

**HANS ISKOV NIELSEN**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 8/27 Cavalier Street, Doncaster East 3109**



**FIRST LEGAL &  
MIGRATION SERVICES**  
CONVEYANCERS AND IMMIGRATION LAWYERS

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Ref: CK:120398

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

# Contract of Sale of Real Estate

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

**Property address**                    **8/27 Cavalier Street, Doncaster East 3109**

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...../...../2021

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

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

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

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

..... on...../...../2021

**Print name(s) of person(s) signing:**                    **HANS ISKOV NIELSEN**

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*)

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

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 bought the property at or within 3 clear business days before or after a publicly advertised auction;

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.

- 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 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.

- 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

First National Zenith  
144 Maroondah Highway, Ringwood, VIC 3134

Email: davidv@zenithfn.com

Tel: 03 98701000      Mob: 0439 335 583      Fax:      Ref:

#### Vendor

#### HANS ISKOV NIELSEN

65 Kilvington Drive, Emerald, VIC 3782

Email:

#### Vendor's legal practitioner or conveyancer

First Legal & Migration Services Pty Ltd  
13, 200 Queen Street, Melbourne VIC 3000

Email: info@firstlegalmigration.com.au

Tel: +61 3 8648 6490      Mob: 0409 977 376      Fax: +61 3 8648 86480      Ref: CK:120398

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: .....      Mob: .....      Fax: .....      Ref: .....

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

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10350      Folio 520	8	408300Q
Volume      Folio		

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: **8/27 Cavalier Street, Doncaster East 3109**

**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; and
- 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)

**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 the last 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 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 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 in special 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 to 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) ensure payment of, the amount to the Commissioner in the manner required by the pay, or 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 the 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 of 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, conveyance 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 a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 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 insurer 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 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 – Present Condition of the Property**

The Purchaser hereby acknowledges and covenants that the Purchaser has purchased the property as a result of the Purchaser's Inspection or enquiries and inquiries. The Purchaser accepts the state of repair of the property hereby sold in its present existing condition and subject to any defects (if any) whether latent or patent. The Purchaser hereby acknowledges that the Vendors (and including any person acting on behalf of the Vendors) have not made any warranty or representation to the Purchaser as to the condition or the state of repair of the property. Any improvement or improvements on the property hereby sold (which includes any improvement or improvements on the land contained within or relating to the certificate of title) which is considered by the Purchaser or any other person in any manner or for any reason not to be in compliance with any by-law of any authority or not in compliance with any building regulation or code or other law including any statute or code or regulation made pursuant to any Act of the Parliament relating to the use of or the construction of improvements on land including the property hereby sold shall not be the subject of any requisition on the Vendors' title by the Purchaser. The Purchaser must not at any time make any requisition or enquiry or inquiry or the Vendors nor claim any compensation from the Vendors or call upon the Vendors to comply with any building law code regulation or by-law in relation to any improvement on the property hereby sold.

**Special condition 12 – Purchaser's Default**

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contract for the payment of the Balance, the Vendor will or may suffer the following 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:

7.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;

7.2 Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for payment on the Balance;

7.3 Accommodation expenses necessarily incurred by the Vendor;

7.4 Storage and transport costs of the Vendor's furniture and other possessions;

7.5 Legal costs and expenses as between the Vendor and the Vendor's legal practitioner;

7.6 Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;

7.7 A fee of \$165.00 (inclusive of GST) on each occasion to the Vendor's solicitor being the reasonable costs for re-scheduling settlement from the due date and agreed time to such alternative date and time thereafter;

7.8 A fee of \$330.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs of each default; and

7.9. A fee of \$880.00 (inclusive of GST) to the Vendor's solicitor being the reasonable costs for each and every Notice of Rescission and/or Notice of Default prepared and served under this Contract.

7.10. The Vendor and Purchaser agree and accept that the above fees and costs to the vendor are reasonably foreseeable and a direct consequential loss suffered by the vendor as a result of the purchaser's breach of the terms of this contract and any deletion or amendment to the amounts noted above shall play no relevance in the vendor's claim for recovery at settlement of its costs resultant in the purchaser's default of any provisions of this contract.

**Special condition 13 – Nomination**

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance and observance of all the purchaser's obligations under this contract and it shall be a condition precedent to such nomination that:

8.1 The named purchaser shall have the substitute or additional purchaser/s sign an acknowledgement of receipt of a copy of the Vendor's Statement and provide the statement to the Vendor's Solicitor or representative.

8.2 If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser/s shall deliver personal guarantee/s to the Vendor's representative signed by all the directors of the said incorporated body.

8.3 The purchaser and or its nominee shall pay the vendor's reasonably foreseeable legal fees in the amount of \$330.00 (inclusive of GST) on account of the nomination and the reasonably foreseeable costs incurred by the vendor by its solicitor ensuring compliance with the conditions of the nomination.

**Special condition 14 – Bank Cheques**

The Vendor may request a maximum number of ten (10) bank cheques at settlement.

**14. Amendments to General Conditions**

14.1 General Condition 5 is deleted.

14.2 General Condition 18 is deleted.

14.3 General Conditions 24.4, 24.5 and 24.6 are deleted.

14.4 General Condition 26 is amended by substituting 6% for 2%.

**Special condition 15 – Sale by Auction**

If the property is offered for sale by auction it will be offered at the Vendor's reserve price and the Rules for the conduct of the auction shall be set out in Schedule 1 of the Sale of Land Regulations 2005 or rules prescribed by regulation which modify or replace those Rules.

**☒ Special condition 16 – IN RELATION TO THE COVID-19 HEALTH EMERGENCY:  
COVID-19 (Coronavirus disease)**

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

1. For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

# General Conditions

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

## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to 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 predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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. BUILDING WARRANTY INSURANCE

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

## 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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land is sold on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is 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 adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### Transactional

##### 16. TIME

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

##### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or



(d) by email.

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

## NOTICE TO PURCHASER

Pursuant to Section 14-255 Schedule 1 of the Taxation Administration

Act 1953 (Cth) (ACT)

And

Special Condition 15B

### Purchaser GST Withholding Obligations

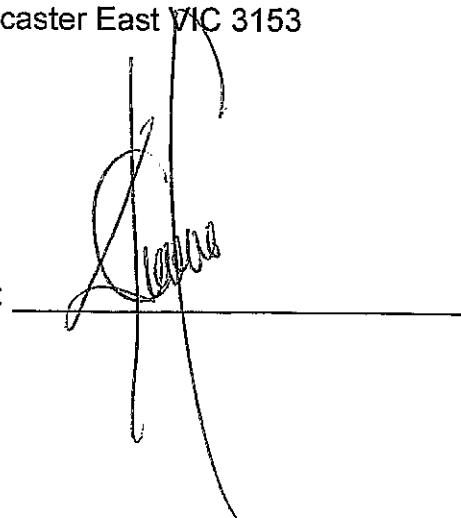
The Vendor hereby gives notice that the Vendor warrants and confirms that the Property the subject of this Contract of Sale is NOT new residential premises or potential residential land as defined in Section 14-250 of the Act and the Purchaser has no GST withholding obligations.

Vendors: Hans Iskov Nielsen

Property: 8/27 Cavalier Street Doncaster East VIC 3153

Dated: 15 February 2021

Signed by or on behalf of the vendor/supplier:

A handwritten signature in black ink, appearing to read 'Hans Iskov Nielsen', is written over a horizontal line. The signature is stylized and extends above and below the line.

## GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
  - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
  - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

**SCHEDULE**

**Vendor:**

**Purchaser:**

**The Contract:** The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property:

Certificate of Title: Volume                      Folio

**Guarantor:** Name: .....

Address: .....

Name: .....

Address: .....

**DATED:**            this            day of

**SIGNED SEALED AND DELIVERED** by the said )

Print Name ..... )

.....  
Signature of Guarantor

In the presence of: )

Signature of Witness ..... )

**SIGNED SEALED AND DELIVERED** by the said )

Print Name ..... )

.....  
Signature of Guarantor

In the presence of: )

Signature of Witness ..... )

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

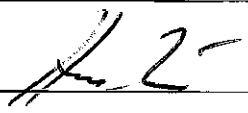
The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire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

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	8/27 Cavalier Street, Doncaster East 3109	
<b>Vendor's name</b>	Hans Iskov Nielsen	<b>Date</b> 26/02/21
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		



# 1. FINANCIAL MATTERS

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):  
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

# 2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

# 3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

**4.2 Agricultural Chemicals**

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

Nil.

**4.3 Compulsory Acquisition**

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

Nil.

**5. BUILDING PERMITS**

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

Not Applicable.

**6. OWNERS CORPORATION**

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

Applicable - Attached

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable.

