

Contract of sale of real estate – Particulars of sale

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property address 147 Ridgeway Parade SUNSHINE WEST VIC 3020

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

Important notice to purchasers

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

You are entitled to a refund of all the money you paid **except** for \$100 or 0-2% of the purchase price (whichever is more) if you end the contract in this way.

Exceptions

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

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

Signing of this contract

Warning: this is a legally binding agreement. You should read this contract before signing it.

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

Signed by the purchaser	
on dd/mm/yyyy	/ / 2021
Print name(s) of person(s) signing	
State nature of authority if applicable e.g. '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	X	X
on dd/mm/yyyy	/	/ 2021
Print name(s) of person(s) signing	JASON PATRICK BEZZINA (incorrectly shown on Title as Jason Patrick Stephen Bezzina) & JANIE PAULINE BEZZINA (incorrectly shown on Title as Jane Pauline Bezzina)	
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'		

The **day of sale** is the date by which both parties have signed this contract.

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor’s estate agent

Name:	Bells Real Estate - Sunshine West	
Address:	14 Devonshire Road SUNSHINE WEST VIC 3020	
Telephone:	Office: 03 9300 9000	Agent Mobile: 0403 214 933
Ref:	Tan Truong	
Email:	Office: sales@bellsrealestate.com.au	Agent: tan@bellsrealestate.com.au

Vendor

Name(s):	Jason Patrick Bezzina (incorrectly shown on Title as Jason Patrick Stephen Bezzina) & Janie Pauline Bezzina (incorrectly shown on Title as Jane Pauline Bezzina)
Address:	27 Hastings Avenue HOPPERS CROSSING VIC 3029

Vendor’s legal practitioner or conveyancer

Name:	Civic Conveyancing Werribee
Address:	2A Bridge Street WERRIBEE VIC 3030 (PO Box 222)
Telephone:	(03) 9731 1955
Ref:	HB:1531134
Email:	convey2@civiconline.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Ref:	
Email:	

Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11615	Folio	697	1	PS716230R

The land includes all improvements and fixtures.

Property address The address of the land	147 Ridgeway Parade SUNSHINE WEST VIC 3020
Goods sold with the land General condition 2.3(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

Payment (general condition 11)

Price	\$
Deposit	\$
by dd/mm/yyyy	/ / 2021
(of which [amount] has been paid)	\$
Balance payable at settlement	\$

GST (general condition 13)

The price includes GST (if any) unless the words ' plus GST ' appear in this box:	NOT APPLICABLE
If this is a sale of a 'farming business' or 'going concern' then add the words ' farming business ' or ' going concern ' in this box:	NOT APPLICABLE
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	NOT APPLICABLE

GST withholding

Notice is required if taxable supply of residential premises or potential residential land.

Special Condition 3 Notice to be given by Vendor: Yes No

NOTICE TO PURCHASER

Withholding required by Purchaser: Yes No

No withholding for residential premises because:

- the premises are not new
- the premises were not created by substantial renovation
- the premises are commercial residential premises

No withholding for potential residential land because:

- the land includes a building used for commercial purposes
- the purchaser is registered for GST and acquires the property for a creditable purpose
- the Vendor is not registered or required to be registered for GST and the sale is a one off capital sale and not part of an enterprise.

Settlement (general condition 10)

Is due on:
dd/mm/yyyy / / 2021

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

SUBJECT TO LEASE

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:
Periodic residential tenancy agreement determinable by notice

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

NOT APPLICABLE

and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender	
Loan amount	\$
Approval date	/ / 2021

Special conditions

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

SPECIAL CONDITIONS

Contract of sale of real estate—Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

3. GST Withholding

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

4. Electronic conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 4.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 4.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 4.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
 - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

5. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

6. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

7. Dwelling

The land and buildings as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

8. Loan Application Decline

If the Purchaser gives notice under General Condition 14.2 such notice must be accompanied by a letter from the Lender stating that a full loan application was submitted to the Lender, the date the full loan application was submitted to the Lender and confirmation that the application was declined by the Lender’s credit assessment department.

9. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10. FIRB Approval

- 10.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

11. Building Inspection Report

- 11.1 This special condition only applies if the dates in this special condition are completed prior to this contract being signed by the parties.
- 11.2 The Purchaser may end this contract if the Purchaser obtains a written report from a registered building practitioner or an architect (the Building Report) which discloses a major structural defect but only if the Purchaser serves written notice on the Vendor together with a copy of the Building Report by/...../20 . All monies must be immediately refunded to the Purchaser if this Contract of Sale is ended pursuant to this Special Condition.
- 11.3 In this special condition major structural defect is defined as a current defect in a structure on the land which is designated in the Building Report as a major building defect which cannot be repaired.

12. Pest Inspection Report

- 12.1 This special condition only applies if the dates in this special condition are completed prior to this contract being signed by the parties.
- 12.2 The Purchaser may end this contract if the Purchaser obtains a written report from a pest control operator licensed under Victorian law (the Pest Report) which discloses a pest infestation but only if the Purchaser serves written notice on the Vendor together with a copy of the Pest Report by/...../20 . All monies must be immediately refunded to the Purchaser if this Contract of Sale is ended pursuant to this Special Condition.
- 12.3 In this special condition pest infestation is defined as a current pest infestation on the land which is designated in the Pest Report as a major infestation affecting the structure of a building on the land.

13. COVID-19 (Coronavirus Disease)

- 13.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus then, should the settlement date fall within the quarantine or self-isolation period, the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 13.2 For the benefit of both parties to this transaction, should either party:
 - (a) Contract the Covid-19 virus;
 - (b) Be placed in quarantine or isolation in the property;
 - (c) Be directed to quarantine or self-isolate in the property; or
 - (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –Then the parties agree that the following provisions shall apply:
 - (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
 - (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
 - (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
 - (iv) If the Vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
 - (v) It is an essential term of this Contract that if the Vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

Contract of sale of real estate—general conditions

Part 2 of the standard form of contract formerly prescribed by the Estate Agents (Contracts) Regulations 2008

Title

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

The vendor warrants that the vendor:

- a) has, or by the due date for settlement will have, the right to sell the land; and
 - b) is under no legal disability; and
 - c) is in possession of the land, either personally or through a tenant; and
 - d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - a) public rights of way over the land;
 - b) easements over the land;
 - c) lease or other possessory agreement affecting the land;
 - d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
 - 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

- a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives:

- a) a release from the secured party releasing the property from the security interest; or

- b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- a) that:
 - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

- a) 21 days have elapsed since the day of sale; and
- b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

- a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. Settlement

10.1 At settlement:

- a) the purchaser must pay the balance; and
- b) the vendor must:
 - i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- a) to the vendor's licensed estate agent; or
- b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

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

11.3 The purchaser must pay all money other than the deposit:

- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- a) in cash; or
- b) by cheque drawn on an authorised deposit-taking institution; or
- c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if :

- a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - i) there are no debts secured against the property; or
 - ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- a) the parties agree that this contract is for the supply of a going concern; and
 - b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

Transactional

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

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

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

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

Default

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
	being the Sole Director / Directors of		ACN

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 300px;" type="text"/>
---	--

In the presence of

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name <input style="width: 300px;" type="text"/>	<input style="width: 300px;" type="text"/>
---	--

In the presence of

Witness

Director(Sign)

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Jason Patrick Bezzina (incorrectly shown on Title as Jason Patrick Stephen Bezzina) and Janie Pauline Bezzina (incorrectly shown on Title as Jane Pauline Bezzina)
Property:	147 Ridgeway Parade SUNSHINE WEST VIC 3020

VENDORS REPRESENTATIVE
Civic Conveyancing Werribee

2A Bridge Street
WERRIBEE VIC 3030
PO Box 222

Tel: (03) 9731 1955
Email: convey2@civiconline.com.au

Ref: HB:1531134

SECTION 32 STATEMENT
147 RIDGEWAY PARADE SUNSHINE WEST VIC 3020

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows:

