

ADAM STEPHEN SMITH AND MELISSA ANNE SMITH

to

CONTRACT OF SALE OF REAL ESTATE

Property: 5/1 Eastway Avenue, Donvale 3111



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

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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 **5/1 Eastway Avenue, Donvale 3111**

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: **ADAM STEPHEN SMITH AND MELISSA ANNE SMITH**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

First National Zenith
144 Maroondah Highway, Ringwood, VIC 3134

Email: davidv@zenithfn.com

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

Vendor

ADAM STEPHEN SMITH AND MELISSA ANNE SMITH

5/1 Eastway Avenue, Donvale, VIC 3111 and 5/1 Eastway Avenue, Donvale, VIC 3111

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:120406

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 11496 Folio 409	5	707298F
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: **5/1 Eastway Avenue, Donvale 3111**

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 rescheduling 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 conveyance; 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 conveyance 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 conveyance.

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 than 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.

GUARANTEE AND INDEMNITY

I/We.....of.....and.....
of.....
 being the **Sole Director/Directors** of.....Pty Ltd ACN.....

(hereinafter called "the Guarantors") **IN CONSIDERATION** of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** hereby for ourselves, our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor and his assigns that if at any time default shall be made in the payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract of Sale or in the performance or observance of any term or condition of this Contract of Sale to be performed or observed by the Purchaser, I/we will immediately on demand by the Vendor pay to the Vendor the whole of such Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest or other moneys payable under this Contract of Sale and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser under this Contract of Sale.

This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance of the part of the Vendor in enforcing payment of any of the moneys payable under this Contract of Sale or the performance or observance of any of the agreements, obligations or conditions under this Contract of Sale or by time being given to the Purchaser for any such payment performance or observance or by reason of the Vendor assigning his, her or their rights under this Contract of Sale or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS WHEREOF the Guarantors have hereunto set their hands and seals this..... day of.....20...

SIGNED SEALED AND DELIVERED by the said)
)
 Print name.....)
) Director (sign)
 in the presence of:-)
)
 Witness.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print name.....)
) Director (sign)
 in the presence of:-)
)
 Witness.....

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: Adam Stephen Smith and Melissa Anne Smith

Property: 5/1 Eastway Donvale VIC 3111

Dated: 5 March 2021

Signed by or on behalf of the vendor/supplier:

A handwritten signature in blue ink, appearing to be 'AS Smith', is written over a horizontal line. The signature is stylized and somewhat cursive.

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.

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.

Land	5/1 Eastway Avenue, Donvale 3111
-------------	----------------------------------

Vendor's name	Adam Stephen Smith	Date / /
Vendor's signature		

Vendor's name	Melissa Anne Smith	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

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

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 2000m²; (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 11496 FOLIO 409

Security no : 124088510111L
Produced 05/03/2021 11:20 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 707298F.
PARENT TITLE Volume 09300 Folio 301
Created by instrument PS707298F 27/05/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ADAM STEPHEN SMITH
MELISSA ANNE WILSON both of 5 /1 EASTWAY AVENUE DONVALE VIC 3111
AL161577X 18/06/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL161578V 18/06/2014
PERPETUAL 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.

AGREEMENT Section 173 Planning and Environment Act 1987
AL056027X 05/05/2014

DIAGRAM LOCATION

SEE PS707298F 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 5 1 EASTWAY AVENUE DONVALE VIC 3111

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS707298F

DOCUMENT END



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Transfer of Land

LOTS

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

1. Land/s

Land Title

Volume 11496 Folio 409

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor

Name NAELFRAN PTY LTD

ACN 0 0 5 7 7 9 3 2 2

4. Transferee/s

Transferee 1

Given Name/s ADAM STEPHEN

Family Name SMITH

Transferee 2

Given Name/s MELISSA ANNE

Family Name WILSON

5. Manner of Holding

JOINT PROPRIETORS

6. Address/es of Transferee/s

Address of Transferee 1

Unit 5 Street No 1

Street Name EASTWAY

Street Type AVENUE

Locality DONVALE

State VIC Postcode 3111

Address of Transferee 2

Same as Transferee 1

7. Directing Party

None

8. Consideration

\$ 635,000

9. Signing

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Transferor

Multi-person company – Director & Director or Director & Secretary sign

Executed for NAELFRAN PTY LTD by being signed by the person(s) authorised to sign for the company

