matters:**

### **(a) Cleaning of Spouting**

It was resolved that all Owners would be responsible for cleaning their private property guttering and spouting of their Lot.

It was resolved that those funds totalling \$880.00 inc gst would be removed from the Proposed Administration Fund Budget for 2017 – 2018.

### **(b) Parking Issues**

The tenants of both Lots 2 and 4 rely on clientele attending the property to operate. Clientele are parking in areas around the carwash owned by Lot 8 which is causing hardship for vehicles exiting the carwashes.

It was resolved that 'no parking' signs would be painted on the common property area to allow persons exiting the carwash to freely do so.

It was resolved that the funds to pay for these works would be taken from those funds held in excess by the Owners Corporation.

## **Rules of Owners Corporation**

*Part 8 of Owners Corporations Act 2006 and Owners Corporation Regulations 2007*

### **MODEL RULES FOR AN OWNERS CORPORATION**

#### **1 Health, safety and security**

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

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

##### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

##### **1.3 Waste disposal**

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

#### **2 Management and administration**

##### **2.1 Metering of services and apportionment of costs of services**

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

### **3 Use of common property**

#### **3.1 Use of common property**

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

#### **3.2 Vehicles and parking on common property**

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

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

#### **3.3 Damage to common property**

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

## **4 Lots**

### **4.1 Change of use of lots**

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

#### **Example**

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

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

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

### **5.2 Noise and other nuisance control**

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

## **6 Dispute resolution**

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

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Mrs Donna Emile  
E-mail:  
lyn@prochoiceconveyancing.com.au

Statement for property:  
FACTORY 4 LOT 4 227-239 WELLS  
ROAD CHELSEA HEIGHTS 3196  
4 PS 447088

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52O//12670/00057	18/10544 Daleford	02 JUL 2018	31533309

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2018 to 30/06/2019	\$77.10
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2018 to 30/09/2018	\$34.00

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2018 to 30/09/2018	\$29.16
<b>Sewerage Service Charge</b>	01/07/2018 to 30/09/2018	\$109.97
<b>Subtotal Service Charges</b>		<u>\$250.23</u>
<b>Usage Charges*</b>	Billed until 12/5/2018	\$142.94
<b>Arrears</b>		\$176.01
<b>TOTAL UNPAID BALANCE</b>		\$569.18

- The meter at the property was last read on 12/05/2018. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.00 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.52 per day</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):

<https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Sewerage provision for this property only provides partial control over the allotment. For further details please contact Property Development Branch, South East Water Ltd. on telephone 131694 and quote Reference No. .

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.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