Their total does not exceed \$2,600.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT
147 RIDGEWAY PARADE SUNSHINE WEST VIC 3020

(d) PLANNING

Planning Scheme: Brimbank Planning Scheme
Responsible Authority: Brimbank City Council
Zoning: GRZ General Residential Zone – Schedule 1
Planning Overlay/s: DCPO Development Contributions Plan Overlay – Schedule 2

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT
147 RIDGEWAY PARADE SUNSHINE WEST VIC 3020

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Jason Patrick Bezzina (incorrectly shown on Title as Jason Patrick Stephen Bezzina) and Janie Pauline Bezzina (incorrectly shown on Title as Jane Pauline Bezzina)

Signature/s of the Vendor

xx

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 11615 Folio 697

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

VOLUME 11615 FOLIO 697

Security no : 124076333734D
Produced 27/02/2019 09:58 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 716230R.
PARENT TITLE Volume 08354 Folio 122
Created by instrument PS716230R 27/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JASON PATRICK STEPHEN BEZZINA
JANE PAULINE BEZZINA both of 27 HASTINGS AVENUE HOPPERS CROSSING VIC 3029
PS716230R 27/11/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG760440F 17/09/2009
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2608856

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 PS716230R 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: 147 RIDGEWAY PARADE SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

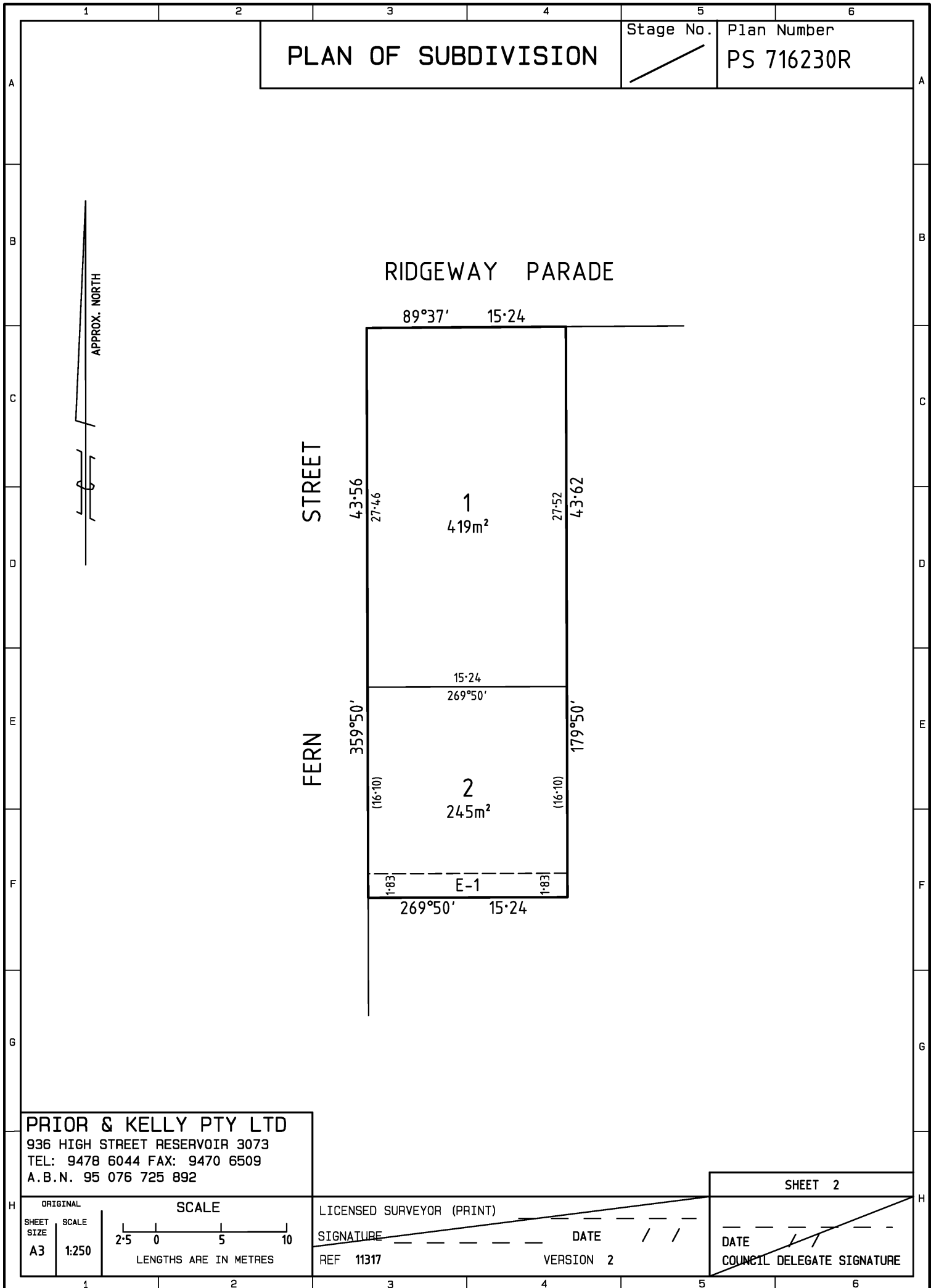
eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 27/02/2019, for Order Number 55698367. Your reference: JSJ:1531134 Bezzina.**