**10.2 Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

Not Applicable.

### **10.3 Further Plan of Subdivision**

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

Not Applicable.

## **11. DISCLOSURE OF ENERGY INFORMATION**

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## **12. DUE DILIGENCE CHECKLIST**

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

Not Applicable.

## **13. ATTACHMENTS**

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

--



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

VOLUME 10350 FOLIO 520

Security no : 124088028716R  
Produced 10/02/2021 07:47 AM

**LAND DESCRIPTION**

Lot 8 on Plan of Subdivision 408300Q.  
PARENT TITLE Volume 08239 Folio 677  
Created by instrument PS408300Q 15/10/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
HANS ISKOV NIELSEN of 65 KILVINGTON DRIVE EMERALD VIC 3782  
AD794228N 05/08/2005

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AE880098L 06/02/2007  
SUNCORP-METWAY LTD

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

**DIAGRAM LOCATION**

SEE PS408300Q 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 8 27 CAVALIER STREET DONCASTER EAST VIC 3109

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16548H SUNCORP  
Effective from 23/02/2018

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS408300Q

DOCUMENT END



# Imaged Document Cover Sheet

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

Document Type	<b>Plan</b>
Document Identification	<b>PS408300Q</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>10/02/2021 09:47</b>

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The document is invalid if this cover sheet is removed or altered.

**Location of Land**

**Parish:** BULLEEN

**Township:** \_\_\_\_\_

**Section:** 6

**Crown Allotment:** C (PART)

**Crown Portion:** \_\_\_\_\_

**LTO Base Record:** CHART 29 BULLEEN (2264)

**Title Reference:** VOL 8239 FOL 677

**Last Plan Reference:** LP 50361 (LOT 19)

**Postal Address:** 27 CAVALIER STREET  
(at time of subdivision) DONCASTER EAST 3109

**AMG Co-ordinates** E 337 460      Zone: 55  
(of approx. centre of land in plan) N 5816 250

**Council Certification and Endorsement**

Council Name: MANNINGHAM CITY COUNCIL      Ref: 247-3583

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

2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
Date of original certification under section 6      21 / 11 / 97

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) The requirement is to be satisfied in Stage \_\_\_\_\_ prior to the issue of the soc

~~Council delegate \_\_\_\_\_~~  
~~Council seal \_\_\_\_\_~~

Date      /      /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate \_\_\_\_\_  
~~Council Seal \_\_\_\_\_~~

Date      15 / 8 / 97

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

**Notations**

**Staging**      This ~~is~~ is not a staged subdivision  
Planning Permit No. 8715

**Depth Limitation**  
DOES NOT APPLY

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
MEDIAN: BOUNDARIES MARKED 'M'  
EXTERIOR FACE: ALL OTHER BOUNDARIES.

**Survey**      This plan ~~is~~ is not based on survey  
This survey has been connected to permanent marks no(s) 103, MMB 3084  
In Proclaimed Survey Area No. \_\_\_\_\_

**Easement Information**

**Legend:**      E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance  
                  A - Appurtenant Easement                                      R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP 50361	LOTS ON LP 50361
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER LTD

**LTO use only**

Statement of Compliance/  
Exemption Statement

Received     

Date      14 / 10 / 97

**LTO use only**

PLAN REGISTERED  
TIME 10:40 AM  
DATE 15 / 10 / 97

*DD*  
Assistant Registrar of Titles

Sheet 1 of 3 Sheets

**CARSON SIMPSON PTY LTD**  
land & engineering surveyors  
planning & development consultants

P.O. BOX 219, BOX HILL, VIC. 3128  
PH (03) 9898.0761 FAX (03) 9890.4173

LICENSED SURVEYOR (PRINT) **CLIFF C CARSON**

SIGNATURE..... DATE 8 / 8 / 97

REF B 2743                                      VERSION 02

DATE 13 / 8 / 97

COUNCIL DELEGATE SIGNATURE

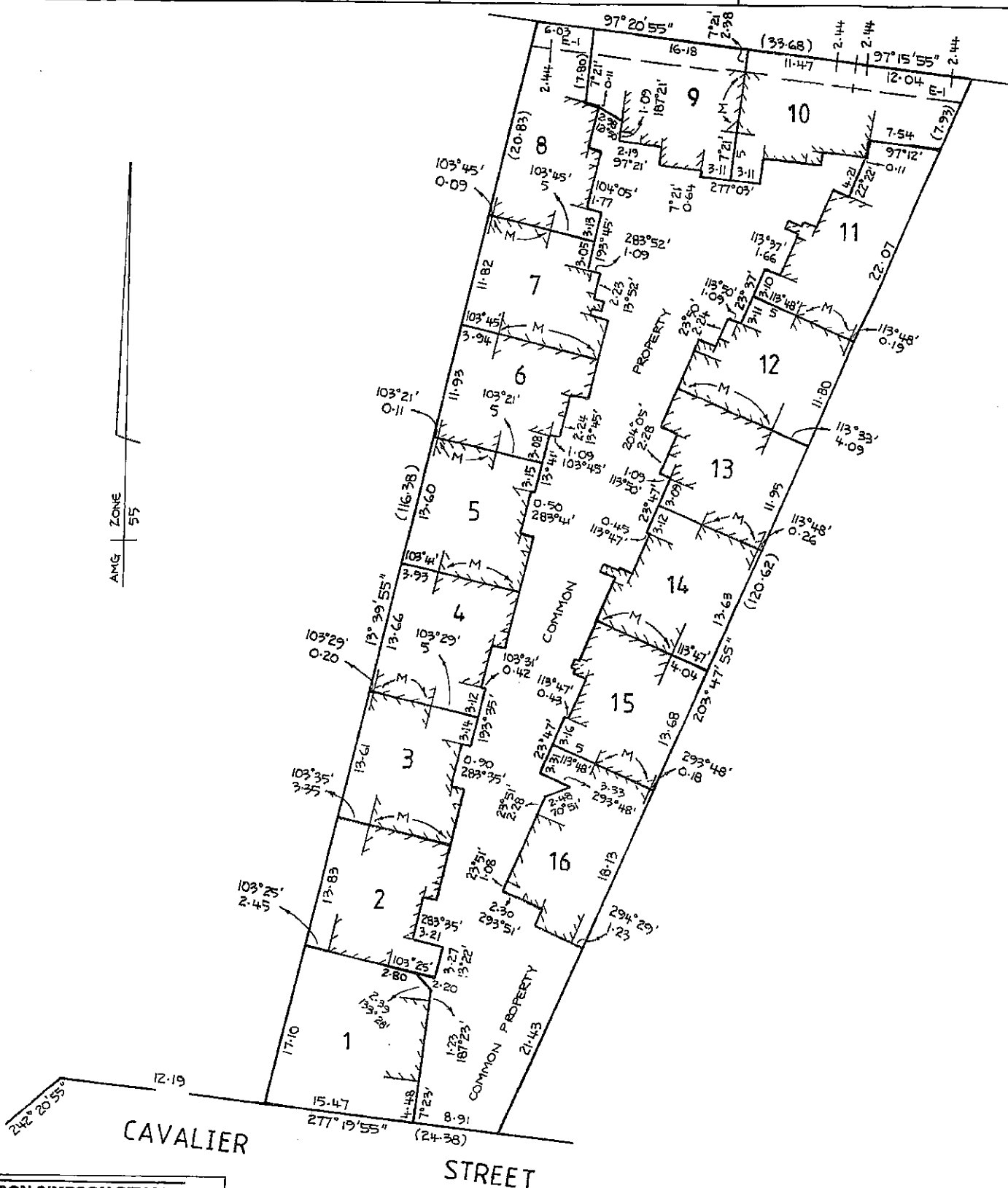
Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

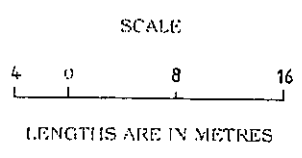
**PS 408 300 Q**



**CARSON SIMPSON PTY LTD**  
land & engineering surveyors  
planning & development consultants

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PH (03) 9898.0761 FAX (03) 9890.4173

ORIGINAL  
SCALE SHEET  
1:400 SIZE  
A3



LICENSED SURVEYOR (PRINT) **CLIFF C. CARSON**  
SIGNATURE..... DATE / /  
REF **B 2743** VERSION **02**

Sheet 2 of 3 sheets  
DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

717070

**APPLICANT'S NAME & ADDRESS**

CHRIS KARAMANOLIS C/- GXS  
MELBOURNE

**VENDOR**

NIELSEN, HANS ISKOV

**PURCHASER**

TBA, TBA TBA

**REFERENCE**

120397

This certificate is issued for:

LOT 8 PLAN PS408300 ALSO KNOWN AS 8/27 CAVALIER STREET DONCASTER EAST  
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