**ENCUMBRANCE ENQUIRY EMAIL** [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

## **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

## **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

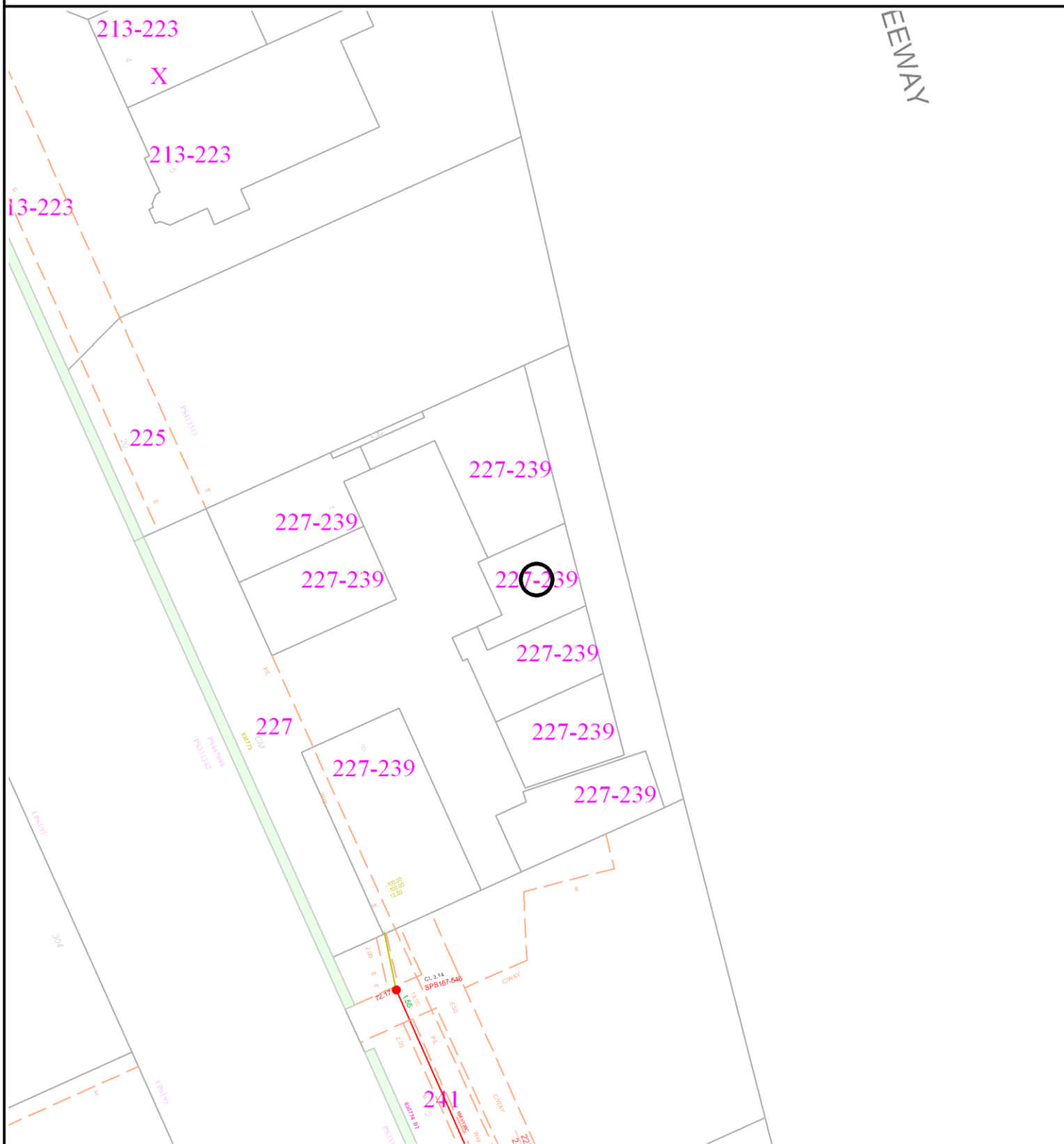
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