Director

Full Name NAEL FRANCIS

Usual Address LOUIS

23 Belgrave-Ferry Creek Rd, Ferry Creek 3786

Director/Secretary

Full Name MARK

Usual Address LOUIS

52 Hilton Rd, Ferry Creek 3786

Signature of Director

Signature of Director/Secretary

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Transferee 1

ADAM STEPHEN SMITH



Signature of Transferee

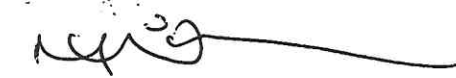
Transferee Witness



Signature of witness

Transferee 2

MELISSA ANNE WILSON



Signature of Transferee

Transferee Witness



Signature of witness

You may lodge this form in two ways:

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (extra fee applies)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

10. Date

Date: (DD/MM/YYYY)

12/6/14

11. Lodging Party

MISA - Vic

Customer Code

13027E

Reference

Smith

Duty Use Only



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AL056027X

05/05/2014 \$113 173



Form 18

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code: 13622P

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Volume 09300 Folio 301

Authority: Manningham City Council, 699 Doncaster Road, Doncaster

Act under which agreement made: Sect.173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this application

Signature for the Authority:

J. Carbone

Office held:

Chief Executive Officer

Name of Officer :

JOE CARBONE

Date:

18 SEPTEMBER 2013

AL056027X

05/05/2014 \$113 173



Manningham City Council



Agreement under Section 173 of the
Planning and Environment Act 1987 between

MANNINGHAM CITY COUNCIL

and

Naelfran Pty Ltd

Subject Land:

1 Eastway Avenue DONVALE VIC 3111



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2. **INTERPRETATION**
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4. **FURTHER OBLIGATIONS OF THE OWNER**
 - 4.1 **Notice and Registration**
 - 4.2 **Further actions**
 - 4.3 **Council's Costs to be Paid**
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6. **OWNER'S WARRANTIES**
7. **SUCCESSORS IN TITLE**
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 - 8.2 **Service of Notice**
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9. **COMMENCEMENT OF AGREEMENT**
10. **ENDING OF AGREEMENT**



**THIS AGREEMENT UNDER SECTION 173
OF THE PLANNING AND ENVIRONMENT ACT 1987**

is made on 18th of August 2013
SEPT,

BETWEEN

MANNINGHAM CITY COUNCIL
of 699 Doncaster Road, Doncaster

("Council")

AND

Naelfran Pty Ltd
of PO Box 679, Ferntree Gully

("Owner")

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 13 March 2013 Council issued Planning Permit No. PL12/022858 ("the Planning Permit") allowing the Subject Land to be subdivided into fifteen (15) lots in accordance with a plan endorsed under condition 1 of the Planning Permit. Conditions 7 and 8 of the Planning Permit remain outstanding and the Owner is required to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.
- D. The parties enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Development Permit means the planning permit PL10/021412 issued on 28 March 2013 for the construction of fifteen (15) double-storey dwellings on the Subject Land. A copy of the Development Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

AL056027X

05/05/2014 \$113 173



Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

Lot means a lot on the Endorsed Plan;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

Party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permit means the Planning Permit referred to in recital C of this Agreement;

Planning Scheme means the Manningham Planning Scheme and any other planning scheme that applies to the Subject Land;

Subject Land means the land situated at 1 Eastway Avenue DONVALE VIC 3111 being the land referred to in Certificate of Title Volume 09300 Folio 301.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement



must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER:

- 3.1** The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council:
- 3.1.1** The development of the subject land must be in accordance with the development authorised under Development Permit PL10/021412, issued by Council, and the various conditions included in that permit.
 - 3.1.2** The development of the subject land must be in accordance with the plans from time to time endorsed by Council, under Development Permit PL10/021412.
 - 3.1.3** Any new dwellings approved under the Development Permit shall not be occupied, until a final planning, landscaping and engineering inspection has been carried out.
 - 3.1.4** Prior to the occupation of any new dwellings on the Subject land, an on-site storm water detention system and the relevant connections, must be provided in accordance with the engineering construction plans endorsed from time to time pursuant to Development Permit PL10/021412, sufficient to serve each lot in the subdivision to the satisfaction of Council.
 - 3.1.5** Should access be required on any of the lots for the construction of the on-site storm water detention system and subsequent drainage, the owners of the said lots shall provide this access.
 - 3.1.6** The ongoing maintenance of the on-site storm water detention system will be the equal responsibility of the Owners of Lots 1 to 15 inclusive.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

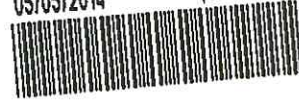
- 4.2.1** the Owner will do all things necessary to give effect to this Agreement;

AL056027X

05/05/2014

\$113

173



- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;

AL056027X



- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

AL056027X

05/05/2014 \$113 173



10. ENDING OF AGREEMENT

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

The Common Seal of
Manningham City Council was
hereunto affixed in the presence of:



..... *[Signature]*

Mayor / Councillor

..... *[Signature]*

Chief Executive Officer

Executed by)
Naefran Pty Ltd)
By being signed by those persons)
Who are authorised to sign for the company)

..... *[Signature]*)
MARK LOUIS)
52 HILTON RD 3786)

Director
Name
Address

.....)
.....)
.....)