10 February 2021

Hon. Richard Wynne MP  
Minister for Planning

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

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

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

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606



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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

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





YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

10th February 2021

Chris Karamanolis C/- GXS  
LANDATA

Dear Chris Karamanolis C/- GXS,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	8/27 CAVALIER STREET DONCASTER EAST 3109
<b>Applicant</b>	Chris Karamanolis C/- GXS LANDATA
<b>Information Statement</b>	30580194
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	120397

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

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

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### Yarra Valley Water Property Information Statement

Property Address	8/27 CAVALIER STREET DONCASTER EAST 3109
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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

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



YARRA VALLEY WATER  
ABN 93 055 982 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

### **Melbourne Water Property Information Statement**

Property Address	8/27 CAVALIER STREET DONCASTER EAST 3109
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

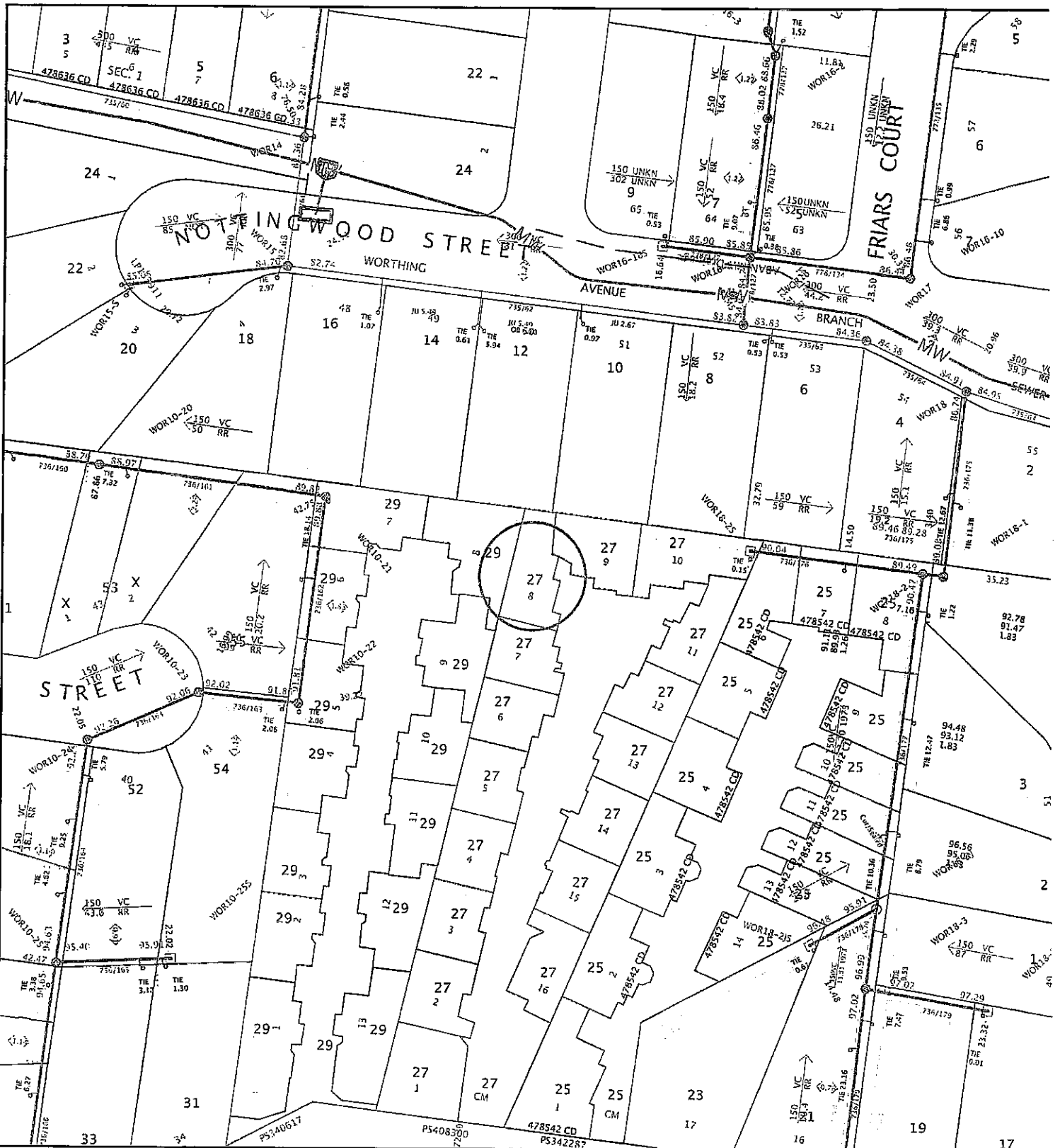
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30580194**

Address	8/27 CAVALIER STREET DONCASTER EAST 3109
Date	10/02/2021
Scale	1:1000

**Yarra Valley Water**  
ABN 93 066 902 501

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

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



YARRA VALLEY WATER  
ABN 93 068 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Chris Karamanolis C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 1222320000  
Rate Certificate No: 30580194

Date of Issue: 10/02/2021  
Your Ref: 120397

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 8/27 CAVALIER ST, DONCASTER EAST VIC 3109	8\PS408300	1548580	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	\$19.26	\$19.26
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	15-01-2021 to 28-01-2021	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	\$113.00	\$113.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	15-01-2021 to 28-01-2021	\$0.00	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-01-2021 to 31-03-2021	\$25.72	\$25.72

**Other Charges:**

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$157.98

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
27 CAVALIER ST, DONCASTER EAST VIC 3109	CM\PS408300	1318230	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Step 1 - 31.000000kL x \$2.64460000 = \$81.98 Estimated Average Daily Usage \$0.82	20-10-2020 to 28-01-2021	\$81.98	\$0.00

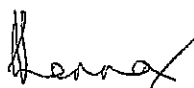
**Other Charges:**

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

**Total Due** \$157.98

**IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS**

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



**GENERAL MANAGER  
RETAIL SERVICES**

---

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER  
ABN 83 056 502 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Property No: 1548580

Address: UNIT 8/27 CAVALIER ST, DONCASTER EAST VIC 3109

Water Information Statement Number: 30580194

**HOW TO PAY**



Bill Code: 314567  
Ref: 12223200008



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

Amount Paid

Date Paid

Receipt Number

Please Note: BPAY is available for individual property settlements.

**PROPERTY SETTLEMENT REMITTANCE ADVICE**

Property No: 1548580

Address: UNIT 8/27 CAVALIER ST, DONCASTER EAST VIC 3109

Water Information Statement Number: 30580194

Cheque Amount: \$



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AD794228N</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>10/02/2021 09:47</b>

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\$10 m/A. Fee Paid.

APPLICATION BY  
SURVIVING PROPRIETOR

Section 50 Transfer of Land Act 1958  
Lodged by:

Name: ALAN J MUNT  
Phone: 5968 3777  
Address: 347 Main Street  
Emerald



AD794228N  
05/08/2005 \$71.60 50  
Barcode  
Victorian Land Registry

MADE AVAILABLE / CHANGE CONTROL  
c/t to ISSUE to ST. GEORGE  
Office Use Only BANK LTD.

Ref:  
Customer Code: 4406 W. / X S/ Dec.

(12416X)

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

Land: (title, mortgage, charge or lease)  
Certificate of Title Volume 10350 Folio 520

Applicant: (full name and address including postcode)  
HANS ISKOV NIELSEN 65 Kilvington Drive, Emerald 3782

Deceased: (full name)  
JYTTE MARIE NIELSEN

Dated: 15-6-05

Signature of applicant

*[Handwritten Signature]*

or

Signature of a Current  
Practitioner under the  
Legal Practice Act 1996  
for the applicant

.....



Approval No: 2183038A

ORDER TO REGISTER  
Please register and issue title to

ASP

St George Bank Ltd



Signed *[Signature]* Cust. Code: 12416X

\* Law Perfect Pty Ltd

5 AUG 2005

THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AE880098L</b>
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# MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958

Lodged by: SUNCORP-METWAY LTD

Name: Espron Property Services Pty Ltd

Phone: 03 9670 3422

Address: GPO Box 1884 Melbourne

Ref: SUNCORP-METWAY Ltd Nielsen

Customer Code 12225F



**AE880098L**  
 06/02/2007 \$75 74  
 This information registers and indexes in the Victorian Land Registry.

**MADE AVAILABLE/CHANGE CONTROL**  
 Office Use Only

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this mortgage. This mortgage is given in consideration of and to better secure the principal sum lent or agreed to be lent to the mortgagor by the mortgagee.

