
Vendor statement

Pursuant to section 32 Sale of Land Act 1962

And

Contract of sale of land

Property address: Unit 3/21 Elizabeth Avenue, Mildura, Victoria 3500

Vendor: Rita Leanne Morello

Purchaser:

Prepared by
SEVENTH STREET LEGAL
158 Seventh Street
Mildura VIC 3500
Email: sam@iamarinolaw.com
Ref: CC:7104

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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

Land: Unit 3/21 Elizabeth Avenue, Mildura, Victoria 3500

SIGNED BY THE VENDOR

Name: **Rita Leanne Morello**

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20 ____

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☐ Attached.

☐ Further information:

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) **Easements, covenants, or other similar restrictions**

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

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

(b) Services

The following services are **NOT** connected to the land:

☐ Electricity supply ☐ Gas supply ☐ Telephone ☐ Water supply ☐ Sewerage

(c) Road access ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No Under section 192A of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:

To chargee:

Other particulars, including dates and times of payments:

OWNERS CORPORATION

(a) Owners corporation certificate

☐ Not required – inactive* 2-lot subdivision.

** An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, conducted an annual general meeting, fixed any fees, and held any insurance.*

☒ Attached.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.

(b) Insurance

☐ Not required – no common property.

☐ Not required – 2-lot subdivision.

☒ Required* – See owners corporation certificate attached.

** Required in all other cases if there is common property.*

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

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

VOLUME 11561 FOLIO 325

Security no : 124092840691J
Produced 04/10/2021 11:19 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 725045K.
PARENT TITLE Volume 08609 Folio 391
Created by instrument PS725045K 27/03/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RITA LEANNE MORELLO of 4 COLONEL COURT MILDURA VIC 3500
PS725045K 27/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL237232P 18/07/2014
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE PS725045K 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 3 21 ELIZABETH AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS725045K

DOCUMENT END

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by agreement between them. The information supplied has been

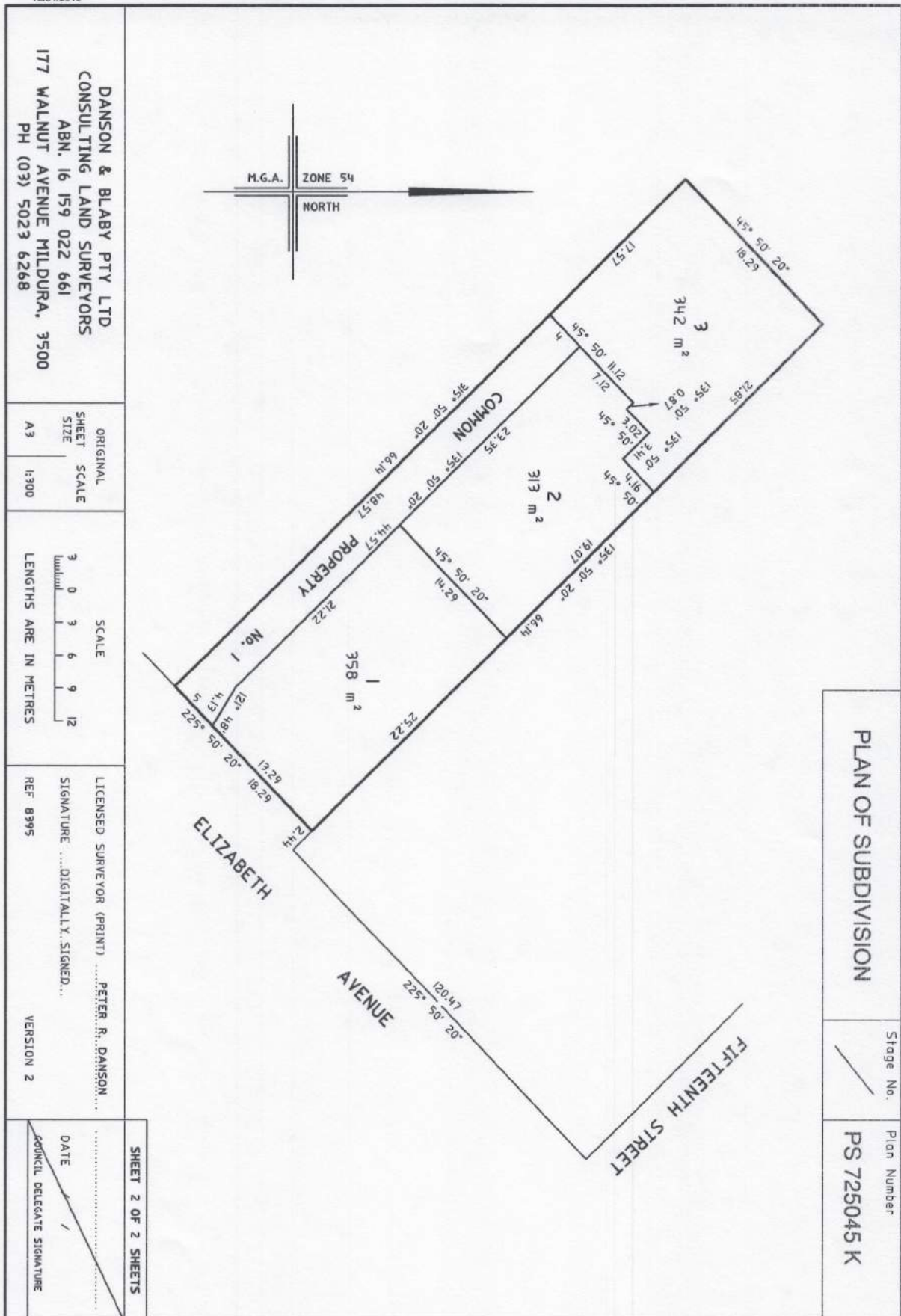
Delivered from the LANDATA® System by InfoTrack Pty Ltd

who is licensed by the State of Victoria to provide this information via LANDATA® System.