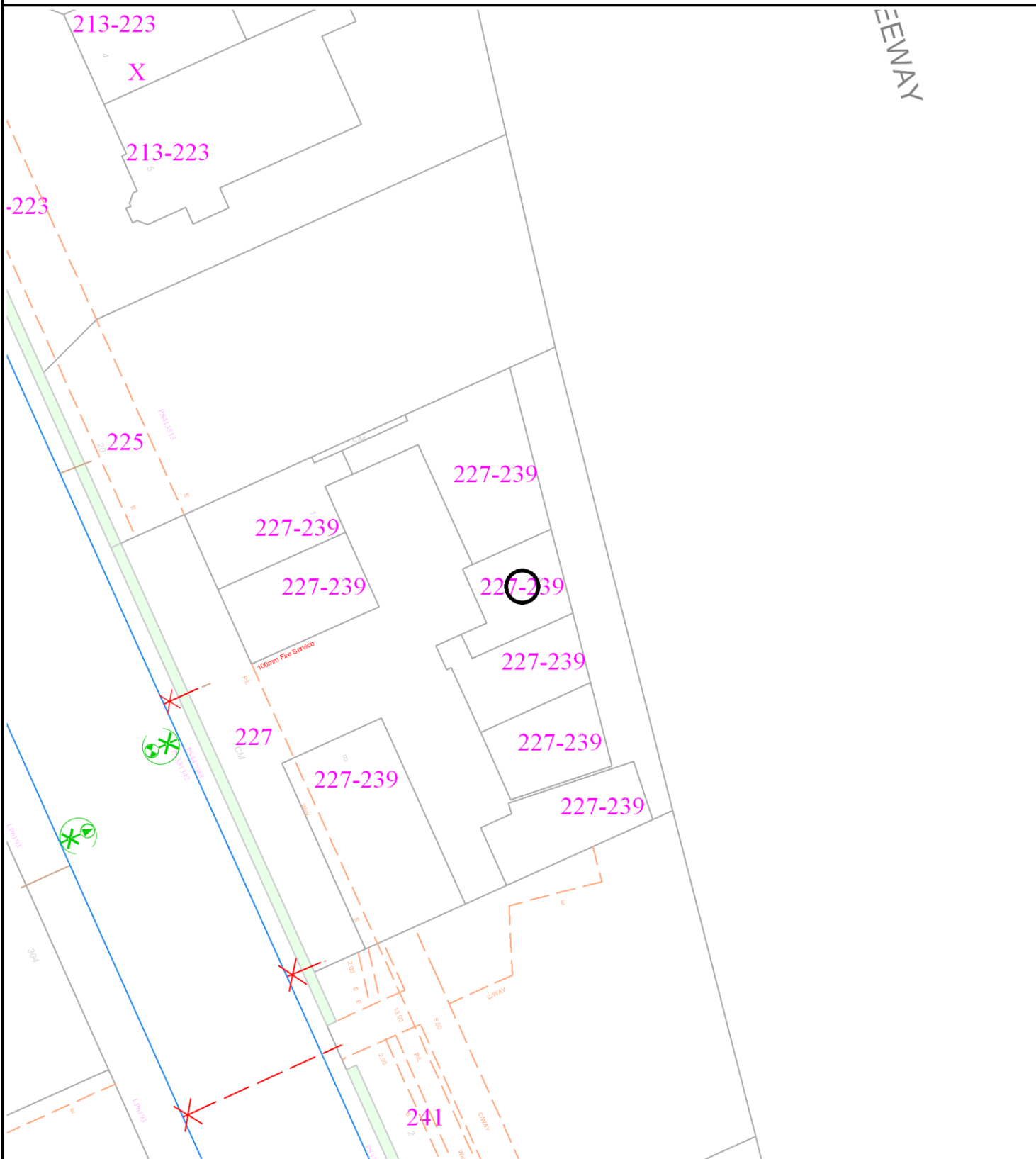
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.


— Title/Road Boundary	Subject Property	Maintenance Hole
- - - - - Proposed Title/Road	Sewer Main	Inspection Shaft
- - - - - Easement	Direction of Flow	Offset from Boundary

Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.