Land: (volume and folio reference)

Volume 10350 Folio 520

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

THE MORTGAGOR'S ESTATE AND INTEREST IN FEE SIMPLE

Mortgagor: (full name)

Hans Iskov Nielsen

Mortgagee: (full name and address including postcode)

SUNCORP-METWAY Ltd ABN 66 010 831 722 of Level 1, Suncorp Metway Plaza, Cnr Turbot & Albert Streets, Brisbane, Queensland 4000

Principal Sum:

All moneys which comprise the "Moneys Secured" (as defined in Memorandum of Common Provisions No. AA893)

How and when principal sum is to be repaid:

The Mortgagor shall pay the principal sum in the manner provided in Memorandum of Common Provisions No. AA893.

Rate of Interest and how payable:

The Mortgagor shall pay to the Mortgagee interest on the principal sum at the rate and in the manner provided in Memorandum of Common Provisions No. AA893.

Date of this Mortgage: 21/12/06

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in Number AA893 are incorporated in this mortgage.

Continued on M1A Page 2

Approval No. 485063A ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

# M1A



Signed: Cust. Code:

**AE880098L**

06/02/2007 \$75 74



COVENANTS

The Mortgagor covenants with the mortgagee as follows:-

1. To pay the principal sum in the manner and at the times specified.
2. To pay the mortgagee so long as the principal sum or any part shall remain unpaid interest on the sum or on so much as for the time being remains unpaid at the rate and in the manner and at the specified time.  
However, where no interest is payable on the moneys secured the covenants relating to interest implied by Section 75(a) of the Transfer of Land Act 1958 are expressly excluded.
3. Any reference to "Bank" in Memorandum of Common Provisions No. AA893 should be read as though it refers to SUNCORP-METWAY Ltd ABN 66 010 831 722.

Execution and attestation:

SIGNED, SEALED AND DELIVERED by the said Hans Iskov Nielsen as Mortgagor in the presence of:

X.....  
*[Signature]*

.....  
*L Palmer*

Witness

---

Approval No. 485063A

**M1A** Page 2



**THE BACK OF THIS FORM MUST NOT BE USED**  
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

PS408300Q

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: 10/02/2021 09:47:36 AM

**OWNERS CORPORATION  
PLAN NO. PS408300Q**

The land in PS408300Q is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 16.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
27 CAVALIER STREET DONCASTER EAST VIC 3109  
  
PS408300Q 15/10/1997

**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	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 10/02/2021 09:47:36 AM

**OWNERS CORPORATION  
PLAN NO. PS408300Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
<b>Total</b>	<b>160.00</b>	<b>160.00</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.



# Property Clearance Certificate

## Taxation Administration Act 1997



CHRIS KARAMANOLIS

**Your Reference:** LD:45308850-011-3.120397

**Certificate No:** 42327979

**Issue Date:** 10 FEB 2021

**Enquiries:** ESYSPROD

**Land Address:** UNIT 8, 27 CAVALIER STREET DONCASTER EAST VIC 3109

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26098544	8	408300	10350	520	\$0.00

**Vendor:** HANS ISKOV NIELSEN

**Purchaser:** TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR HANS ISKOV NIELSEN	2021	\$330,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

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.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	<b>\$630,000</b>
<b>SITE VALUE:</b>	<b>\$330,000</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

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

Certificate No: 42327979

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$435.00


Taxable Value = \$330,000

Calculated as \$275 plus ( \$330,000 - \$250,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

<b>BPAY</b> 	Billier Code: 5249 Ref: 42327979
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 42327979
<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies. <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

## LAND INFORMATION CERTIFICATE

### Section 229 of the Local Government Act 1989

This Certificate provides information regarding valuation, rates, fire services property levies, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Fire Services Property Levies Act 2012 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Landata**  
**L1 Casselden Place**  
**2 Lonsdale Street**  
**MELBOURNE VIC 3000**

Issue Date: **10/02/2021**

Customer Reference: **120397**

Certificate No: **LICe21/02053**

Agent Reference: **45308850-015-1**

Property ID: **500121**

Property Location: **8/27 Cavalier Street DONCASTER EAST VIC 3109**

Property Description: **Lot 8 PS 408300Q Vol 10350 Fol 520**

Site Value: **\$330000**

Capital Improved Value: **\$630000**

Net Annual Value: **\$31500**

Level of Valuation: **01-01-2020**

Effective Date of Valuation: **01-07-2020**

Rates are levied on the Capital Improved Value.

Rate in the \$: **0.00164164**

### RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2021

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	\$0.00	
General Rates	\$1,034.20	
Fire Services Levy	\$147.00	
Standard Waste Service	\$263.50	
Payments	\$-724.70	
<b>Rates &amp; Charges Balance</b>		\$720.00
<b>Total Balance Outstanding</b>		\$720.00

Rate Balance Update: Online: <https://www.manningham.vic.gov.au/rates-balance>

For the most up to date balance, please check online after 11am.

Please contact Manningham Council on 9840 9333 to obtain an update if any of the following apply:

Arrears owing, other charges owing besides Rates (ie. Special Rates, Fire Hazard etc), pending subdivision.

**PLEASE NOTE:** In accordance with Section 175(1), Local Government Act 1989, the owner MUST PAY all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

BPay payment details are provided on page 2 of certificate.

Property Address: 8/27 Cavalier Street DONCASTER EAST VIC 3109

Property ID: 500121

Certificate No.: LICe21/02053

**ADDITIONAL INFORMATION**

**Flood Level Information**

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

**Other**

**THIS PROPERTY IS SCHEDULED FOR A MONTHLY DIRECT DEBIT INSTALMENT ON 15/02/2021.**

**PLEASE INSTRUCT VENDOR TO CANCEL DIRECT DEBIT PRIOR TO SETTLEMENT.**

Single Strata Unit/Villa Unit/Townhouse

**Important Notes:**

1. This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2020 to 30/06/2021 on 28 July 2020.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levies or charges (including interest) which are due and payable:
  - Instalments due by: 30/09/2020; 30/11/2020; 28/02/2021; 31/05/2021.

For further information, please contact Council's Rates Office on ☎ (03) 9840 9333


Receipt for the sum of \$27.00 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 1989.



*Authorised Officer*

**Payment details:**

	<b>Biller Code: 1099</b> <b>Ref: 1005001219</b>
<b>Telephone &amp; Internet Banking – BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

# OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

## Owners Corporation 1 Plan No. 408300Q

Address: 27 Cavalier Street, Doncaster East 3109

This certificate is issued for Lot 8 on Plan of Subdivision No. 408300Q

Postal address is

C/- Hallmarc Asset Management Pty Ltd

Level 14, 257 Collins Street, Melbourne Vic, 3000

Members name: **Hans Nielson**

1. The current annual fees (issued quarterly) for the lot are: **\$1,260.00 (inclusive of GST) for 2020/2021.**
2. The date to which the fees for the lot have been paid up to is: **31 December 2020.**
3. The total of any unpaid fees or charges for the lot are: **\$315.00 (inclusive of GST). This amount corresponds to the quarter 1/1-31/3/2021.**
4. Special fees or levies which have been struck, and the dates on which they were struck and are payable are: **Nil.**
5. Repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special fees are: **Nil.**
6. The Owners Corporation has the following insurance cover:
  - (a) Insurance Company : **CHU Underwriting Agencies Pty Ltd**
  - (b) Policy Number : **36107**
  - (c) Kind of Policy : **Strata Title Insurance**
  - (d) Building/s Covered : **16 Units, 27 Cavalier Street, Doncaster East**
  - (e) Building Amount: : **\$3,200,000**
  - (f) Public Liability : **\$20,000,000**
  - (g) Renewal Date : **30 September 2021**
7. Has the Owners Corporation resolved that the Members may arrange their own insurance under section 63 of the Act? **No**
8. The Total Funds held by the Owners Corporation:  
Per the Statement of Financial Position at the end of the last financial year being **30 June 2020**
  - o Administrative Fund **\$5,636.50**
  - o Maintenance Fund **\$15,572.57**
9. Are there any liabilities and contingent liabilities of the Owners Corporation that are not covered by annual fees and special levies as set out above? If so, then provide details: **Nil.**
10. Are there any current contracts, leases, licences or agreements affecting the common property: **Yes, see attached license.**
11. Are there any current agreements to provide services to lot owners, occupiers or the public? **Other than those covered by annual fees, Nil.**
12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? **None, to the Managers knowledge.**

13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? **None, to the Managers knowledge.**
14. The Owners Corporation has appointed a Manager: Hallmarc Asset Management Pty Ltd, Level 14, 257 Collins Street, Vic, Melbourne, 3000.
15. Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **The Manager is not aware of any proposal to appoint an Administrator as at the date of this certificate.**
16. The following documents are attached to this Owners Corporation Certificate:
- o A copy of the most recent Annual General Meeting Minutes
  - o A copy of the Rules registered at Land Victoria
  - o A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17. **IMPORTANT:**  
You can inspect the Owners Corporations Register for additional information and you should obtain a new certificate for current information prior to settlement.  
Please make your request to inspect the Owners Corporation Register in writing to:  
Hallmarc Asset Management Pty Ltd, Level 14, 257 Collins Street, Melbourne, Vic 3000.