Signed by Council: Mildura Rural City Council, PP Ref: 005.2014.00000122.001, Cert Ref: 007.2012.00000122.001, Original Certification: 09/09/2014, Recertification: 19/12/2014, S.O.C.: 12/01/2015

PLAN OF SUBDIVISION		Stage No. /	LTO use only EDITION 1	Plan Number PS 725045 K
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) LTO base record: VICMAP DIGITAL PROPERTY Title References: VOL. 8609 FOL. 391 Last Plan Reference: LP 67070 (LOT D) 21 ELIZABETH AVENUE Postal Address: MILDURA 3500 MGA Co-ordinates: E 604 740 (Of approx. center of plan) N 6 214 075 Zone 54		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date / / Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Depth Limitation DOES NOT APPLY		Staging This is / is not a staged subdivision Planning Permit No. 005.2014.00000122.001		
Other Notations THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 316774 AFFECTS THE LAND IN THE PLAN		Survey This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 183 AND 1107 In Proclaimed Survey Area no. -----		
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 06/03/2015
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
DANSON & BLABY PTY LTD CONSULTING LAND SURVEYORS ABN. 16 159 022 661 177 WALNUT AVENUE MILDURA, 3500 PH (03) 5023 6268				LTO use only PLAN REGISTERED TIME 3:24 PM DATE 27/03/2015 R.I. Assistant Registrar of Titles SHEET 1 OF 2 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
LICENSED SURVEYOR (PRINT) PETER R. DANSON SIGNATURE ...DIGITALLY...SIGNED... REF 8395		VERSION 2		

Signed by Council: Mildura Rural City Council, PP Ref: 005.2014.00000122.001, Cert Ref: 007.2012.00000122.001, Original Certification: 09/09/2014, Recertification: 19/12/2014, S.O.C.: 12/01/2015



Signed by: PETER ROBERT DANSON (Danson and Blaby Pty Ltd) Surveyor's Plan Version (2) SPEAR Ref: S055711A 02/12/2014, Amended: 25/03/2015.



Mildura Rural City Council

Plan of Subdivision PS725045K
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S055711A
Plan Number: PS725045K
Responsible Authority Name: Mildura Rural City Council
Responsible Authority Permit Ref. No.: 005.2014.00000122.001
Responsible Authority Certification Ref. No.: 007.2012.00000122.001
Surveyor's Plan Version: 2

Certification

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 09/09/2014

Public Open Space

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

☐ Has not been made at Certification

Digitally signed by Council Delegate: Natalie Dean
Organisation: Mildura Rural City Council
Date: 19/12/2014

Signed by: Natalie Jayne Dean (Mildura Rural City Council) 19/12/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 20/10/2021 03:02:11 PM

OWNERS CORPORATION 1
PLAN NO. PS725045K

The land in PS725045K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

4 COLONEL COURT MILDURA VIC 3500

OC025455R 27/03/2015

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC025455R 27/03/2015

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	34	34
Lot 2	31	31
Lot 3	35	35
Total	100.00	100.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2021 03:02:11 PM

<p>OWNERS CORPORATION 1 PLAN NO. PS725045K</p>
--

Statement End.

Property Report from www.land.vic.gov.au on 04 October 2021 10:51 AM

Address: UNIT 3/21 ELIZABETH AVENUE MILDURA 3500

Lot and Plan Number: Lot 3 PS725045

Standard Parcel Identifier (SPI): 3\PS725045

Local Government (Council): MILDURA **Council Property Number:** 412044

Directory Reference: VicRoads 535 L10

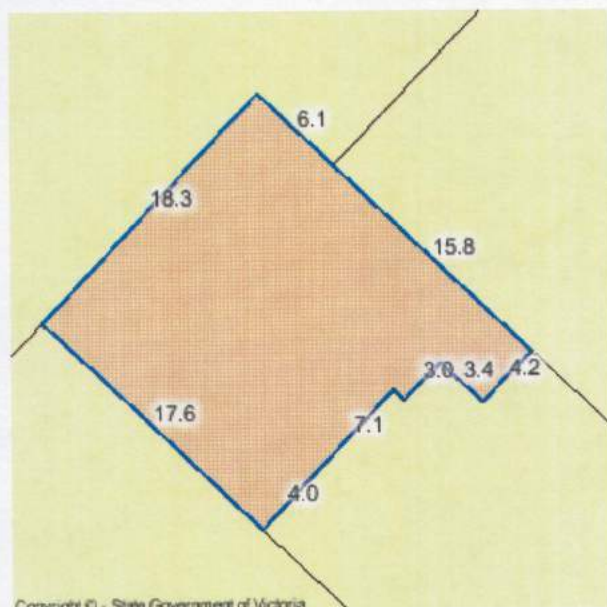
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 341 sq. m

Perimeter: 80 m

For this property:

- Site boundaries
- Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 29 September 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

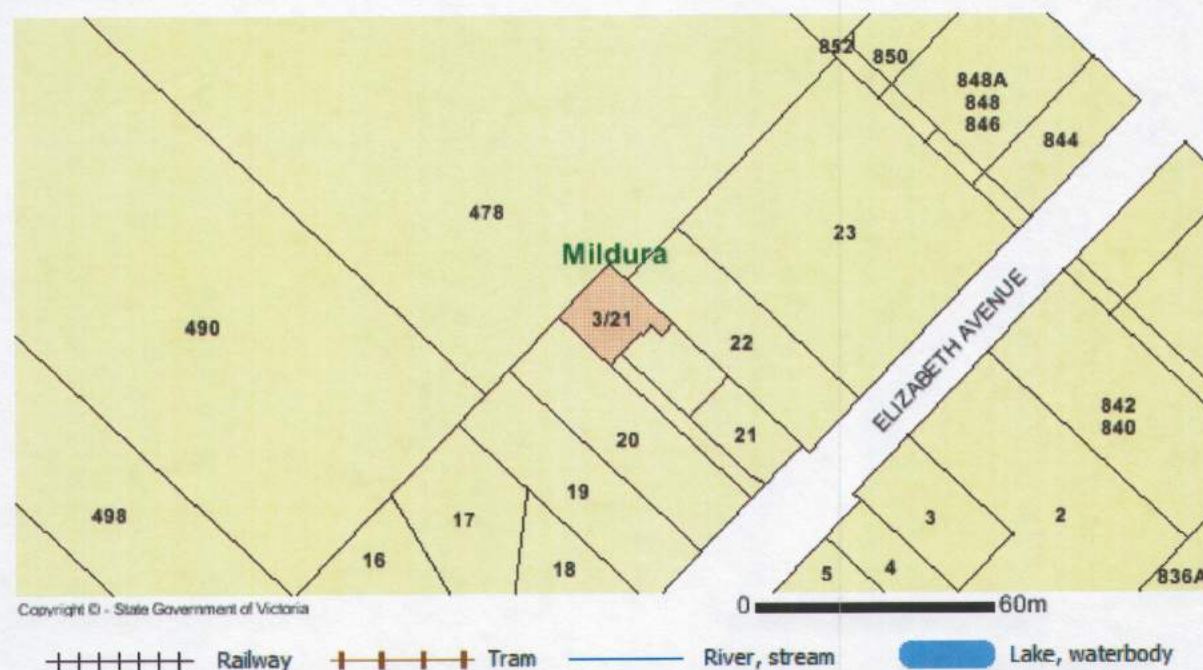
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 04 October 2021 10:51 AM