**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

### LEGEND

-  Title/Road Boundary  
 Proposed Title/Road  
 Easement

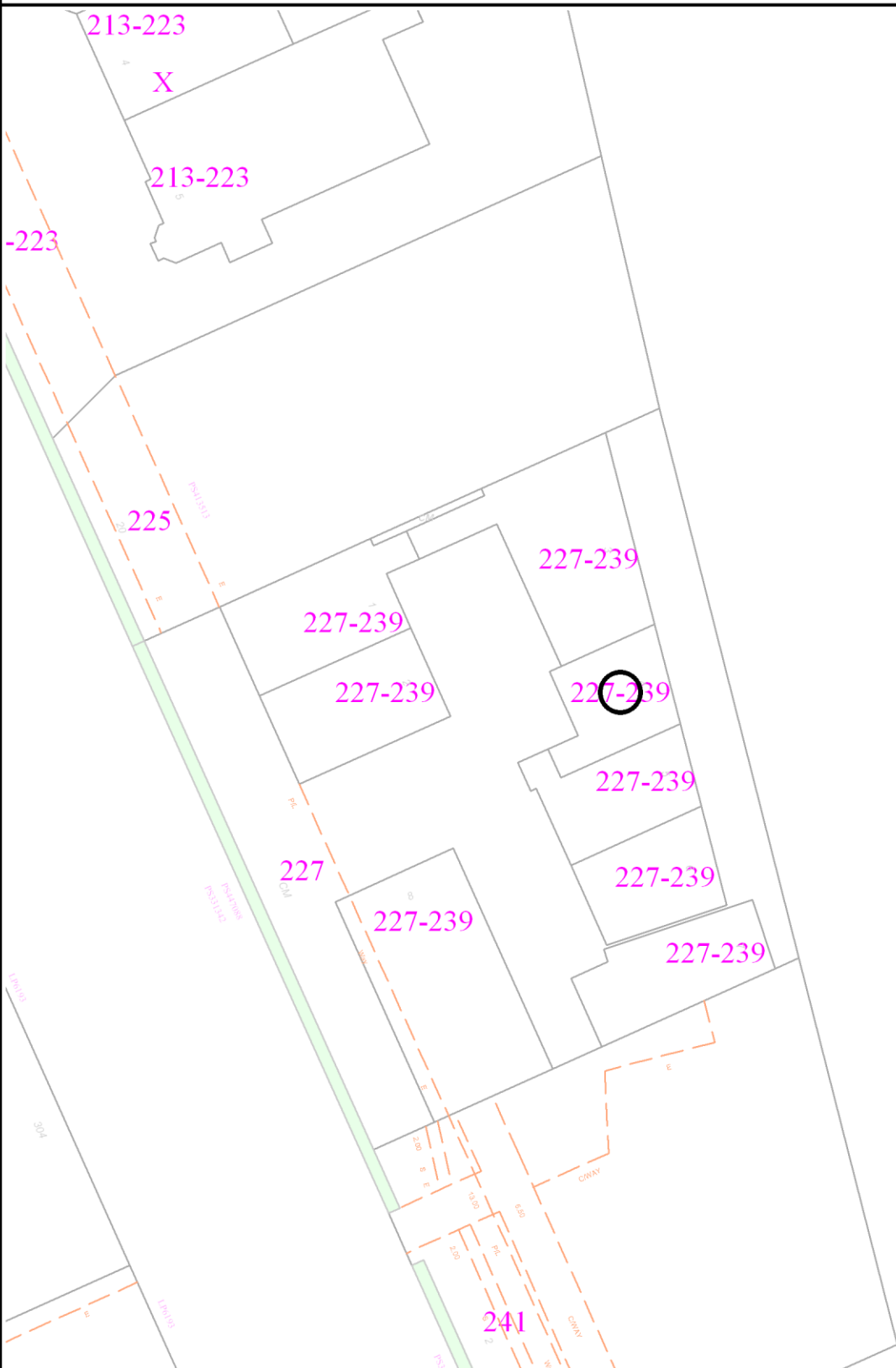


- Subject Property  
Water Main Valve  
Water Main

-   Hydrant  
  Fireplug/Washout  
 ~ 1.0 Offset from Boundary



SEWAY



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

## LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary

**The Real Estate Institute of Victoria Ltd**  
**COPYRIGHT RENEWAL OF LEASE®**



**Landlord(s): Daleford Bond Pty Ltd**

**Tenant(s): Kennedys Fitness Pty Ltd**



**Premises: 4/227 Wells Road, Chelsea Heights, Vic, 3196**

# Code 0150

## Renewal of Lease

### About this Renewal of Lease

You can use this deed to renew an REIV Commercial Lease [Code 143] when it contains an option for another term. You can also use it to record renewals of other forms of commercial, retail, and industrial leases that contain options to renew. Complete this deed in triplicate. One completed, dated and signed part is for the landlord to keep, the second is for the tenant to keep and the third is for your agency file. Keep the completed deed with the lease. Depending on the circumstances, it may be prudent to obtain professional help to complete this deed.

**This deed** is supplemental to the lease recorded in the Schedule (Lease) and is made on the date set out in the Schedule.

### Recitals:

- A. If the landlord named in the Schedule (landlord) is not the landlord named in the Lease, the landlord is now entitled to the reversion when the Lease ends.
- B. If the tenant named in the Schedule (tenant) is not the tenant named in the Lease, the tenant has taken an assignment of the Lease.
- C. The tenant has the right to renew the Lease of the premises described in the Schedule (premises) for the period set out in the Schedule (further term).
- D. The tenant has renewed the Lease of the premises for the further term.
- E. The landlord and the tenant have made this deed to record the further term.