This certificate is issued on the following basis:

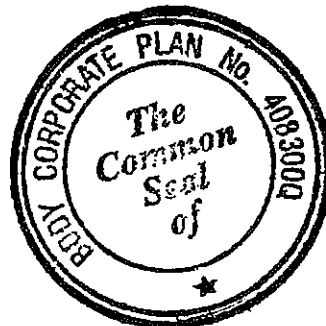
- (i) The information contained in this Certificate is correct to the best of the Managers knowledge at the date of this Certificate.
- (ii) The information is subject to change without notice.

The Common Seal of Owners Corporation Plan No: **408300Q** was affixed and witnessed by and in the presence of the registered manager.

..... (signature)

Sereena Turner  
Hallmarc Asset Management Pty Ltd  
Level 14, 257 Collins Street, Melbourne VIC 3000  
as delegate of the Owners Corporation 1  
Plan No. 408300Q

Dated this the **22<sup>nd</sup> February 2021**



# MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION 408300Q  
27 CAVALIER STREET DONCASTER EAST

Held via Zoom  
Meeting ID: 838 1498 8485  
Password: 509719

Date: 24<sup>th</sup> August 2020

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**Meeting Commenced:** 18.04

**Present:**

Ruth Gilmour	(Unit 4 & 7)
Hilda Dursun	(Unit 5)
Ailsa Radford	(Unit 6)
Matthew Bennett	(Unit 11)
Sereena Turner	(Hallmarc Asset Management Pty Ltd)
Traeh Cairns	(Hallmarc Asset Management Pty Ltd)

**Proxy Forms Held:**

Joseph Italiano	(Unit 2 & 16)
Alybri Investments Pty Ltd	(Units 12 & 15)

**In favour of:**

Sereena Turner  
Sereena Turner

**Quorum:**

A quorum was declared, with over 50% of Lot Members represented.

**1.0 Appointment of Chairperson:**

Sereena Turner was appointed to Chair the meeting.

**2.0 Apologies:**

Nil

**3.0 Confirmation of Minutes:**

RESOLVED to accept previous meetings Minutes.

**4.0 Review of Financial Summaries:**

**4.1** RESOLVED to adopt the Annual Financial Statements for the year 1 July 2019 to 30 June 2020 (attached) including the following:

- Balance Sheet
- Income and Expenditure Statement – Administrative Fund
- Income and Expenditure Statement – Maintenance Fund

Management noted the following:

- Levies in Advance – Members who have paid their fees prior to the due date.
- \$10,500 was income received from Members for the last payment of the driveway Special Levy. This was transferred from the Administrative Fund to the Maintenance Fund.

- Garden/Lawn Maintenance
  - Over budget as a result of all 26 visits being undertaken in 2019/2020.
  - The Gardener only charges when he attends the property and usually averages 24 to 26 visits per year. Additional visits were required in 2019/2020.
- Minor Building Maintenance includes the following expenses:
  - Replacement of common lighting globes and electrical repairs.
  - Supply and installation of a new 5km speed limit sign.
  - Changeover of lawn to a garden bed at the front of estate.
- All other expenses are in line with or slightly under budget.
- Maintenance Fund includes the following expenses:
  - External painting of all units
  - Supply and install of roof finials
  - Pressure wash of driveway court bowl.
  - Repairs to brick pavers in common areas.

#### 4.2 Budget for the year 1 July 2020 to 30 June 2021.

Management tabled the budget and the following was noted:

- Proposed budget includes no fee increase for 2020/2021.
- Garden/Lawn Maintenance:
  - Increased to allow for 25 visits per year.
  - The gardener has not increased his gardening maintenance fees per visit since 2016 and had planned on doing so for 2020/2021. He has since agreed not to increase these fees to assist Members. The fee increase will likely occur in the following year.
- Management Fees – Hallmarc have agreed to keep their Management fee the same due to COVID-19, as opposed to increasing this by 3% as per the contract to assist Members in the current times.
- Water has been increased slightly to due to expected increases, as seen in 2019/2020.

Members enquired as to what items might arise for Minor Building Maintenance during the year. Management confirmed that this is an allowance for unexpected works and or times which cannot be budgeted for including but not limited to, common lighting works (globe replacement, electrical repairs) and other general repairs within the common property. The expenditure can vary from year to year depending on what may be required.

RESOLVED to adopt the Budget (attached) for the year 1 July 2020 to 30 June 2021.

#### 4.3 Maintenance Fund Plan – Annual Review

The Maintenance Fund Plan (updated version attached) was discussed per the below.

##### Paver/pathway repairs

Management proposed approving an allowance of \$1,500 for any repairs, and replacement to or releveling of the brick pathways and end court bowl in the instance these may be required before the next Annual General Meeting.

RESOLVED to allocate \$1,500 for paver works, to be expensed through the Maintenance Fund.

##### Landscaping

Management tabled the below quotes from Nandina Landscapes:

- An estimation of \$3,000 for new plants/small upgrade.
- \$300 to top dress lawns.
- \$3,500 re-mulching of garden beds.
- \$750 installation of timber edging around common garden beds. Following discussion at the 2019 AGM and a Members request, Management advised that alternatives to timber edging had been investigated, the below was noted following discussion with the gardener:



- Plastic – Would be difficult to install throughout the estate as it cannot be laid effectively around the garden beds.
- Metal – Would be significantly more expensive as it would involve welding.
- Some Members noted that they were unaware of any timber edging throughout the estate, Management confirmed this was due to the fact that it had worn away over time and had not been replaced since.
- The edging would be installed where the lawns meets the garden beds in addition to any other garden beds whereby mulch is needed to be kept in place.

RESOLVED to proceed with an allowance of \$5,000 for a small garden bed upgrade, to prioritise mulching, timber edging and a tidy. To review the necessity for new plants, where required only. All works to be expensed from the Maintenance Fund.

AGREED for any further landscaping works to be reviewed at the 2021 AGM.

#### **4.4 Details of Insurance**

The following current insurance details were noted:

Broker:	Alliance Insurance Broking Services 119 Salmon Street Port Melbourne VIC 3207
Insured	BCSP 408300Q
Class:	Strata Title Insurance
Policy Number:	36107
Insurer:	CHU Underwriting Agencies Pty Ltd
Policy Period:	30/09/2019 – 30/09/2020
Building of Units:	\$3,200,000
Public Liability Cover:	\$20,000,000
Excess:	\$500

Management noted the insurance is currently being reviewed and will be renewed on 30<sup>th</sup> September 2020.

#### **4.5 Penalty Interest**

The Owners Corporation has the option to charge interest on money owed by a member to the Owners Corporation after the due date for fees and charges and interest will be set at the maximum rate fixed in accordance with the Penalty Interest Rates Act 1983, such interest is to apply from the due date.

All legal fees that are incurred by the Owners Corporation, will be back-charged to the relevant lot Owner. This includes charges as a result of fee recovery and any legal action that may be taken against a lot Owner.

#### **5.0 Consideration of Managers Report**

The Managers Report was discussed (attached).

#### **6.0 Appointment of Committee**

The following were appointed to the Committee:

Ailsa Radford	(Unit 6)
Sereena Turner	(Unit 2 – Joseph Italiano)

#### **7.0 Other Business**

### Parking

Members noted that parking congestion was occurring in the end court bowl of the driveway. Concerns were raised that many of the units had multiple vehicles which were parked in a manner that obstructed entry and exit for neighbouring units.

AGREED for Management to proceed per the following:

- Issue general correspondence regarding parking to all residents.
- Members and Management to monitor the parking and any ongoing incidents to be reported to Management to liaise directly with those responsible.

### Gutter cleaning

Following a request from a Member at the 2019 AGM, Management tabled quotes for cleaning of all unit gutters at the estate. The below was discussed and noted by Management:

- The quotes received range from \$1,900 to \$2,400 for all 16 units.
- This matter was raised due to Members concerns that a few units were not cleaning their gutters, which led to excess water travelling across to neighbouring properties.
- Gutter cleaning could be included in future budgets, if Members preferred, however currently this is the residents/Owners responsibility to complete.
- A letter is issued by Management to all Owners and Property Managers each year prior to Summer storm season requesting that all gutters be reviewed and cleaned, where required.
- Members reported that unit 7 gutters had been observed to have overgrowth and require cleaning.