Director (or) Company Secretary
Name
Address



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS707298F
Number of Pages (excluding this cover sheet)	4
Document Assembled	05/03/2021 11:24

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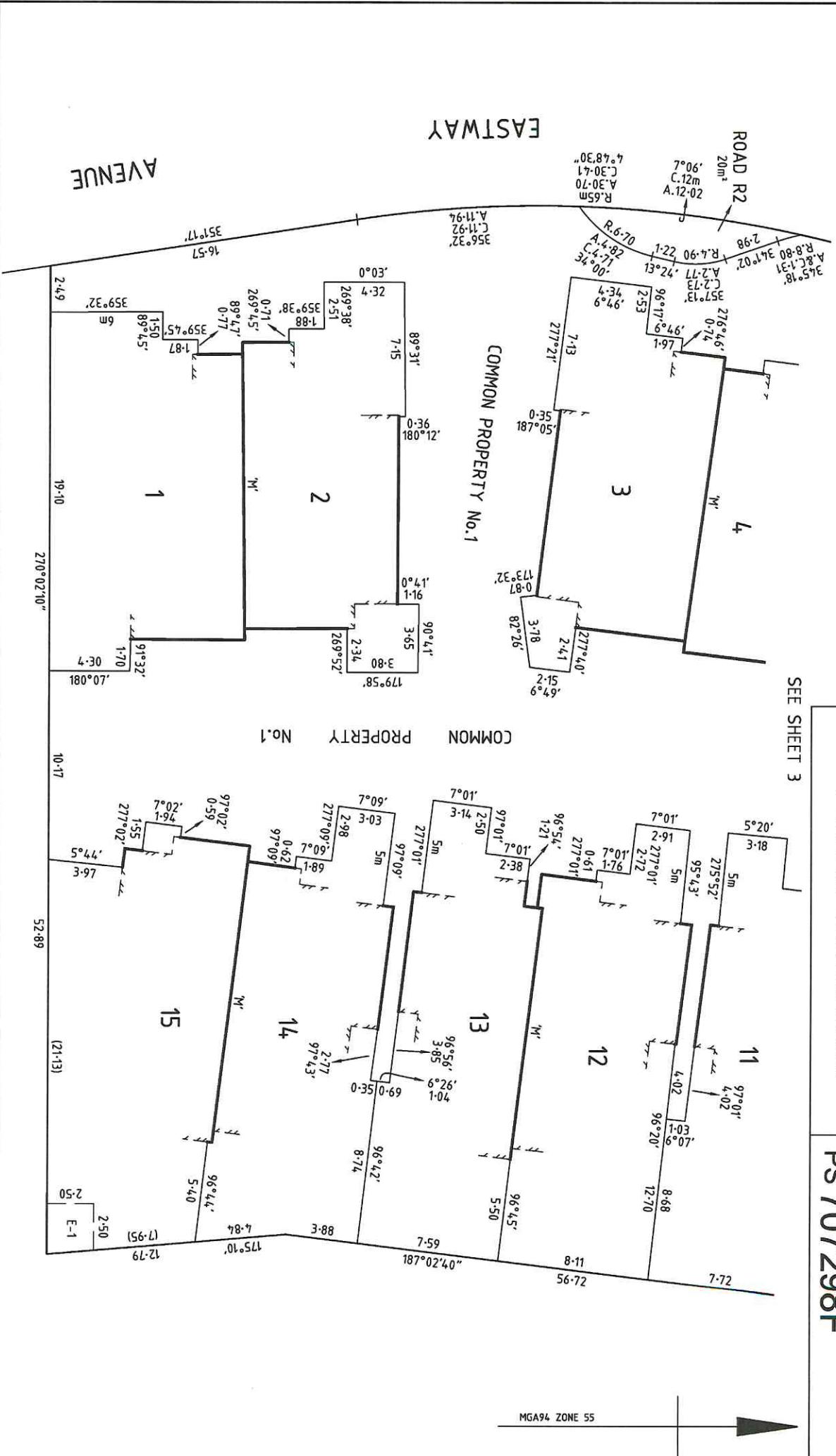
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		LRS USE ONLY	Plan Number	
		EDITION 1	PS 707298F	
Location of Land Parish: BULLEEN Section: 7 Crown Portion: B (PART) Title Reference: VOL.9300 FOL.301 Last Plan Reference: LP121183 LOT 1 (PART) Postal Address: 1 EASTWAY AVENUE, DONVALE, 3111. MGA Co-ordinates (of approx. centre of land in plan) E 339 550 Zone: 55 N 5814 580 GDA 94		MANNINGHAM CITY COUNCIL		
Vesting of Roads and Reserves		NOTATIONS		
Identifier	Council/Body/Person	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> THIS IS A SPEAR PLAN </div> BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: Median: Boundaries marked 'M'. Exterior face: All other boundaries.		
ROAD R1 ROAD R2	MANNINGHAM CITY COUNCIL MANNINGHAM CITY COUNCIL			
Depth Limitation DOES NOT APPLY		LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information		
Survey This plan is based on survey This survey has been connected to permanent marks no(s) 377 In Proclaimed Survey Area No. ---				
Staging This is not a staged subdivision Planning Permit No. PL12/022858				
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)				
Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan.				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE & SEWERAGE DRAINAGE	SEE DIAGRAM	TR. H70704 THIS PLAN	CITY OF DONCASTER & TEMPLESTOWE MANNINGHAM CITY COUNCIL
Millar Merrigan Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerigan.com.au survey@millarmerigan.com.au SAI GLOBAL Quality ISO 9001		LICENSED SURVEYOR G. J. LADNER SIGNATURE DIGITALLY SIGNED REF 16021S1		Sheet 1 of 3 Sheets ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 27/5/2014 DATE: 2:23pm Roger Mellor Assistant Registrar of Titles
		VERSION 4: 18/4/2014		