Signed by Council: Brimbank City Council, Council Ref: P131/2013, S24/2013, Original Certification: 10/12/2013, S.O.C.: 25/06/2015

PLAN OF SUBDIVISION	Stage No. <hr/>	LRS use only EDITION 1	PS 716230R	
Location of Land Parish: DERRIMUT Township: Section: 10 Crown Allotment: Crown Portion: 3 (PART) Title References: VOL 8354 FOL 122 Last Plan Reference: LOT 1178 ON LP11042 Postal Address: 147 RIDGEWAY PARADE SUNSHINE WEST 3020 MGA94 Co-ordinates: E 306 200 (Of approx. centre of plan) N 5 815 955 Zone 55	Council Certification Council Name: BRIMBANK CITY COUNCIL Ref:			
	Notations			
	THIS IS A SPEAR PLAN			
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Depth Limitation: DOES NOT APPLY				
Staging This is not a staged subdivision Planning Permit No.				
Survey: – This plan is not based on survey To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.				
Easement Information			<u>LRS use only</u> Statement of Compliance / Exemption Statement	
Legend: A – Appurtenant Easement E – Encumbering Easement R – Encumbering Easement (Road)			Received <input checked="" type="checkbox"/>	
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN			Date 11 / 11 / 2015	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP11042	LOTS ON LP11042
E-1	SEWERAGE	1.83	THIS PLAN	CITY WEST WATER CORPORATION
			<u>LRS use only</u> PLAN REGISTERED TIME: 8:27 am DATE: 27 / 11 / 2015 R. W. Grimwood Assistant Registrar of Titles	
			SHEET 1 OF 2 SHEETS	
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 11317 VERSION 2		_____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 (09/12/2013) SJC



PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

ORIGINAL SCALE

SHEET SIZE A3 SCALE 1:250

LENGTHS ARE IN METRES

2.5 0 5 10

LICENSED SURVEYOR (PRINT)

SIGNATURE _____ DATE / /

REF 11317 VERSION 2

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE _____

Plan of Subdivision PS716230R
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S033355P
Plan Number: PS716230R
Responsible Authority Name: Brimbank City Council
Responsible Authority Reference Number 1: P131/2013
Responsible Authority Reference Number 2: S24/2013
Surveyor's Plan Version: 2

Certification

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

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: Kristen Gilbert
Organisation: Brimbank City Council
Date: 10/12/2013

5485883 PROUDFOOT & HORTON
87 Queen Street, Melbourne.
Cpd. 10/1
5390378
5362428
2608856
MICROFILMED
MICROFILMED
MICROFILMED
VICTORIA
FILE
22/6
Cod. 30/14
TRANSFER OF LAND