PROPERTY DETAILS

Address: UNIT 3/21 ELIZABETH AVENUE MILDURA 3500
Lot and Plan Number: Lot 3 PS725045
Standard Parcel Identifier (SPI): 3\PS725045
Local Government Area (Council): MILDURA
Council Property Number: 412044
Planning Scheme: Mildura
Directory Reference: VicRoads 535 L10

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

Rural Water Corporation: Lower Murray Water
Urban Water Corporation: Lower Murray Water
Melbourne Water: outside drainage boundary
Power Distributor: POWERCOR

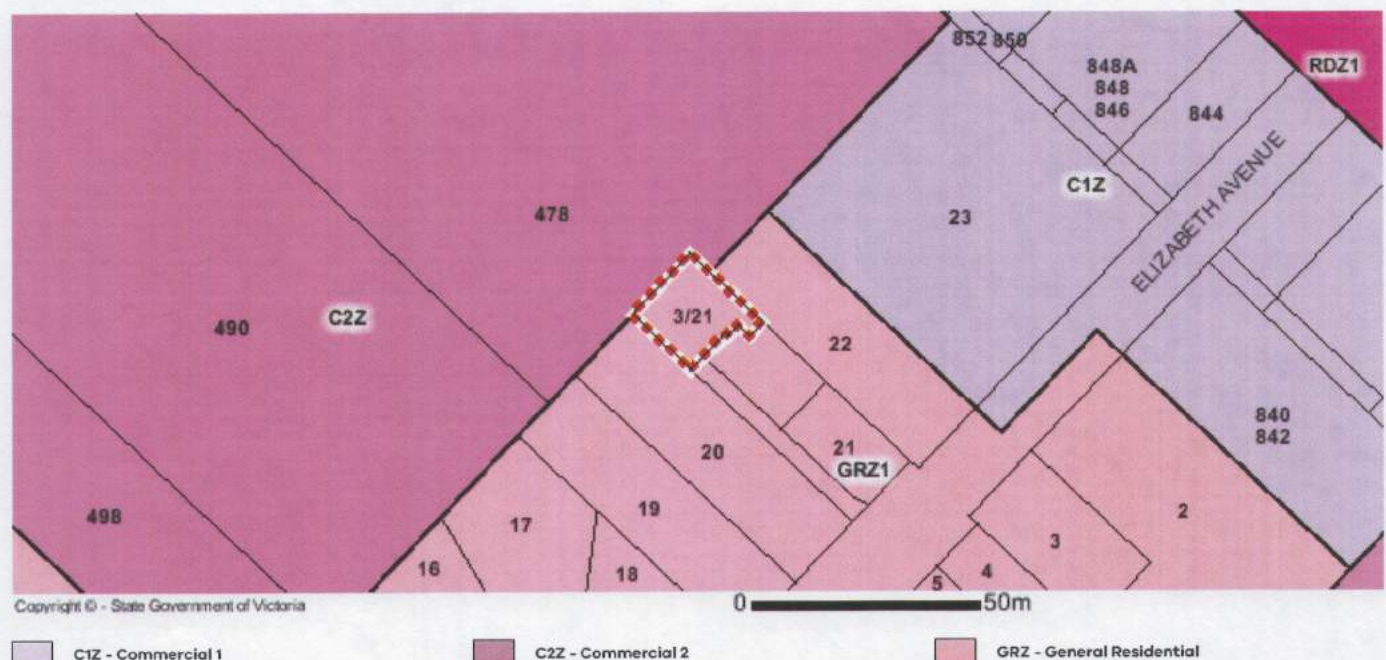
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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C1Z - Commercial 1
C2Z - Commercial 2
GRZ - General Residential
RDZ1 - Road - Category 1

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

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 3/21 ELIZABETH AVENUE MILDURA 3500