PLAN OF SUBDIVISION

Plan Number
PS 707298F

SEE SHEET 3



MGA94 ZONE 55

Miller | Merrigan
Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millermerrigan.com.au
admin@millermerrigan.com.au
SA 500000 Quality 150 801

Miller & Merrigan Pty Ltd ACN 005 541 868
Metro 2/128 Merrimale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

ORIGINAL SCALE

1:200

SCALE



LICENSED SURVEYOR G. J. LADNER

SIGNATURE

REF 16021S1

DIGITALLY SIGNED

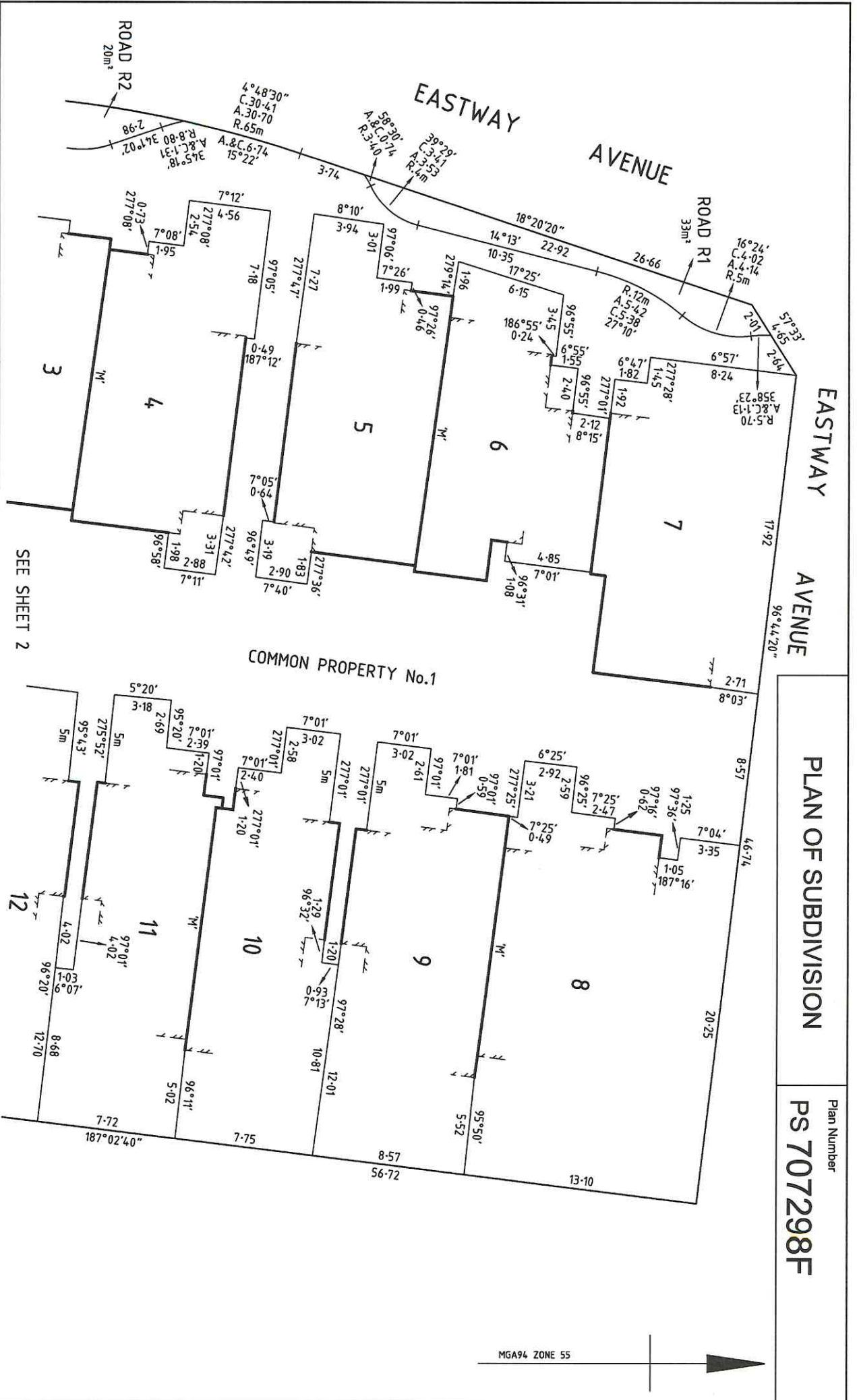
VERSION 4

Sheet 2

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION
PS 707298F

Plan Number



Miller Merrigan
Land Development Consultants

M(03) 8720 9600 F (03) 5134 8811
www.millermerrigan.com.au
admin@millermerrigan.com.au
SAU (03) 8720 9600

Miller & Merrigan Pty Ltd ACN 005 541 686
Melbore 21728 Merrimale Drive, Croydon 3136
Regional 156 Commercial Road, Moorwell 3840
Mail PO Box 247 Croydon, Victoria 3136

ORIGINAL SCALE

1:200

SCALE



LICENSED SURVEYOR G. J. LADNER

SIGNATURE

RBP 16021S1

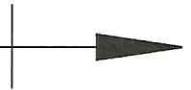
DIGITALLY SIGNED

VERSION 4

Sheet 3

ORIGINAL SHEET SIZE A3

MGA94 ZONE 55



Plan of Subdivision PS707298F
Concurrent Certification and Statement of Compliance
(Form 3)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S023076M
Plan Number: PS707298F
Responsible Authority Name: Manningham City Council
Responsible Authority Reference Number 1: PL12/022858
Responsible Authority Reference Number 2: SC12/006459
Surveyor's Plan Version: 4

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Simone Boyd
Organisation: Manningham City Council
Date: 07/05/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS707298F

The land in PS707298F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 15.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
AUSWIDE STRATA MANAGEMENT PTY LTD 10A CROYDON ROAD CROYDON VIC 3136

AM844500V 09/06/2016