### The landlord and the tenant agree -

#### 1. Renewal of the Lease

- 1.1 The landlord and the tenant agree the Lease of the premises is renewed for the further term commencing on the date set out in the Schedule.
- 1.2 This deed will, so far as may be, be read and have effect as if it contained a full recital of the Lease with such changes as may be required to make it applicable to the further term or to incorporate the special conditions, if any, recorded in the Special Conditions Schedule.
- 1.3 If it is necessary to determine priority between a term of the Lease and a special condition, the special condition has priority.

#### 2. Rent

- 2.1 The initial rent for the further term is set out in the Schedule.

## **Code 0150**

### **Renewal of Lease**

**2.2** If, at the date of this deed, the initial rent for the further term remains to be agreed, then until it is agreed or, if not agreed, is determined, the tenant will continue to pay the rent current at the date on which the immediately preceding term of the Lease came to an end. On the initial rent being agreed, or determined, any necessary adjustment will be made.

#### **3. Security deposit**

If necessary, on signing this deed, the tenant will provide the landlord with an additional security deposit so the security deposit is maintained at an amount required by the Lease.

#### **4. Guarantee and indemnity**

If, during the immediately preceding term, the tenant's observance and performance of the Lease was guaranteed or indemnified or both by a guarantor or guarantors the tenant will, simultaneously with the signing this deed, procure the guarantor or guarantors to provide to the landlord a guarantee or indemnity of the tenant's observance and performance of the lease for the further term, on similar terms to that provided for the immediately preceding term.

#### **5. Retail Leases Regulations (RLR)**

If the *Retail Leases Act 2003* applies, the tenant acknowledges having received the disclosure statement to be provided by the landlord as required by the RLR.

#### **6. Special conditions**

Unless some other date or dates are specified, the special conditions, if any, in the Special Conditions Schedule have effect beginning on the commencement date of the further term.

# Code 0150 Renewal of Lease

## SCHEDULE

Date of this deed: 13/03/2018

Landlord: Daleford Bond Pty Ltd

ABN: 65 972 140 528

Address: C/- 244 Boundary Road Braeside

Postcode: 3195

Telephone: 9586 9999

Mobile:

Email: sales@morrison.net.au

Tenant: Kennedys Fitness Pty Ltd

ABN: 47 607 920 383

Address: 4/227 Wells Road Chelsea Heights Vic

Postcode: 3196

Telephone: 9776 1965

Mobile: 0414 550 744

Email: danny@kennedyshealthandfitness.com.au

Premises: 4/227 Wells Road, Chelsea Heights, Vic, 3196

Lease dated: 01/06/2017

Further term: One (1) Year

Commencement date of the further term: 01/06/2018

Initial rent for the further term\*: \$30,540.00 \*\*per annum / ~~\*\*per month~~ ~~\*\*to be agreed or, failing agreement, to be determined as provided in the Lease~~ (\*\*delete the one that does not apply)

\*the initial rent is exclusive of GST unless 'GST inclusive' or 'GST is not payable on the rent' appears in the box:

Further terms remaining after this further term ends: One (1) Year + One (1) Year + One (1) Year

## SPECIAL CONDITIONS SCHEDULE

Record here any Special Conditions as agreed. Number them one-after-the other, starting at 1.


N/A

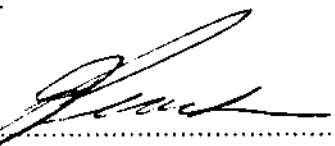
# Code 0150

## Renewal of Lease


Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord Daleford Bond Pty Ltd

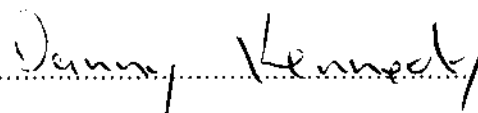
  
.....  
Director


  
.....  
Director / Company Secretary

in the presence of:

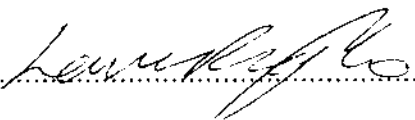
  
.....  
Witness

Signed sealed and delivered by the tenant Kennedys Fitness Pty Ltd

  
.....  
Director

  
.....  
Director / Company Secretary

in the presence of:

  
.....  
Witness



**South East**  
Water



Payment options: Visit [southeastwater.com.au](http://southeastwater.com.au) or call 13145847520

Account enquiries

13145847520 or [enquiries@sew.vic.gov.au](mailto:enquiries@sew.vic.gov.au)

More information

Charges and energy costs go to [live.southeastwater.com.au](http://live.southeastwater.com.au)

Future water use

Future water use

Future water use

Future water use

Daleford Bond Pty Ltd  
C/O: C/O: Morrison Commercial Ind  
C/O: Morrison Commercial Indust  
PO BOX 593  
BRAESIDE VIC 3195

Account number:

13145847

Date due:

12 April 2017

Balance

\$0.00

Current charges

+ \$427.80

Total due

\$427.80

## Your account breakdown

Issue date 12 March 2017  
Property FACTORY 4 227-239 WELLS ROAD  
CHELSEA HEIGHTS VIC 3196  
Property reference 13145847520112670/00057  
Group account number 13145847520112670/00057  
Last bill \$418.15  
Payment received \$418.15cr  
Balance brought forward \$0.00  
Our charges (no GST) \$398.14  
Total due \$427.80

## Your snapshot

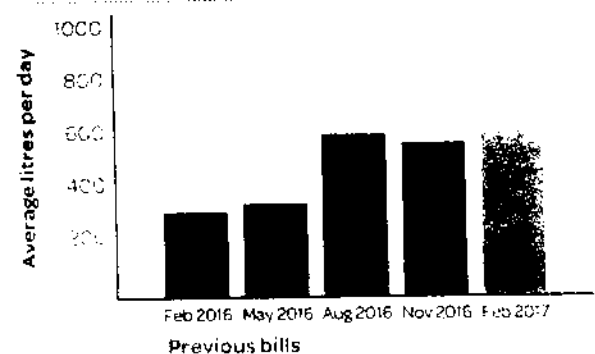
Average daily water use

502 litres

Average daily cost

\$4.36

## Your water use



## Payment options



Direct debit

Set up payments at [southeastwater.com.au](http://southeastwater.com.au)



BPAY<sup>®</sup> (Up to \$20,000)

Bill payment 24208

Ref: 100131458400007



Credit card (Up to \$5,000)

Payment details at [southeastwater.com.au](http://southeastwater.com.au)



Cheque

Mail in the payment to: 13145847520112670/00057  
13145847520112670/00057



Postbillpay

Bill payment 24208 Ref: 100131458400007

13145847520112670/00057

13145847520112670/00057

13145847520112670/00057

Property ref: 520/112670/00057  
FACTORY 4 227-239 WELLS ROAD  
CHELSEA HEIGHTS VIC 3196



\*361100\*31458400007

Total due:

\$427.80

Account number:

13145847

Date paid:

Receipt number:

+00000013145847>

+009124+

<0000000000>

<0000042780>

+444+

## John Robyn Peach

---

**From:** Le Ta [[le.ta@lsapartners.com.au](mailto:le.ta@lsapartners.com.au)]  
**Sent:** Wednesday, 27 June 2018 1:29 PM  
**To:** John & Robyn Peach  
**Subject:** RE: Daleford Bond

Hi John and Robyn

If the factory is sold whilst under lease (tenanted), the sale can qualify for a GST exemption.

Otherwise if the factory is sold vacant, then GST is applicable.

I hope the above helps.