H. SCOTT PROPRIETARY LIMITED (in liquidation) of 440 Little Collins Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of SEVEN HUNDRED AND SIXTY POUNDS paid to it by HENRY SCOTT THE ELDER Investor, HENRY SCOTT THE YOUNGER Secretary, ADRIENNE SCOTT Married Woman, IRMA ADRIENNE DEAM Married Woman and RICHARD ST. PATRICK MOORE Manager all of 229 Collins Street Melbourne DOETH HEREBY TRANSFER to the said HENRY SCOTT THE ELDER, HENRY SCOTT THE YOUNGER, ADRIENNE SCOTT, IRMA ADRIENNE DEAM and RICHARD ST. PATRICK MOORE as tenants in common in equal shares ALL its estate and interest in ALL THOSE pieces of land being FIRSTLY Lots 41, 42, 122, 123, 156, 159, 167, 199, 259, 260, 277, 315, 330, 366 and 394 on Plan of Subdivision No. 11670 lodged in the Office of Titles being parts of Crown Portion B Section 9 parts of Crown Portion C part of Crown Portion 9 Section 10 part of Crown Portion 8 Section 10 and part of Crown Portion 6 Section 10 Parish of Derrimut County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 5018 Folio 414 SECONDLY Lots 841, 848, 852, 854, 887, 893, 947, 952, 954, 955, 968, 993, 1002, 1007, 1019, 1020, 1036, 1050, 1051, 1054, 1055, 1064, 1107, 1109, 1120, 1137, 1148, 1156, 1167, 1169, 1170, 1177, 1178, 1183, 1227, 1236, 1245, 1272, 1273, 1301, 1318, 1348, 1354, 1355, 1356, 1389, 1393, 1404, 1405, 1444, 1448, 1454, 1477, 1521, 1531, 1534, 1541, 1619, 1675, and 1676 on Plan of Subdivision No. 11042 lodged in the Office of Titles being parts of Crown Portion 4 Section 10 parts of Crown Portion 7 Section 10 parts of Crown Portion A parts of Crown Portion 3 Section 10 parts of Crown Portion 6 Section 10 and parts of Crown Portion 2 Section Parish and County aforesaid and being parts of the land more particularly described in Certificate of Title Volume 5018 Folio 413 AND THIRDLY Lot 1335 on Plan of Subdivision No. 11042 lodged in the Office of Titles being part of Crown Portion 2 Section 10 Parish and County aforesaid and being the whole of the land comprised in Certificate of Title Volume 5351 Folio 046 AND the said Henry Scott the Elder, Henry Scott the Younger, Adrienne Scott, Irma Adrienne Deam and Richard St. Patrick Moore DO HEREBY for themselves their respective administrators and

*See next page for setting out.
901
8.10.59.*

IMAGED

W

19 JAN 1959

*for 47 8051
1002 in 5599391
29/1/59
804
598
731*

transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof jointly and severally COVENANT with the said H. Scott Proprietary Limited (in liquidation) its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificates of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay gravel stone or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or potteryware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 11th day of September 1953.

THE COMMON SEAL of H. SCOTT
PROPRIETARY LIMITED (in liquidation)

was hereto affixed in the presence
of:

[Handwritten signature]
.....

[Handwritten signature]
.....

Liquidators

SIGNED by the said HENRY SCOTT THE
ELDER in Victoria in the presence

of:

[Handwritten signature]
Solicitor, Melbourne

[Handwritten signature]

SIGNED by the said HENRY SCOTT THE
YOUNGER in Victoria in the presence

of:

[Handwritten signature]

[Handwritten signature]

2608956

SIGNED by the said ADRIENNE SCOTT in)
Victoria in the presence of:

A. Scott

Kerry W. Houston

SIGNED by the said IRMA ADRIENNE DEAM)
in Victoria in the presence of:

Irma Deam

Kerry W. Houston

SIGNED by the said RICHARD ST. PATRICK)
MOORE in Victoria in the presence of:

R. Moore

Kerry W. Houston

ENCUMBRANCES REFERRED TO:

As to so much of the land hereby transferred as is coloured blue on the said Plans of Subdivision - The Easements (if any) affecting the same.