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:
1. AL409196J 08/10/2014

Additional Owners Corporation Information:
OC022165S 27/05/2014

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50
Lot 6	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/03/2021 11:24:43 AM

OWNERS CORPORATION 1
PLAN NO. PS707298F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	50	50
Lot 8	50	50
Lot 9	50	50
Lot 10	50	50
Lot 11	50	50
Lot 12	50	50
Lot 13	50	50
Lot 14	50	50
Lot 15	50	50
Total	750.00	750.00

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

Statement End.



YARRA VALLEY WATER
ABN 93 066 902 501

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

5th March 2021

Christopher Karamanolis C/- ABR
LANDATA

Dear Christopher Karamanolis C/- ABR,

RE: Application for Water Information Statement

Property Address:	5/1 EASTWAY AVENUE DONVALE 3111
Applicant	Christopher Karamanolis C/- ABR LANDATA
Information Statement	30586153
Conveyancing Account Number	7959580000
Your Reference	120406

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

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

Yarra Valley Water Property Information Statement

Property Address	5/1 EASTWAY AVENUE DONVALE 3111
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

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

Melbourne Water Encumbrance

Property Address	5/1 EASTWAY AVENUE DONVALE 3111
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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
















**Yarra Valley Water
Information Statement
Number: 30586153**

Address	5/1 EASTWAY AVENUE DONVALE 3111
Date	05/03/2021
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 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.oom.au
yvw.oom.au

Christopher Karamanolis C/- ABR
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0681778257
Rate Certificate No: 30586153