Regards

Le Ta

Director

**LSA Partners Pty Ltd | Accountants & Advisors**

Office: 121 Burwood Highway, Burwood VIC 3125

Mail: Locked Bag 2000, Burwood VIC 3125

Phone: 03 9830 6466 | Fax: 03 9830 6477 | Mobile: 0402 881 757

Email: [le.ta@lsapartners.com.au](mailto:le.ta@lsapartners.com.au)



[www.san.com.au](http://www.san.com.au)

**From:** John & Robyn Peach <[jandrpeach@bigpond.com](mailto:jandrpeach@bigpond.com)>

**Sent:** 27 June 2018 12:49 PM

**To:** Le Ta <[le.ta@lsapartners.com.au](mailto:le.ta@lsapartners.com.au)>

**Subject:** Daleford Bond

Good afternoon Le,

We have decided to sell the factory (4/227 Wells Road Chelsea Heights) and were wondering if the sale is subject to GST.

Can you please advise.

Regards,

John and Robyn Peach

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 02 July 2018 11:16 AM

**Address:** UNIT 4/227-239 WELLS ROAD CHELSEA HEIGHTS 3196

**Lot and Plan Number:** Lot 4 PS447088

**Standard Parcel Identifier (SPI):** 4\PS447088

**Local Government (Council):** KINGSTON **Council Property Number:** 442419

**Directory Reference:** Melway 93 G10

**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 in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### State Electorates

**Legislative Council:** SOUTH-EASTERN METROPOLITAN

**Legislative Assembly:** MORDIALLOC

### Utilities

**Rural Water Business:** Southern Rural Water

**Metro Water Business:** South East Water Limited

**Melbourne Water:** inside drainage boundary

**Power Distributor:** UNITED ENERGY (Information about [choosing an electricity retailer](#))

### Planning Zone Summary

**Planning Zone:** COMMERCIAL 2 ZONE (C2Z)

**Planning Overlay:** None

**Areas of Aboriginal Cultural Heritage Sensitivity:**

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

Planning information continued on next page

Planning scheme data last updated on 27 June 2018.

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, local, particular and general 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 [Planning Schemes Online](#)

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

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

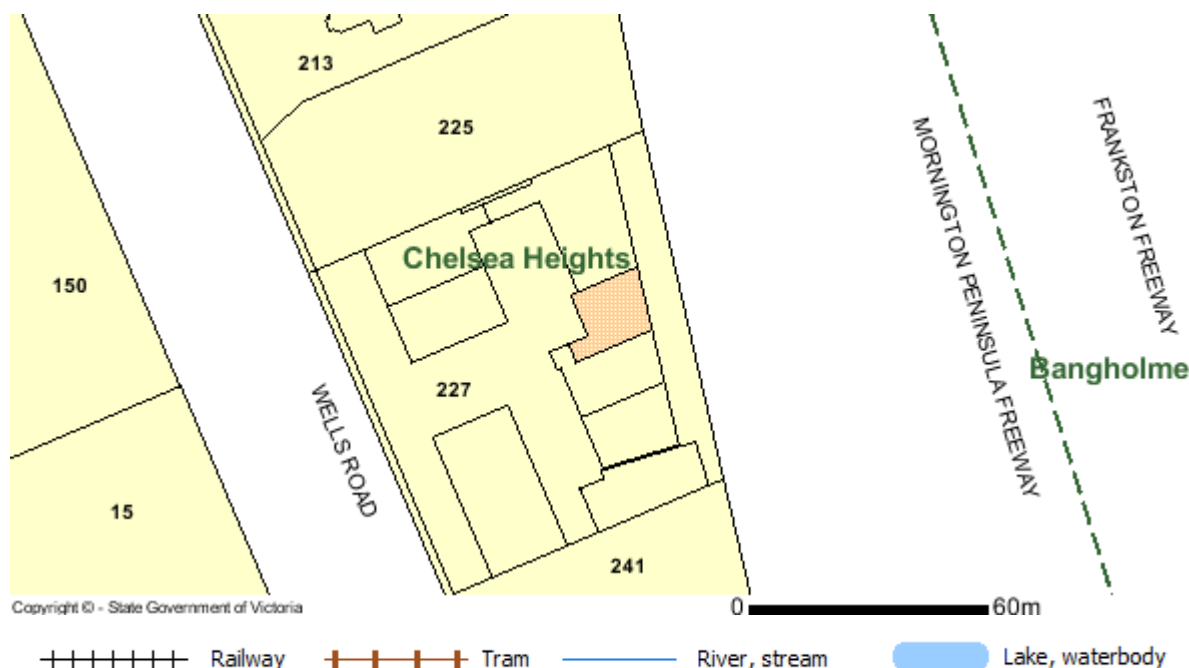
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