AGREED not to include gutter cleaning in the Owners Corporation budget at this time. To instead to proceed per the below:

- Management to continue to issue annual correspondence regarding gutter cleaning.
- Members to report any units whereby gutters are not being maintained to Management, to follow up with the relevant Owner and/or Property Manager.

### Driveway – End court bowl

Matthew (unit 11) enquired as to whether the end court bowl of the common driveway could be replaced with asphalt to be in line with the rest of the driveway.

The below was discussed and noted by Management:

- A quote was tabled by Management from Super Sealing Pty Ltd of \$13,950 (excluding GST) to replace the end court bowl with asphalt.
- Matthew raised concerns as to obtaining Members future approval for this work, when it does not impact on all Owners. Management confirmed that if the Owners Corporation is spending money to repair this area or Members are concerned regarding the overall aesthetics or value of the estate, then the replacement with asphalt may be in the interest of all Members/Owners Corporation since all currently contribute fees towards such repairs.
- A Member enquired as to why this area was not completed with the rest of the driveway, the below was confirmed by Management:
  - The option to replace the entire driveway was noted on the original Postal Ballot, however the final vote by Members was to exclude the end court bowl.
  - To keep the original aesthetics of the estate as concerns had been raised that replacing all areas with asphalt would change the overall appearance of the estate.
  - The driveway area that was replaced was done so due to the below:
    - o Many areas could no longer be properly repaired.
    - o The driveway was a major safety concern and had potential trip hazards.
    - o It was more cost effective to replace the driveway as expenditure on and necessity for repairs was increasing in frequency and cost over time.
  - At the time of the driveway replacement, very few repairs had been completed on the end court bowl over the past 20 years.
  - Management had undertaken investigation and discussion with multiple tradesmen and it was determined that only minor repairs were required to the court bowl.

Members agreed not to proceed with the quote at this time.

AGREED to proceed per the below in regards to the end court bowl of the driveway:

- Monitor and record all ongoing costs for paver maintenance to the end court bowl beginning from the 2019/2020 year in order to obtain information on the associated expenditure and how often such repairs are needed.
- Undertake regular inspections for any necessary repairs or replacement of brick pavers.
- Review and reconsider replacement of the end court bowl with asphalt in a few years' time, once sufficient funds are available in the Maintenance Fund, to reduce the need for a second Special Levy to be raised.
- Consider increasing the Maintenance Fund contribution at future AGM's to replenish funds and assist with this work.

Driveway – other

Management confirmed the following in regards to additional matters raised by some Members:

- Management is currently in discussion with Super Sealing Pty Ltd Management regarding the small areas on the main driveway which require repairs following damages sustained by unknown vehicles/truck soon after the driveway replacement.
- A product is currently being tested on some of the damaged areas and an improvement has been observed. The tradesmen advised that as the driveway becomes more worn in, these areas may appear less noticeable. Management is undertaking regular inspections with the tradesmen of these areas, including unit 5 which had been reported to be an issue previously.
- Some of the pavers at the end court bowl which were pressure washed as part of the driveway works were not completed to a high standard and appeared patchy. Management advised this could be as a result of some of those individual pavers being newer than others (as some had been replaced in previous years) in addition to the pavers not being washed previously. It was noted by some Members that it was likely a combination of this and the effort by the trades.
- The asphalt was re-laid between unit 13 and 14 due to strip drains being installed outside of the garages, at the request of those individual owners. These works were paid for by the Lot Owners.

Other items

Management confirmed the below information, following Members requests:

- All internal and external maintenance to the units are the Owners responsibility Management can assist in providing contacts for suitable tradesman, where required or requested.
- If Members believe unit repairs are due to an incident/event that has caused the damage, they have the option to lodge an insurance claim under the building insurance.

Management thanked all Members in attendance for their time and feedback.

There being no further business, the meeting closed at 19:06.

Confirmed as a true and correct record of the meeting.

Signed by the Chairperson .....  .....

Dated ...25.../...08.../...2020.....

# ANNUAL FINANCIAL STATEMENTS

For the period 1 July 2019 to 30 June 2020

Prepared For

Cavalier Street

Plan No. 408300Q

27 Cavalier Street  
Doncaster East VIC  
VIC 3108

**Manager**

Sereena Turner  
Hallmarc Asset Management Pty Ltd

**Printed**

30 July 2020

# Balance Sheet

# Administrative & Maintenance Fund

Owners Corporation for Plan No. 408300Q  
27 Cavalier Street Doncaster East VIC VIC 3108

As at 30th June 2020  
ABN/ACN 87 105 648 779

## Assets

2020

Cash		20,766.33
Investment Account	Note 7	2,017.74
<b>Total Assets</b>		<b>\$ 22,784.07</b>

## Liabilities

Levies in Advance	Note 8	1,575.00
<b>Total Liabilities</b>		<b>\$ 1,575.00</b>
<b>Net Assets</b>		<b>\$ 21,209.07</b>

## Equity

Administrative Fund		5,636.50
Maintenance Fund		15,572.57
<b>Total Equity</b>		<b>\$ 21,209.07</b>

# Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 408300Q

1 July 2019 to 30 June 2020

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

<b>Income</b>	<b>Budget</b>	<b>Actuals</b>
Contributions	0.00	(10,500.00)
Levies - normal	17,760.00	17,760.00
Levies - special	0.00	10,500.00
Sundry Expenditure	0.00	1,800.00
	<b>17,760.00</b>	<b>19,560.00</b>

<b>Expenditure</b>	<b>Budget</b>	<b>Actuals</b>
Administrative Fees & Charges	224.00	228.80
Bank Fees & Charges - account keeping fees	30.00	10.20
Electricity	640.00	479.24
Garden/Lawn Maintenance	6,100.00	6,552.00
Insurance Premiums	4,260.00	4,260.18
Internal Transfer	0.00	1,500.00
Minor Building Maintenance	1,082.00	3,090.45
Strata Manager - management fees	5,224.00	5,224.00
Water	200.00	162.16
	<b>17,760.00</b>	<b>21,507.03</b>

## Summary

Opening Administrative Fund Balance as at 1 July 2019	7,583.53
Total Administrative Fund Revenue during period	19,560.00
Total Administrative Fund Expenditure during period	(21,507.03)
<b>Total Administrative Fund balance as at 30 June 2020</b>	<b>\$ 5,636.50</b>

# Income and Expenditure Statement

## Maintenance Fund

Owners Corporation for Plan No. 408300Q

1 July 2019 to 30 June 2020

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

### Income

	Budget	Actuals
Contributions	0.00	10,500.00
Levies - normal	2,400.00	2,400.00
Internal Transfer	0.00	1,500.00
Investment Transactions - interest received	0.00	0.01
	<b>2,400.00</b>	<b>14,400.01</b>

### Expenditure

	Budget	Actuals
Minor Building Maintenance	0.00	24,518.00
	<b>0.00</b>	<b>24,518.00</b>

### Summary

Opening Maintenance Fund Balance as at 1 July 2019	23,655.07
Opening Investment Fund Balance as at 1 July 2019	2,035.49
	<b>25,690.56</b>
Total Maintenance Fund Revenue during period	14,400.01
Total Maintenance Fund Expenditure during period	(24,518.00)
Closing Maintenance Fund Balance as at 30 June 2020	13,554.83
Closing Investment Fund Balance as at 30 June 2020	2,017.74
<b>Total Maintenance Fund balance as at 30 June 2020</b>	<b>\$ 15,572.57</b>

# Notes To Financial Statements

Owners Corporation for Plan No. 408300Q

27 Cavalier Street Doncaster East VIC VIC 3108

ABN/ACN 87 105 648 779

## Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

## Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

## Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

## Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

## Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

## Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

## Note 7 Investment Account

Detail	Amount
Cash Management Account	2017.74
	<b>\$ 2,017.74</b>

## Note 8 Levies in Advance - also see note 2

Detail	Amount
Lot: 1 Unit: 1	315.00
Lot: 5 Unit: 5	315.00
Lot: 9 Unit: 9	315.00
Lot: 10 Unit: 10	315.00
Lot: 13 Unit: 13	315.00
	<b>\$ 1,575.00</b>

These notes ( other than notes added by the owners corporation manager ) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd ( www.mystrata.com ). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.