Date of Issue: 05/03/2021
Your Ref: 120406

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/1 EASTWAY AVE, DONVALE VIC 3111	5\PS707298	5053179	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 Step 1 – 44.000000kL x \$2.64460000 = \$116.36 Step 2 – 4.000000kL x \$3.17870000 = \$12.71 Estimated Average Daily Usage \$1.29	19-10-2020 to 27-01-2021	\$129.07	\$129.07
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	\$113.00	\$113.00
Residential Sewer Usage Charge 48.000000kL x 0.863558 = 41.450777 x 0.900000 = 37.305699 x \$1.14260000 = \$42.63 Estimated Average Daily Usage \$0.43	19-10-2020 to 27-01-2021	\$42.63	\$42.63
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

Balance Brought Forward \$0.00

Total for This Property \$329.68

Total Due \$329.68

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 93 066 902 501

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

Property No: 5053179

Address: UNIT 5/1 EASTWAY AVE, DONVALE VIC 3111

Water Information Statement Number: 30586153

HOW TO PAY



Biller Code: 314567
Ref: 06817782577



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: 5053179

Address: UNIT 5/1 EASTWAY AVE, DONVALE VIC 3111

Water Information Statement Number: 30586153

Cheque Amount: \$



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS707298F

The land in PS707298F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 15.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

AUSWIDE STRATA MANAGEMENT PTY LTD 10A CROYDON ROAD CROYDON VIC 3136

AM844500V 09/06/2016

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:

1. AL409196J 08/10/2014

Additional Owners Corporation Information:

OC022165S 27/05/2014

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	11496/422	0	0
Lot 1	11496/405	50	50
Lot 2	11496/406	50	50
Lot 3	11496/407	50	50
Lot 4	11496/408	50	50
Lot 5	11496/409	50	50
Lot 6	11496/410	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 05/03/2021 11:24:44 AM

**OWNERS CORPORATION 1
PLAN NO. PS707298F**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 7	11496/411	50	50
Lot 8	11496/412	50	50
Lot 9	11496/413	50	50
Lot 10	11496/414	50	50
Lot 11	11496/415	50	50
Lot 12	11496/416	50	50
Lot 13	11496/417	50	50
Lot 14	11496/418	50	50
Lot 15	11496/419	50	50
Total		750.00	750.00

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

Statement End.

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: **09/03/2021**

Customer Reference: **120406**

Certificate No: **LICe21/02340**

Agent Reference: **46120751-016-5**

Property ID: **782019**

Property Location: **5/1 Eastway Avenue DONVALE VIC 3111**

Property Description: **Lot 5 PS 707298F Vol 11496 Fol 409**

Site Value: **\$260000**

Capital Improved Value: **\$700000**

Net Annual Value: **\$35000**

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	\$836.52	
General Rates	\$1,149.10	
Fire Services Levy	\$150.80	
Standard Waste Service	\$263.50	
Larger 120L Garbage Bin	\$80.50	
Interest	\$6.79	
Payments	\$-1,665.21	
Rates & Charges Balance		\$822.00
Total Balance Outstanding		\$822.00

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.

MANNINGHAM CITY COUNCIL

LAND INFORMATION CERTIFICATE (CONT.)

Property Address: **5/1 Eastway Avenue DONVALE VIC 3111**

Property ID: **782019**

Certificate No.: **LICe21/02340**

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 (If Applicable)

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:

	Biller Code: 1099 Ref: 1007820194
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **707298F**
Address **1 Eastway Avenue, DONVALE VIC 3111**

This certificate is issued for Lot **5** on Plan of Subdivision No **707298F**
Postal address is:
5/1 Eastway Avenue
DONVALE VIC 3111

Applicant for the certificate is: First Legal Migration

Address for delivery of certificate: chris@firstlegalmigration.com.au

Date that the application was received: 04/03/2021

IMPORTANT:

The information in this certificate is issued on **11 March 2021**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,380.00. \$345.00 is payable quarterly and due on the 1st day of February, May, August & November.

(b) The date up to which the fees for the lot have been paid is 30 Apr 2021.

(c) The total of any unpaid fees or charges for the lot is: Nil.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: \$220.00 Due 8/4/2021.
Roof inspection to check for compliance, in particular the spreaders. Also check weep holes in the brick external walls. Dependant on the reports they may be forwarded onto the builder, Three Pillars by either the owners corporation or the individual owners.

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: None to our knowledge.