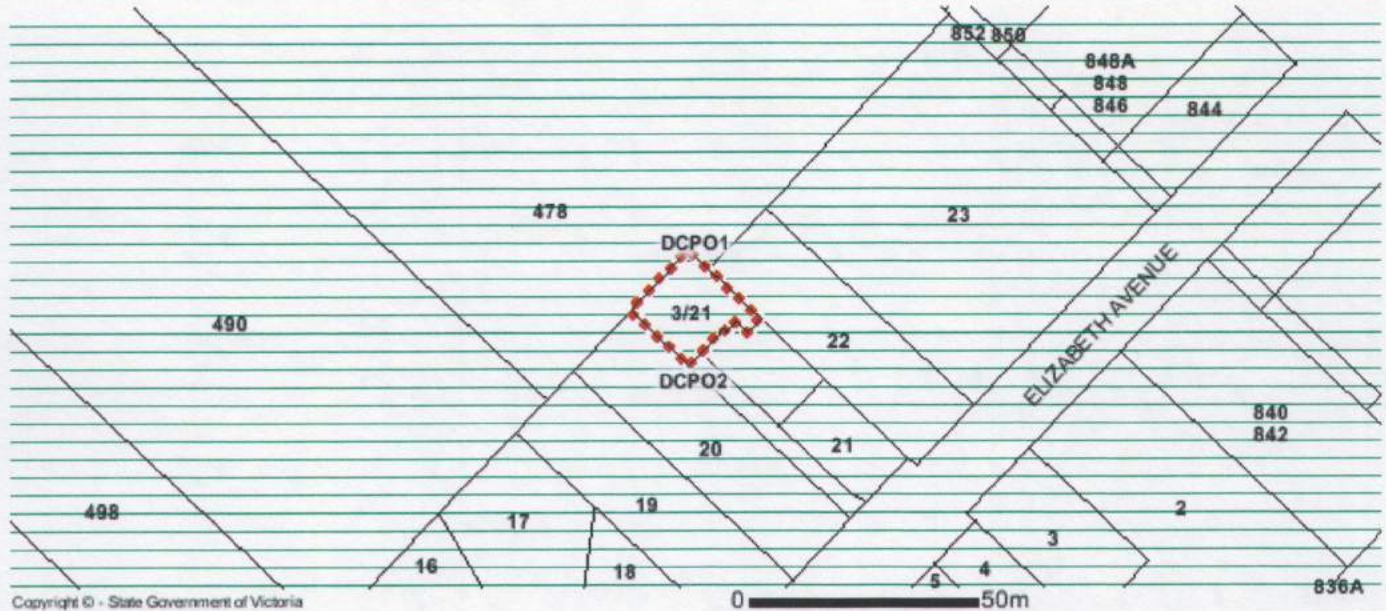
Page 1 of 4

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

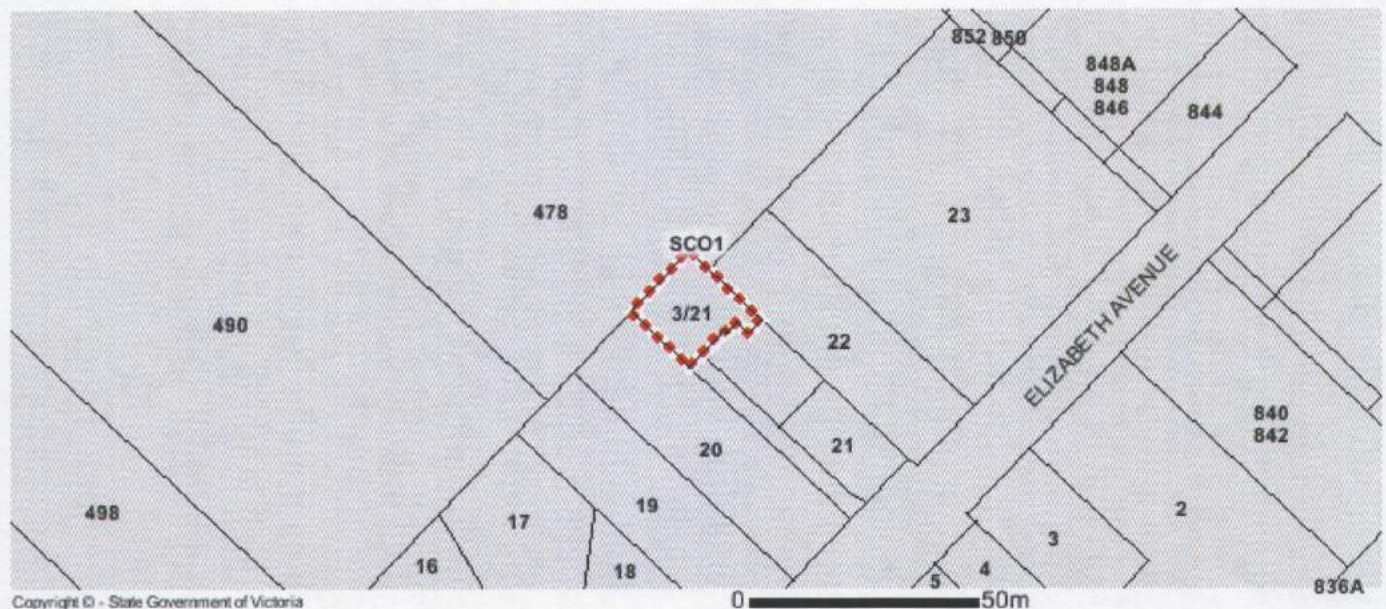



 DCPO - Development Contributions Plan

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



 SCO - Specific Controls

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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Planning Overlays

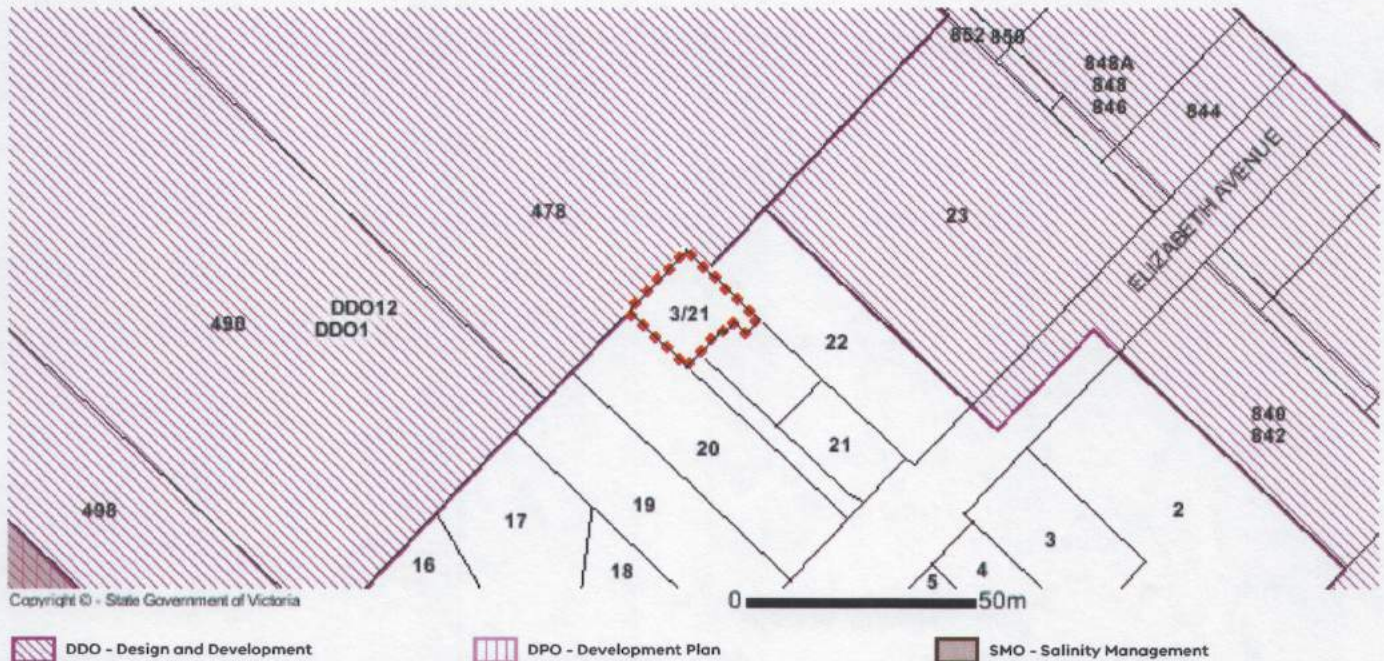
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)