# Proposed Annual Budget

Administrative Fund

Owners Corporation for Plan No. 408300Q  
27 Cavalier Street Doncaster East VIC VIC 3108

1 July 2020 to 30 June 2021

<b>Expenditure</b>		<b>Budget</b>
		<b>07/20 - 06/21</b>
Administrative Fees & Charges		228.00
Bank Fees & Charges - account keeping fees		15.00
Electricity		530.00
Garden/Lawn Maintenance		6,300.00
Insurance Premiums		4,510.00
Minor Building Maintenance		733.00
Strata Manager - management fees		5,224.00
Water		220.00
<b>Total Administrative Fund Expenditure</b>		<b>17,760.00</b>
<hr/>		
<b>Administrative Fund Summary</b>		<b>Budget</b>
		<b>07/20 - 06/21</b>
Opening balance	0.00	
Expenditure during budget period	17,760.00	
	<hr/>	
	<b>17,760.00</b>	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
		<b>Per Ent</b>
<b>Budgeted levies to be raised \$</b>	<b>17,760.00</b>	<b>111.0000</b>

Total Lot Liability 160

\*May include insurance contributions

# Proposed Annual Budget

## Maintenance Fund

Owners Corporation for Plan No. 408300Q  
27 Cavalier Street Doncaster East VIC VIC 3108

1 July 2020 to 30 June 2021

### Expenditure

Budget  
07/20 - 06/21

Total Maintenance Fund Expenditure

-  
-

### Maintenance Fund Summary

Budget  
07/20 - 06/21

Opening balance	0.00	
Expenditure during budget period	0.00	
	<u>0.00</u>	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	2,400.00	
	<u>2,400.00</u>	
<b>Budgeted levies to be raised \$</b>	<b>2,400.00</b>	<b>Per Ent 15.0000</b>
Total Lot Liability	160	

1 July 2020 to 30 June 2021

Owners Corporation for Plan No. 408300Q

27 Cavalier Street Doncaster East VIC VIC 3108

Proposed Levy Period Start 01/07/2020  
 Levy Period Duration 12 month(s)  
 No. of Instalment(s): 4  
 GSI NO

<u>TOTAL LEVIES</u>	Per Period	Per Year	<u>TOTAL LIABILITIES</u>	Per Period	Per Year
Admin Fund	4,440.00	17,760.00	Admin Fund	27,7500	111,0000
Maint Fund	600.00	2,400.00	Maint Fund	3,7500	15,0000
Total Contribution	5,040.00	20,160.00	Total Per Lot Liability	31,5000	126,0000

Lot No.	Unit No.	Lot Liability	Lot Entitlement	Yearly Levy (Estimates Only)		
				Administrative Fund	Maintenance Fund	Total
1	1	10	10	1,110.00	150.00	1,260.00
2	2	10	10	1,110.00	150.00	1,260.00
3	3	10	10	1,110.00	150.00	1,260.00
4	4	10	10	1,110.00	150.00	1,260.00
5	5	10	10	1,110.00	150.00	1,260.00
6	6	10	10	1,110.00	150.00	1,260.00
7	7	10	10	1,110.00	150.00	1,260.00
8	8	10	10	1,110.00	150.00	1,260.00
9	9	10	10	1,110.00	150.00	1,260.00
10	10	10	10	1,110.00	150.00	1,260.00
11	11	10	10	1,110.00	150.00	1,260.00
12	12	10	10	1,110.00	150.00	1,260.00
13	13	10	10	1,110.00	150.00	1,260.00
14	14	10	10	1,110.00	150.00	1,260.00
15	15	10	10	1,110.00	150.00	1,260.00
16	16	10	10	1,110.00	150.00	1,260.00
		160	160	17,760.00	2,400.00	20,160.00

# 27 Cavalier Street, Doncaster East 408300Q

## 10 Year Maintenance Fund Plan

Year End	30/06/2019	30/06/2020	30/06/2021	30/06/2022	30/06/2023	30/06/2024	30/06/2025	30/06/2026	30/06/2027	30/06/2028
Opening Balance 1/7/2018	43,028	25,691	15,573	8,923	11,623	12,483	11,703	5,223	8,743	2,863
Member Maintenance Fund contribution	2,000	2,400	2,400	3,200	3,360	3,520	3,520	3,520	3,520	3,520
Special Levy for driveway replacement	34,500	10,500	-	-	-	-	-	-	-	-
Interest	2,298	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>81,826</b>	<b>38,591</b>	<b>17,973</b>	<b>12,123</b>	<b>14,983</b>	<b>16,003</b>	<b>15,223</b>	<b>8,743</b>	<b>12,263</b>	<b>6,383</b>
Expenditure	58,135	24,518	9,050	500	2,500	4,300	10,000	-	9,400	21,000
Transfers	2,000	1,500	-	-	-	-	-	-	-	-
<b>Closing balance</b>	<b>\$ 25,691</b>	<b>\$ 15,573</b>	<b>\$ 8,923</b>	<b>\$ 11,623</b>	<b>\$ 12,483</b>	<b>\$ 11,703</b>	<b>\$ 5,223</b>	<b>\$ 8,743</b>	<b>\$ 2,863</b>	<b>-\$ 14,617</b>

\* Inc. GST

# 27 Cavalier Street, Doncaster East 408300Q

## 10 Year Anticipated Expenditure Table

Year End	30/06/2019	30/06/2020	30/06/2021	30/06/2022	30/06/2023	30/06/2024	30/06/2025	30/06/2026	30/06/2027	30/06/2028
External painting										
Posts		16,897								20,000
Front doors (one side)										
Front door frames (one side)										
Gables										
Finials										
Common fences										
Supply and installation of new roof finials		405								
<b>Driveway and paths</b>										
Repairs & replace stormwater grates										
Driveway replacement	58,135									
Paver pressure wash		2,816							3,100	
Asphalt repairs							3,000			
Repairs to/replacement of pavers/paths		4,400	1,500		1,500		1,500		1,500	
<b>Fixtures &amp; Fittings</b>										
Maintain common lighting & electrical				500						
Mailbox Bank - upgrade and/or tidy							1,500			
<b>Landscaping</b>										
Mulch			3,500							
Lawns - Topdressing/seeding			300			3,700			4,200	
New plants/garden upgrade			3,000			300			300	
Garden bed edging			750			300			300	
<b>Fences</b>										
Replace fences										
Repairs to fences					1,000		4,000			
<b>Total expenditure (Inc. GST)</b>	\$ 58,135	\$ 24,518	\$ 9,050	\$ 500	\$ 2,500	\$ 4,300	\$ 10,000	\$ -	\$ 9,400	\$ 1,000
										\$ 21,000

1 Per LED changeover quote

**Owners Corporation No: 408300Q**  
**Address: 27 Cavalier Street, Doncaster East**

**Manager's Report**  
**2020**

**Accounts**

The accounts have been prepared for the year 1 July 2019 to the 30 June 2020, please refer to accounts attached.

**Budget**

The Budget for the year 1 July 2020 to the 30 June 2021 is attached to the agenda and has been prepared taking into account all the current maintenance contracts and increases in insurance charges. **There is no increase in fees.**

Due to COVID-19, the following has been agreed upon for the 2020/2021 financial year resulting in no increase in the budget:

- Hallmarc Asset Management have offered not to increase the Management fee, as opposed to the annual contracted 3% increase.
- No increase in garden maintenance fee per visit

<b>Owners Corporation Fees</b>	<b>Per Annum</b>	<b>Per Quarter</b>
Previous Fees (2019/2020)	\$ 1,260	\$ 315
Proposed Fees (2020/2021)	\$ 1,260	\$ 315

**Insurance – Owners Corporation**

Hallmarc Asset Management is in the process of negotiating a competitive premium for your insurance cover, due for renewal on 30 September 2020.

**Maintenance**

In the past year, regular maintenance was completed including the following:

- Scheduled gardening by Nandina Landscapes
- New plants in common garden beds
- Installation of new garden bed to replace the lawn at the front of the estate
- Supply and installation of a new 5km speed limit sign
- Replacement of common area light globes

**Maintenance Fund**

In the past year, the following Maintenance Fund works were completed:

- Pressure wash of driveway end court bowl pavers
- Repairs to pavers on common areas
- Replacement of unit front roof finials
- External painting of units

**Professional Indemnity Insurance – Hallmarc Asset Management**

Hallmarc Asset Management Pty Ltd has Professional Indemnity Insurance cover of \$2 million. The insurer is CGU Insurance Pty Ltd, the Policy number is 03MIS1762723 and the policy is due for renewal on 30 September 2020. A copy of the insurance certificate will be tabled at the Annual General Meeting.

**Hallmarc Asset Management Pty Ltd**  
**28<sup>th</sup> July 2020**

THIS LICENSE is made the 16 day of October 1997

**BETWEEN:**

**BODY CORPORATE PLAN No 408300Q**  
of Level 11, 350 Collins Street  
MELBOURNE VIC 3000

Telephone: 9606 0088  
Facsimile: 9606 0055  
("The Licensor")

**FLOCAST PTY LTD**  
of Level 11, 350 Collins Street  
MELBOURNE VIC 3000

Telephone: 9606 0088  
Facsimile: 9606 0055  
("The Licensee")

**RECITALS**

- A. The Licensee is the owners of Lots 1 on Plan of Subdivision No 408300Q
- B. This agreement commences on the date that the Plan of Subdivision is registered
- C. As each Licensee ceases to be the owner of Lot 1 on the Plan of Subdivision this agreement will transfer to the Licensees assignors and successors.