(f) The owners corporation has the following insurance cover:

Policy No.	HU0003770	QBE/CHU Underwriting Agencies
Type:	Residential Strata	
Premium:	\$11,298.65	Policy start date: 17-03-2021 Next due: 17-03-2022
Cover	Sum insured	Excess
Building	\$7,166,856.00	\$500.00
Public Liability	\$20,000,000.00	\$0.00

The type of Policy is: Reinstatement/Replacement

The Buildings covered by the Policy are situated at: **1 Eastway Avenue, DONVALE VIC 3111**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: A gardening contractor maintains the common area.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details: There are no notices or orders as at 11 March 2021.

(m) 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?
If so, then provide details: None to our knowledge.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Auswide Strata Management
10A Croydon Road
CROYDON VIC 3136
Mail: PO Box 110
CROYDON VIC 3136
Telephone: 9188 4233

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

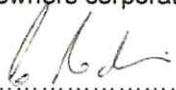
(p) Documents required to be attached to the owners corporation certificate are:
A copy of the latest financial statements
A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

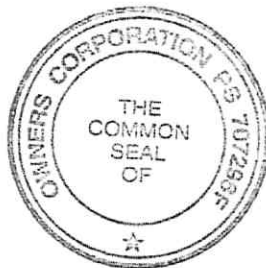
More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 11 March 2021

This owners corporation certificate was prepared by:


..... (signature)

Chris Rodoni
Auswide Strata Management
10A Croydon Road
CROYDON VIC 3136
Phone: 9188 4233
chrir@auswidestrata.com.au





Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000
Email: info_vic@chu.com.au

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0003770
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	17/03/2021 to 17/03/2022 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 707298
Situation	1 EASTWAY AVENUE DONVALE VIC 3111

Policies Selected

Policy 1 – Insured Property

Building: \$7,166,856

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$1,075,028

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Owners' Legal Liability

Sum Insured: \$100,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

02/02/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Statement of Financial Position As at 11-03-2021

OCPS 707298F

1 Eastway Avenue, DONVALE VIC 3111

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,513.62
Owners Equity--Admin	10,301.62
	11,815.24
Sinking Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	\$11,815.24
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	11,467.02
Receivable--Levies--Admin	348.22
	11,815.24
Sinking Fund	0.00
Unallocated Money	0.00
<i>Total assets</i>	11,815.24
Less liabilities	
Administrative Fund	
	0.00
Sinking Fund	0.00
Unallocated Money	0.00
<i>Total liabilities</i>	0.00
Net assets	\$11,815.24

MINUTES OF AN ANNUAL GENERAL MEETING

OWNERS CORPORATION No. 707298F

ADDRESS OF THE OWNERS CORPORATION: 1 Eastway Avenue, Donvale 3111

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of Owners Corporation No. 707298F was held on: Tuesday 23rd June 2020 via postal voting and teleconference. The meeting commenced at 5.30pm.

PRESENT TELECONFERENCE: via A. Moloney & S. Young: Lot 3

PRESENT PROXY/VOTING: via M. Rost: Lot 7- Represented by C. Rodoni.
Q. Yip: Lot 2- Represented by C. Rodoni.
P. Chong & C. Tang: Lot 11- Represented by C. Rodoni.

APOLOGIES: Nil.

IN ATTENDANCE: C. Rodoni representing Auswide Strata Management.

1. QUORUM: A quorum was not present so all decisions of this meeting are interim decisions.

The decisions set out in these minutes are interim decisions and these minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting for a Special General Meeting to be held, the decisions become decisions of the Owners Corporation.

2. CHAIRPERSON: Resolved that C. Rodoni be appointed to chair the meeting and take the minutes.

3. MINUTES: Resolved that the minutes from the previous meeting held 19/06/2019 be confirmed as a true and accurate account of proceedings at that meeting.

AGREE: 3 DISAGREE: 0 ABSTAIN: 1 CARRIED

4. REPORTS: The managers' report that was sent out with the agenda was accepted.

AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED
(No committee report was tabled).

5. INSURANCES: Resolved to leave the current building sum in place upon renew on the 18/03/2031.

All owners have received a copy of the certificate of currency.

Note: All Product Disclosure Statements and Policy Wordings are available on CHU's web site; www.chu.com.au or by request: info_vic@chu.com.au. An email copy can be forwarded upon request to Auswide Strata Management.

OBTAIN VALUATION: 2 LEAVE AT CURRENT AMOUNT: 2 ABSTAIN: 0

Split decision will mean the building sum will remain at the current amount upon renewal in 2021.