SALINITY MANAGEMENT OVERLAY (SMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 29 September 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

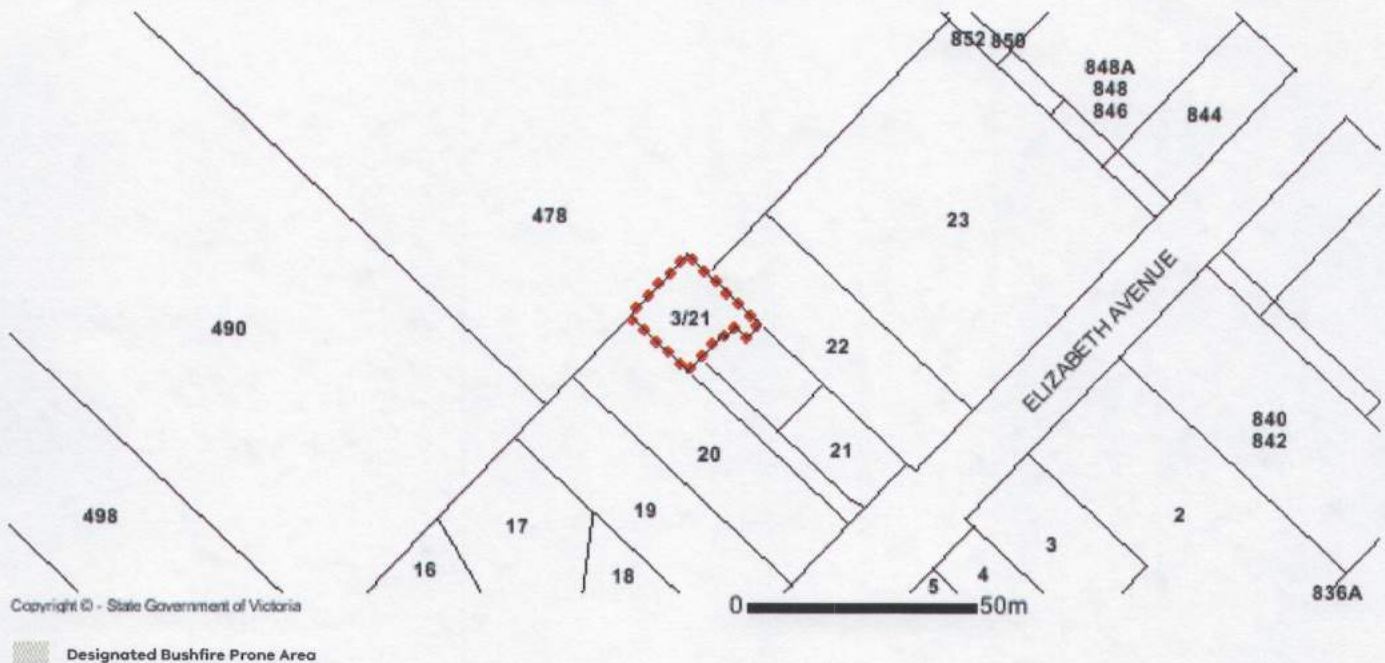
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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



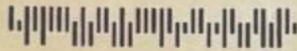
Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 498 937 037



Mrs R L Morello
4 Colonel Court
MILDURA VIC 3500

033

R2_5087

Total Rates & Charges For this Year

\$2,518.66

Refer below for payment options

Rate and Valuation Notice

1 July 2021 to 30 June 2022

Property Location & Description

Unit 3 21 Elizabeth Avenue MILDURA VIC 3500
Lot 3 PS 725045K

AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse

RATING DETAILS

Residential Rate	0.0059305	327000	\$1,939.27
Waste Management	446.1	1	\$446.10

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	114.00	1	\$114.00
Residential Fire Levy (Variable)	0.000059	327000	\$19.29

Assessment No: 412044

Issue Date 6 August 2021

Rate declaration date: 1 July 2021

Capital Improved Value: 327,000

Site Value: 91,000

Net Annual Value: 16,350

Valuation Date: 1 January 2021

TOTAL AMOUNT

\$2,518.66

Payment In full

Due 15 Feb 2022
\$2,518.66

Or

1st Instalment

Due 30 Sep 2021
\$629.65

2nd Instalment

Due 30 Nov 2021
\$629.67

3rd Instalment

Due 28 Feb 2022
\$629.67

4th Instalment

Due 31 May 2022
\$629.67

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mrs R L Morello

Unit 3 21 Elizabeth Avenue MILDURA VIC 3500

Assessment No: 412044

Payment In Full: \$2,518.66

Or 1st Instalment: \$629.65



Biller code: 93922
Ref: 4120440

BPAY this payment via internet or phone banking
BPAY View View and pay this bill using internet banking
BPAY View Registration No.: 4120440