**OPERATIVE PART**

**1. DEFINITIONS**

In this licence the following words have the meanings ascribed to them below:

- 1.1 'Plan of Subdivision' means Plan of Subdivision No 408300Q.
- 1.2 'Common Property' means common property in the Plan of Subdivision.
- 1.3 'Garden Area 1' means the land noted on the attached plan in red.

**2. LICENSED RIGHTS**

- 2.1 The Licensor grants a licence to the owner of unit 1, the exclusive right of use of Garden Area 1.

**3. LICENSEE'S OBLIGATIONS**

- 3.1 In consideration for the rights granted under Clause 2, the Licensee must at all times keep tidy and not store any item in Garden Area 1.
- 3.2 The Licensee must indemnify the Licensor from all loss and damage it may suffer or incur as a result of anything done by the Licensee under this licence or as a result of the Licensee failing to comply with its obligations under this licence without limitation.

4. **ASSIGNMENT**

4.1 This is a contractual licence and is not capable of assignment to any person other than a successor in title.

5. **DISPUTE RESOLUTION**

5.1 The parties must attempt to resolve disputes by the mediation procedure described below.

5.2 The mediation procedure to apply is the mediation procedure set out in Clauses 16.3 to 16.8 of the Law Institute of Victoria Copyright Lease of Real Estate for Commercial property, December 1993 Revision.

**EXECUTED AS AN AGREEMENT**

Signed for and on behalf of  
**BODY CORPORATE PLAN No 408300Q**

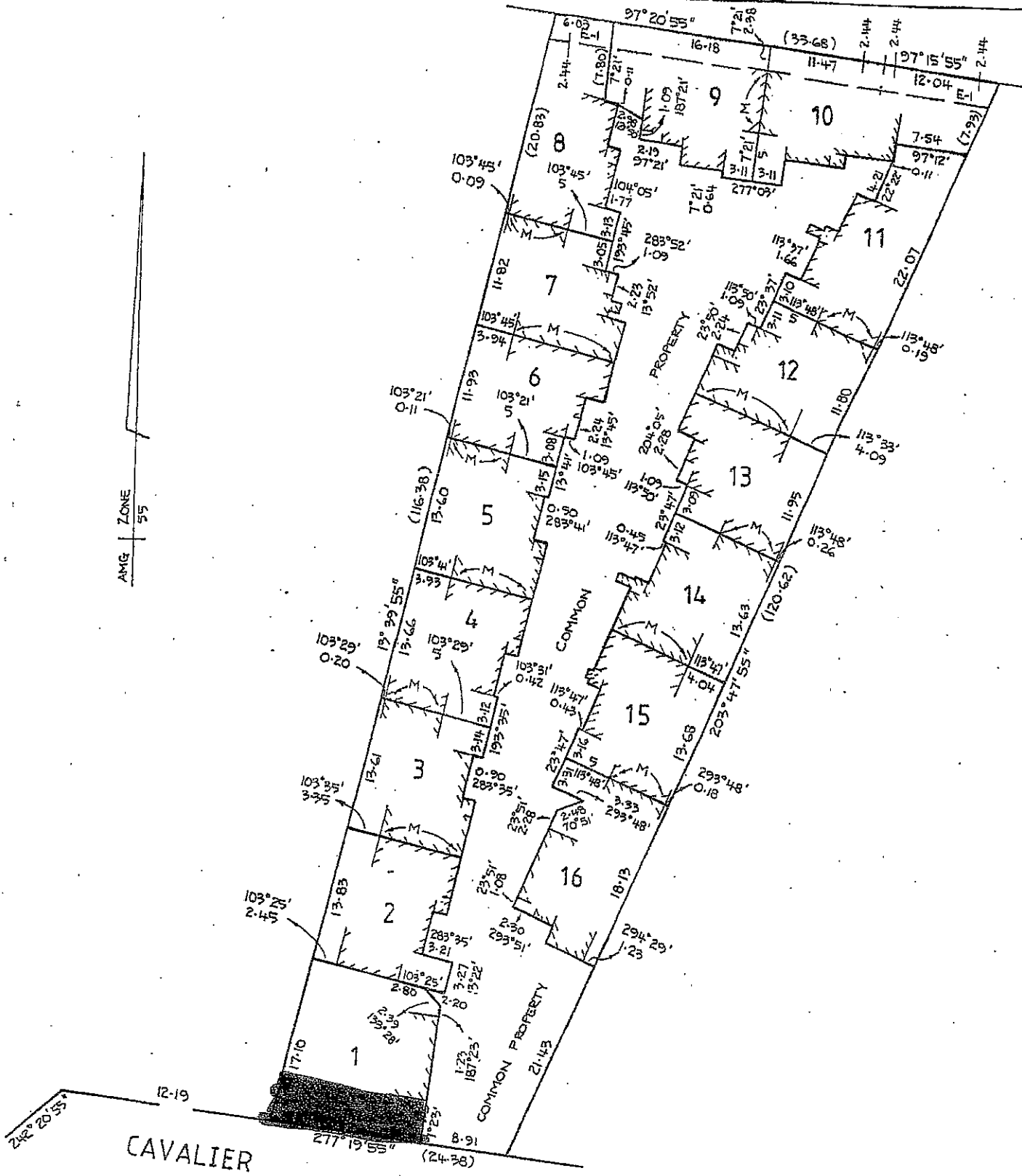
A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

*Signed by a Director/Secretary of FLOCAST Pty Ltd  
being the only Member of the Body Corporate*



1150 1140 1130 1120 1110 1100 1090 1080 1070 1060 1050 1040 1030 1020 1010 1000 990 980 970 960 950 940 930 920 910 900 890 880 870 860 850 840 830 820 810 800 790 780 770 760 750 740 730 720 710 700 690 680 670 660 650 640 630 620 610 600 590 580 570 560 550 540 530 520 510 500 490 480 470 460 450 440 430 420 410 400 390 380 370 360 350 340 330 320 310 300 290 280 270 260 250 240 230 220 210 200 190 180 170 160 150 140 130 120 110 100 90 80 70 60 50 40 30 20 10 0

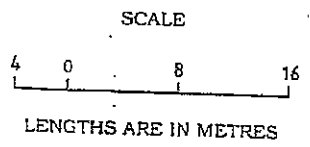
AMIG ZONE 55



CAVALIER STREET

**CARSON SIMPSON PTY LTD**  
 land & engineering surveyors  
 planning & development consultants  
 P.O. BOX 219, BOX HILL, VIC. 3128  
 PH (03) 9898.0761 FAX (03) 9890.4173

ORIGINAL  
 SCALE SHEET SIZE  
 1:400 A3



LICENSED SURVEYOR (PRINT) CLIFF C CARSON  
 SIGNATURE *Cliff Carson* DATE 8.8.197  
 REF B 2743 VERSION 02

Sheet 2 of 3 sheets  
*Philip W Galt*  
 DATE 13.8.197  
 COUNCIL DELEGATE SIGNATURE  
 Original sheet size A3

247-3583

# Standard Rules of Body Corporate

Form 2

Reg. 407, 906 Subdivision (Body Corporate) Regulations 1989

Subdivision Act 1988

## Use of common property and lots

A member must not, and must ensure that the occupier of a member's lot does not –

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate; or
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00a.m.; or
- (f) keep any animal on a lot affected by the body corporate or the common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

□□□□

# **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.**

**Hallmarc Asset Management P/L**

A.B.N. 89 006 341 180  
Level 14  
257 Collins Street  
Melbourne Vic 3000

**Bill To:**

Landata  
PO Box 500  
EAST MELBOURNE, VIC 3002

Invoice Number: 21785  
Invoice Date: 12/02/2021  
Customer ID: LANDAT

**Property Details:**

Unit 8 27 Cavalier Street

Description	Amount	Code
Owners Corp Certificate	142.77	GST
	<b>Sub Total Ex GST:</b>	<b>142.77</b>
	<b>GST:</b>	<b>14.28</b>
	<b>TOTAL INCL GST:</b>	<b>157.05</b>

**Terms: Strictly 7 days**

**Bank Account Details**  
Hallmarc Asset Management P/L  
BSB: 083004  
Account: 330642647

**Name:**  
Customer ID: LANDAT  
Invoice No: 21785  
Property: Unit 8 27 Cavalier Street

Quote Reference: LANDAT

Total amount due: \$157.05