6. **FINANCIAL STATEMENTS:** Resolved to accept the financial statements for the period 01/05/2019 - 30/04/2020.
AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED
7. **BUDGET:** Resolved to accept the proposed budget for the financial year 01/05/2020 – 30/04/2021.
AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED
8. **FEES:** Resolved:
 - that fees be set in accordance with Section 23 (1) of the Owners Corporations Act 2006 at \$20,700.00 for the financial period 01/05/2020 – 30/04/2021.
 - that the fees be remain at \$345.00 per and to continue until resolved otherwise by the Owners Corporation.**AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED**
9. **COMMITTEE/ OFFICE BEARERS:** The following members were nominated and accepted as the committee:
 - Q. Yip: Lot 2
 - A Moloney: Lot 3 Happy to be chairperson if no one else would like to.

A committee should have a minimum of 3 members, so please contact the manager to express your interest in becoming a member.

If a separate grievance committee is not appointed, the committee can also act as the grievance committee.

AGREE: 2 DISAGREE: 0 ABSTAIN: 2 CARRIED
10. **PENALTY INTEREST:** Owners resolved to continue charging penalty interest on overdue accounts as per the Owners Corporation Act 2006, Section 29:
*An owner's corporation may charge interest on any amount payable by a lot owner to the owner's corporation that is still outstanding after the due date for payment; and
The rate of interest charged must not exceed the maximum rate of interest payable under the **Penalty Interest Rates Act 1983.***
AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED
11. **DEBT RECOVERY** Owners resolved to authorize the Manager to commence Debt Recovery proceedings for the recovery of outstanding contributions which remain unpaid, the cost of which is to be charged to the defaulting person alone.
Final Fee Notices will incur a \$25.00 administration fee.
Debt recovery proceedings include administration costs, legal/debt collection agency, expenses associated with the collection of the debt, VCAT proceedings and action through the Magistrates Court.
- If a Proprietor of a lot is in breach of the Model Rules or owes fees and/or other money to the Owners Corporation, the Owners Corporation may:
- issue legal proceedings against the Proprietor to recover such fees and other money or to enforce these rules; and/or

- engage the services of a debt collection agency and/or legal firm for the purpose of recovering such fees and other money.

The Proprietor or occupier of a lot must on demand pay all costs (including legal costs) of the Owners Corporation incurred by the Owners Corporation:

- as a result of any breach of these rules; or
- in relation to the recovery of the fees and/or other money to the Owners Corporation.

The Proprietor or occupier of each lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the proprietor or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a proprietor not owning any particular lot anymore or an occupier not occupying any lot anymore.

The Owners Corporation will in addition to any legal proceeding be able to charge penalty interest at the rate for the time being fixed under the *Penalty Interest Rates Act 1993* (Vic) on outstanding fees or other money.

AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED

- 12. OH&S/ ESSENTIAL SAFETY:** Resolved not to obtain an Occupational, Health & Safety report for the common property. Owners are to monitor and notify the manager if they are concerned about anything on the common property that may cause injury to any persons entering the property.

AGREE: 3 DISAGREE: 1 ABSTAIN: 0 CARRIED

- 13. GUTTER CLEANING:** Resolved that gutter cleaning will be undertaken again October 2019. A special levy is to be raised again and due date for the special levy payment will be 01/10/2019.

AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED

- 14. STORM WATER PIT CLEANING:** Resolved to undertake cleaning of the storm water pits.

AGREE: 4 DISAGREE: 0 ABSTAIN: 0 CARRIED

- 15. CAR PARKING:** The manager explained that no complaints had been received on the complaint form, therefore no breach notices had been issued.

- 16. GENERAL BUSINESS:** A.Moloney requested permission to enclose the courtyard similar to the neighbouring properties, as the courtyard is open for people to see in and offers little privacy. Once the committee has been established, a meeting can be held on site. As per item 9, currently there are 2 committee members.

- 17. CLOSE:** Meeting closed at 6.00pm.

CONSOLIDATED RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

3 Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

(9) The design and colour of the buildings shall remain the same as the original design and colour and shall not be altered without the approval of at least seventy five percent (75%) of the total number of votes of members of the Owners corporation at a properly convened meeting of all owners or via a postal ballot.

Further that the Owners Corporation shall have the power to reinstate any buildings altered without the proper approval, and all cost associated to be charged to the owner of the unit altered.

10/ The installation of air conditioning units, TV antennas and satellite dishes may seek the committee's approval.

If an agreement cannot be achieved, the issue may then be brought to the Owners Corporations approval where either a postal ballot or meeting will be required.

Cost of which will be applicable to the owner making the request.

The locality, size and colour of items will be taken into consideration.

Owners are required to contact the manager first, then the committee will be contacted and a meeting will be organized.

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.