POST billpay



Full Payment *41 4120440



Post Billpay Biller code: 0041
Ref: 4120440

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555 054 730B

Internal Use Only

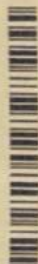


Call Centre: 1800 808 830
(incl. 24 Hour Faults & Emergencies)



lmw.vic.gov.au
E contactus@lmw.vic.gov.au

URBAN ACCOUNT
Date Of Issue 16/07/2021



MRS RL MORELLO
4 COLONEL COURT
MILDURA VIC 3500

Reference No: 067079

Amount Due: \$174.22

Due Date: 13-AUG-2021

Tariffs and Charges Notice
1st Quarter 2021/22
01/07/2021 - 30/09/2021

POST *850 700670797

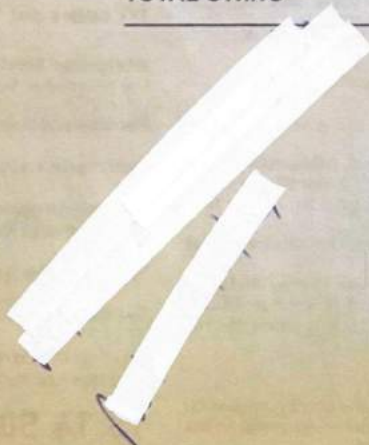
Property Address : U 3/21 ELIZABETH AVENUE MILDURA VIC 3500 (Prop:67079) - Urban Account
Lot 3 PS 725045K

Water Service Tariff
Sewerage Service Tariff

Charge
51.84
122.38

Balance
51.84
122.38

TOTAL OWING \$174.22



Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment
Online at lmw.vic.gov.au - Pay your Account

067079
U 3/21 ELIZABETH AVENUE MILDURA VIC 3500 (Prop:67079) - Urban Account



Direct Debit
Please contact your local office



*850 700670797

\$174.22



Centrepay
Use Centrepay to arrange regular deductions
from your Centrelink payment.
Simply call our Call Centre: 1800 808 830



Billpay Code: 0850
Ref: 7006 7079 7

Pay in person at any Post Office



Billers Code: 78477
Ref: 7006 7079 7

BPAY® - Make this payment via internet
or phone banking.
BPAY View® - Receive, view and pay this
bill using internet banking.
BPAY View Registration No: 7006 7079 7

Amount Due

\$174.22



Billers Code: 78477
Ref: 7006 7079 7

Contact your bank or financial institution to make this payment from your cheque,
savings, debit, credit card or transaction account. More info bpay.com.au



Payment Ref: 7006 7079 7

By Phone

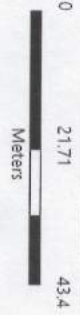
Pay by phone: (03) 8672 0582
Standard call charges apply

See reverse for
In Person and By Mail options



Legend

- Urban Water Pipeline
- Retired Pipeline
- Urban Sewer
- Gravity Pipeline
- Pressure Main
- Rising Main
- Rural Main
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline
- Rural Irrigation
- Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Rural Drainage
- Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline



1:1,140
Printed: 05/10/2021

GDA_1994_MGA_Zone_54
© Lower Murray Urban and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to provide locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note for further assistance please contact LMW.



OWNERS CORPORATION CERTIFICATE

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

As at 18th October 2021

1. OWNERS CORPORATION DETAILS

Plan Number: PS725045K

Address of Plan: 21 Elizabeth Avenue MILDURA VIC 3500

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address PO Box 3377 MILDURA VIC 3502

2. CERTIFICATE DETAILS

Vendor: Rita Leanne Morello

Postal Address for Lot 3 4 Colonel Court MILDURA VIC 3500

Purchaser:

Person requesting Certificate: Rita Leanne Morello

Reference:

Address: 4 Colonel Court MILDURA VIC 3500

Fax:

E-mail: Owners email

3. CURRENT ANNUAL LEVY FEES FOR LOT 3

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 3 are **1,085.00 per annum** commencing on 1 October 2021. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/10/21 to 31/03/22	542.50	11/11/21	Paid
01/04/22 to 30/09/22	542.50	01/04/22	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 3.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th October 2021

For Plan No. PS725045K - Lot 3

4. CURRENT LEVY POSITION FOR LOT 3

Fund	Balance	Paid To
Administrative	0.00	31 March 2022
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 3.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 3 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 18 October 2021:

Account / Fund	Amount
Administrative Fund	1,550.00
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 18 OCTOBER 2021	\$1,550.00

8. INSURANCE

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

Policy

Policy No.	CAH0010438
Expiry Date	14-October-2022
Insurance Company	CHU Underwriting Agencies
Broker	Resolute Property Protect Pty Ltd
Premium	800.35

Cover Type

Cover Type	Amount of Cover
Community Income	15,000
Community Property	100,000
Fidelity Guarantee Insurance	100,000
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Machinery Breakdown Insurance	10,000
Office Bearers Liability Insurance	1,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	300,000/3,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th October 2021

For Plan No. PS725045K - Lot 3

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate Management (Mildura)
ABN / ACN:	ABN 64 110 072 092 /
Address of Manager:	143 Langtree Avenue MILDURA VIC 3500
Telephone:	03 5021 3421
Facsimile:	
E-mail Address:	mildura@acebodycorp.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th October 2021

For Plan No. PS725045K - Lot 3

SIGNING

The common seal of Plan No. PS725045K, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Bruce Watson

Company: ABC Training & Business Services Pty Ltd

Address of registered office: 143 Langtree Avenue MILDURA VIC
3500

19/10/2021

Date



Common Seal
of Owners Corporation



Ace Body Corporate Management (Mildura)

Phone: 03 5021 3421 Fax: 03 5021 3377
Email: mildura@acebodycorp.com.au
Postal: PO Box 3377 Mildura VIC 3502
ACN: 110 072 092

Professional Personal Service

www.acebodycorp.com.au

Rita Leanne Morello
4 Colonel Court
MILDURA VIC 3500

19th October 2021

Dear Rita Leanne Morello

Re: OWNERS CORPORATION CERTIFICATE - LOT 3, PLAN NO. PS725045K

In response to your request, we now attach an Owners Corporation Certificate for Lot 3 in Plan No. PS725045K dated 18th October 2021. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

Yours faithfully

Registered Manager

Full name: Bruce Watson
Company: ABC Training & Business Services Pty Ltd
Address of registered office: 143 Langtree Avenue MILDURA VIC 3500

19/10/2021

Date

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

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.

Model rules as applying to Owners Corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

A Committee may appoint members to a sub-committee without reference to the Owners Corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for 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.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External Appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on 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*.