### Area Map



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# Due Diligence Checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

### Land boundaries

#### ***Do you know the exact boundary of the property?***

You should compare the measurements shown

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

### **Planning controls**

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

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

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

#### ***Are there any proposed or granted planning permits?***

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

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

#### ***Are any recent building or renovation works covered by insurance?***

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

#### ***Do you know your rights when buying a property?***

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

# Land Information Certificate

Local Government Act 1989 – Section 229  
Local Government (General) Regulations 2004



City of  
**KINGSTON**

Landata  
Dept of Environment, Land, Water and Planning  
570 Bourke St  
MELBOURNE VIC 3000

Date of Issue:	24 July 2018
Assessment No:	114818 6
Property Location:	4 227-239 Wells Road, CHELSEA HEIGHTS VIC 3196
Parcel Details:	Lot 4 PS447088
Certificate No:	88836
Certificate Expiry Date:	22 October 2018
Applicants Reference:	29079718-018-8:23883

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the 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 Council or the relevant authority. A fee may be charged for such information.

Operative Date of Valuation: 01 July 2018	Site Value:	142,500
Relevant Date of Valuation: 01 Jan 2018	Capital Improved Value:	390,000
	Net Annual Value:	25,000

Council uses Capital Improved Value to determine the value of property for rating purposes

## RATES AND CHARGES 1<sup>st</sup> July 2018 to 30<sup>th</sup> June 2019

### Arrears

Arrears - Brought Forward 01/07/2018	\$0.00
Legal Fees Brought Forward 01/07/2018	\$0.00

### Current Rate

General Rates	\$702.70
Fire Services Property Levy	\$625.43
Municipal Charge	\$100.00
	\$
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

**Payments** \$0.00

**Property Debts** \$0.00 (Fire Hazard / Property Clearance)

**OUTSTANDING** **\$1,428.13**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	114818/6
Certificate No.	88836
Certificate Expiry Date	22 October 2018

## ADDITIONAL INFORMATION

**Please Note:** All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$25.90.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 22 October 2018.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
  - In full 15 February 2019.
  - Four instalments: 30 September 2018, 30 November 2018, 28 February 2019, 31 May 2019.

## Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



**Biller Code: 8938**

**Ref: 1148186**

**Paul Jones**

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

\*\*\*\*\***IMPORTANT INFORMATION REGARDING THIS CERTIFICATE**\*\*\*\*\*  
**No Conditions apply to this property.**

# Land Tax Clearance Certificate

Land Tax Act 2005



PRO CHOICE CONVEYANCING

**Your Reference:** 18/10544 DALEFORD BON

**Certificate No:** 23624621

**Issue Date:** 24 JUL 2018

**Enquiries:** ESYSPROD

**Land Address:** UNIT 4, 227 WELLS ROAD CHELSEA HEIGHTS VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29840356	4	447088	11612	158	\$0.00

**Vendor:** DALEFORD BOND PTY. LTD.

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
WOODLANDS INVESTMENT TRUST	2018	\$130,000	\$0.00	\$0.00	\$0.00

**Comments:**

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

**Comments:**

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: [www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$360,000

SITE VALUE: \$130,000

AMOUNT PAYABLE: \$0.00

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 23624621

**Land ID:** 29840356

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0000000000<0000000000>023624621000<023624621000>424<424>

# Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 23624621

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$130,000

Calculated as \$0 plus ( \$130,000 - \$0) multiplied by 0.000 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lyn Stafford  
3/121 Hall Road  
CARRUM DOWNS 3201

Client Reference: 18/10544 Daleford

NO PROPOSALS. As at the 24th July 2018, 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 4 227 - 239 WELLS ROAD, CHELSEA HEIGHTS 3196  
CITY OF KINGSTON

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: 24th July 2018

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 29079718 - 29079718120426 '18/10544 Daleford'**

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