ACE BODY CORPORATE MANAGEMENT
PROFESSIONAL PERSONAL SERVICE

Owners Corporation PS725045K

(21 Elizabeth Avenue Mildura Vic 3500)

MINUTES OF THE INAUGURAL GENERAL MEETING

held at 2-00pm on Monday 11th October 2021
by Teleconference

1.	Attendance Lots 1 to 3...Rita Morello Apologies Nil	Also in attendance by invitation: Bruce Watson of Ace Body Corporate Management (Mildura).
2.	Proxy Holders – Nil	
3.	Confirmation of Entitlement to Vote <i>As per the Owners Corporations Act 2006 a lot owner who is in arrears for any amount owed to the owners corporation is not entitled to vote on an ordinary resolution. Members are always entitled to vote in a case where a special resolution or unanimous resolution is required. (refer section 94 of Owners Corporation Act 2006)</i> As this is the Inaugural Meeting of Owners Corporation PS725045K, all members are considered eligible to vote.	
4.	Quorum A quorum is 50% of Lot Owners represented in person or by proxy. A quorum was achieved at this meeting.	

Resolutions and General Business:

Item:	Discussion:	Type of resolution	Votes For	Votes Against
Agenda Item 2 Introduction to Act & Regulations	Introduction to an Owners Corporation, the Owners Corporations Act (Vic) 2006 & Regulations 2018, the Plan of Subdivision and the role of a Manager.	Ordinary	3	0
Agenda Item 3 Appointment of Chair	Resolved that Rita Morello be appointed Chairperson and Bruce Watson Minute-taker of this meeting.	Ordinary	3	0



ACE BODY CORPORATE MANAGEMENT

PROFESSIONAL PERSONAL SERVICE

<p><u>Agenda Item 4</u> Appointment of Manager</p> <p>And</p> <p>Election of the Committee, Chairperson and Secretary</p>	<p>Resolved that Bruce Watson, sole director of ABC Training & Business Services Pty Ltd trading as Ace Body Corporate Management (Mildura) be appointed Manager and Delegate for Owners Corporation PS724045K on the terms as outlined in the standard Owners Corporation Victoria Contract of Appointment as presented at this meeting, AND further resolved that the lot owner (or their proxy) would sign this agreement at a time subsequent to this meeting, as witness to the common seal of this Owners Corporation (to be ordered and affixed by Manager after this meeting).</p> <p>The Manager advised that under the Act as the Owners Corporation had less than 13 lots it was not mandatory to form a Committee, however a Chairperson of the Owners Corporation needed to be elected and recorded.</p> <p>Resolved to elect Rita Morello as Chairperson of Owners Corporation PS724045K, that a committee was not required and further that the Manager would assume the role of Secretary, but with no voting rights.</p>	<p>Ordinary</p> <p>Ordinary</p>	<p>3</p> <p>3</p>	<p>0</p> <p>0</p>
<p><u>Agenda Item 5</u> Rules of the Owners Corporation</p> <p><u>Agenda Item 6</u> Disputes</p> <p><u>Agenda Item 7</u> That the Strata Insurance be confirmed, varied or extended.</p>	<p>Resolved that in the absence of making specific Rules, Owners Corporation PS724045K would adopt the "Model Rules" as provided for in the Act 2006 and Regulations 2018.</p> <p>Manager outlined the Dispute Resolution Process per part 10 of Owners Corporations Act 2006 and section 6 of the "Model Rules".</p> <p>Insurance Review</p> <p>Noted by the meeting that the Owners Corporation did not hold a current Public Liability Policy for the common property.</p> <p>Resolved by meeting that the Manager arrange for a CHU Strata Insurance policy, with a cover for the common property of \$20,000,000-.</p> <p><i>The Manager discloses that he is an Authorized Representative of CHU Insurance Underwriting Ltd, Resolute Insurance Brokers and Whitbread Insurance Brokers and could receive a commission of no more than 20% on the base premium of insurance placed with these companies. The Manager was authorized only to provide Factual or General Advice. We recommend that you refer to the Product Disclosure Statement in order to make your own assessment on whether the product satisfies your needs and objectives.</i></p>	<p>Ordinary</p> <p>Ordinary</p> <p>Ordinary</p>	<p>3</p> <p>3</p> <p>3</p>	<p>0</p> <p>0</p> <p>0</p>



ACE BODY CORPORATE MANAGEMENT

PROFESSIONAL PERSONAL SERVICE

<p>Agenda Item 8 Common Property Items</p>	<p>The Manager had referred to a copy of Plan of Subdivision PS724045K for identification of common property areas. Noted by Meeting that there were no immediate maintenance items to be discussed.</p> <p>Safety Noted by meeting that the Owners Corporation, and its members, have a duty of care, as far as practical, to ensure that the common property is a safe environment for persons to enter and exit, and should they become aware of any risks or hazards these should be immediately reported to either the Chairperson or the Manager for attention.</p>	<p>Ordinary</p> <p>Ordinary</p>	<p>3</p> <p>3</p>	<p>0</p> <p>0</p>
<p>Agenda Item 9 Review & acceptance of Budget and Fees</p> <p>Agenda Item 11 Inaugural Meeting Resolutions</p>	<p>A Budget for the financial year 01/10/21 to 30/09/22 was discussed to raise an amount of \$3,100-00. Resolved that the initial Budget for Owners Corporation PS725045K for Financial Year 01/10/21 to 30/09/22 would be \$3,100-00 and that levies would be proportionate to Lot Liability at \$1054.00 for Lot 1, \$961.00 on Lot 2 and \$1085.00 on Lot 3, per annum and payable in 2 installments due on or before 31/10/21 and 30/04/22.</p> <p>To achieve compliance with various sections of legislation and ensure the smooth running of the Owners Corporation, the following resolutions were tabled and resolved by ordinary resolution of Owners Corporation PS725045K.</p> <p>A. Ordinary Resolution A: To resolve that the Owners Corporation delegates to the Manager the powers and functions set out in the instrument of delegation and contract of appointment.</p> <p>B. Ordinary Resolution B: To resolve to authorise the Manager to obtain, affix and hold the common seal in the name of the Owners Corporation.</p> <p>C. Ordinary Resolution C: To resolve to instruct the Manager to arrange insurance cover for the Owners Corporation as required by Part 3, Division 6 of the Owners Corporations Act 2006.</p> <p>D. Ordinary Resolution D: To resolve to give the Manager a standing direction to renew the Insurance as agreed/confirmed by the Owners Corporation.</p> <p>E. Ordinary Resolution E: To resolve that the Manager set the Fees Payable structure for each Financial Year as agreed/confirmed by the Owners Corporation.</p> <p>F. Ordinary Resolution F: To resolve that the Manager is authorised to collect the fees for the Owners Corporation and to solely operate a bank account with Macquarie Bank on behalf of the Owners Corporation.</p>	<p>Ordinary</p> <p>Ordinary</p> <p>Ordinary</p> <p>Ordinary</p> <p>Ordinary</p> <p>Ordinary</p>	<p>3</p> <p>3</p> <p>3</p> <p>3</p> <p>3</p> <p>3</p>	<p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>

Franchisee: ABC Training and Business Services Pty Ltd t/a Ace Body Corporate Management (Mildura)

Phone: (03) 5021 3421

PO Box 3377 Mildura VIC 3502

mildura@acebodycorp.com.au

www.acebodycorp.com.au

ACN 110 072 092



ACE BODY CORPORATE MANAGEMENT

PROFESSIONAL PERSONAL SERVICE

	G. Ordinary Resolution G: To resolve that the Manager on behalf of the Owners Corporation will obtain ABN, TFN and become GST registered (if applicable) pursuant to Taxation Ruling No. IT 2505 and in accordance with Australian Tax Office requirements.	Ordinary	3	0
	H. Ordinary Resolution H: To resolve that the Manager change the Postal Address to that of the Owners Corporation Manager and erect sign as required under the Act.	Ordinary	3	0
	I. Ordinary Resolution I: To resolve that the Financial Year for Owners Corporation PS725045K would run from 1 October to 30 September.	Ordinary	3	0
Agenda Item 10 General Business	Custody of Owners Corporation Register/Records would be retained by Manager at their office situated at 143 Langtree Mildura Vic to comply with various aspects of the Owners Corporations Act (Vic) 2006 and Regulations 2018.	Ordinary	3	0
Meeting Close 12	No further General Business, the meeting closed at 10-30am.			

Bruce Watson
 Ace Body Corporate Management (Mildura)
 11th October 2021

APPROVED ANNUAL BUDGET

21 Elizabeth Avenue Mildura VIC (PS 725045K)

For the initial twelve month period

Expenses

Owners Corporation Compliance/Set Up costs (Note 1)	\$	200.00
Public Liability Insurance (Note 2)	\$	800.00
Management Fee inc GST (Note 3)	\$	1,100.00
Common Property Utilities/Maintenance (Note 4)	\$	1,000.00
	\$	-
<u>Total Expenses</u>	\$	3,100.00

Income from Lot Owner Contributions **\$ 3,100.00**

Lot Owner Levy Contributions

Lot 1	per annum	\$	1,054.00
Lot 2	per annum	\$	961.00
Lot 3	per annum	\$	1,085.00

Notes 1 The set up fees are a once off cost only.

2 The Insurance premium estimate quoted has been based on a Public Liability Cover of \$20M.

3 The Management Fee is paid quarterly in advance from the Owners Corporation funds at bank. It is not paid direct by Lot Owners to the Manager.

4 The Common Property Maintenance is an estimate based on information supplied.

DUE DILIGENCE CHECKLIST

Consumer Affairs Victoria

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](https://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.

Contract of sale of land

Property address: Unit 3/21 Elizabeth Avenue, Mildura, Victoria 3500

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, the general conditions and any special conditions in that order of priority.

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 apply to you.

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

If you end the contract in this way, 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.

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; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body.

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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

**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 parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On ____ / ____ / 20 ____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

SIGNED BY THE VENDOR

On ____ / ____ / 20 ____

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	Collie & Tierney (Mildura) Pty Ltd ACN 38 005 110 118	Phone	03 5021 2200	Fax	03 5021 1213
Address	PO Box 378, MILDURA VIC 3502	Email	coltie@collieandtierney.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Rita Leanne Morello	Name	SEVENTH STREET LEGAL		
		Address	158 Seventh Street, Mildura VIC 3500		
Address	4 Colonel Court, Mildura, VIC 3500	Contact	Codi Chase		
		Email	codi@iamarinolaw.com		
ACN/ABN		Phone	03 5021 4276	Fax	03 5021 4476

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

☐ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11561	Folio 325	3	725045K
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

Unit 3/21 Elizabeth Avenue, Mildura 3500

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.**OR**☐ Listed as follows:

PAYMENT*General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more*See general condition 15(f) and (g).*

GST*General condition 13*☒ **No**, because:☐ Vendor not registered or required to be registered☒ Existing residential premises☐ Not in the course or furtherance of an enterprise☐ Going concern☐ Farmland used for farming business or sale of subdivided farmland to an associate☐ **Yes**, because:☐ Purchaser entitled to input tax credit☐ Purchaser **NOT** entitled to input tax credit☐ Margin scheme applies☐ Mixed supply

GST withholding*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*Notice required to be given by vendor ☐ Yes ☒ NoWithholding required by purchaser ☐ Yes ☒ No

No withholding for residential premises because:

☐ Vendor not registered or required to be registered☒ The premises are not new☐ The premises were created by substantial renovation

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered☐ The land includes a building used for commercial purposes☐ The purchaser is registered for GST and acquires the property for a creditable purpose

☐ The premises are commercial residential premises

SETTLEMENT

General condition 10

Is due on / /20

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

☐ The above date; or

☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

OR

☐ Subject to a lease, particulars of which are:

☐ Attached; or

☐ As follows:

TERMS CONTRACT

Add special conditions.

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

☐ Yes ☒ No

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within:

☐ 21 days OR ☐ 14 days from the contract date (approval period)

Lender:

Loan amount: \$

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

☐ Building report. Provider:

☐ Pest report. Provider:

Special conditions

☒ Yes ☐ No

1. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

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

- (c) 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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) 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

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.

- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if **'farmland used for farming business or sale of subdivided farmland to an associate'** is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

- (iv) Purchaser to remit withheld amount
 - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the

purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
 - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
- (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
- (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and

- (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings

in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or

- (ii) By pre-paid post; or
- (iii) By facsimile; or
- (iv) By email.

- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with 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.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.
- (b) The default notice must:

- (i) Specify the particulars of the default; and
- (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

- (ii) The vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
- (iv) 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
- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.