9/13/15

The Covenant contained in Instrument of Transfer No 1343385

10 CERTS TO ISSUE.	4 TH Cert. Fee. Red & Blue	7 TH Cert. Fee. Red & Blue
<p>1ST CERT. Fee. RED. SHEET 3</p> <p>5018/- 414 Part. Area not Given being lots 41, 42, 122, 123, 156 & 150 on L.P. 11670</p> <p>& being pt. C. Port. B Sec. 9 & pt. C. Port. C Parish of Derimut, Cty. of Bourke.</p> <p>Enc. The Covenant herein.</p>	<p>5018/- 413 Part. Area not Given. being lots 887, 893, 947, 952, 954, 955, 993 1120 & 1137 on L.P. 11042</p> <p>being pt. C. Port. 7 Sec. 10 and pt. C. Port. A. Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. herein.</p>	<p>5018/- 413 Part. Area not Given. being lots 1167, 1169, 1170, 1171, 1178, 1301 1318, 1348, 1354, 1355, 1356 & 1389 on L.P. 11042</p> <p>& being pt. C. Ports. 2, 3 & 6 Sec. 10 & pt. C. Port. A Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. herein.</p>
<p>2ND CERT. Fee. Red & Blue. SHEET 3</p> <p>5018/- 414 Part. Area not Given being lots 167, 199, 259, 260, 277, 315 & 330 on L.P. 11670.</p> <p>& being pt. C. Port. B Sec. 9 Parish of Derimut, Cty. of Bourke</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to the whole, the Cert. herein.</p>	<p>5TH Cert. Fee. Red & Blue 7+5</p> <p>5018/- 413 Part. Area Not Given being lots 841, 848, 852, 854, 968, 1002, 1007, 1019 1020, 1036, 1050, 1051, 1054, 1055, 1067, 1156 and 1183 on L.P. 11042</p> <p>and being pt. C. Ports. 3, 4, 5 & 6 Sec. 10 & pt. C. Port. A Par. & Cty. as aforesaid</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. herein.</p>	<p>6TH Cert. Fee. Red & Blue</p> <p>5018/- 413 Part. Area not Given being lots 1393, 1404, 1405, 1448, 1454, 1477 and 1619 on L.P. 11042</p> <p>& being pt. C. Port. 6 Sec. 10 Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. herein.</p>
<p>3RD Cert. Fee. Red. SHEET 1+2</p> <p>5018/- 414 Part. Under an Area being lots 366 and 394 on L.P. 11670</p> <p>& being pt. C. Ports. 6 & 9 Sec. 10 Par. & Cty. as in 1ST Cert.</p> <p>Enc. The Covenant herein.</p>	<p>6TH Cert. Fee. Red & Blue SHEET 4</p> <p>5018/- 413 Part. Area not Given. being lots 1107, 1109, 1127, 1236, 1245 1272 and 1273 on L.P. 11042</p> <p>and being pt. C. Port. 6 Sec. 10 Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Covenant herein.</p>	<p>9TH Cert. Fee. Red & Blue</p> <p>5018/- 413 Part. Area not Given being lots 1521, 1531, 1534, 1541, 1675 & 1676 on L.P. 11042</p> <p>& being pt. C. Ports. 2 & 6 Sec. 10 and pt. C. Port. A Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. herein.</p>
<p>8.10.54 St. B. 08/11 15-10-54</p>	<p>10TH Cert. FEE: RED & BLUE. 5351/- 046 WH. UNDER AN ACRE. being lots 1335 on L.P. 11042 and being pt. C. Port. 2 Sec. 10, Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. in T. 1343385 and the Cert. herein.</p>	<p>10TH Cert. FEE: RED & BLUE. 5351/- 046 WH. UNDER AN ACRE. being lots 1335 on L.P. 11042 and being pt. C. Port. 2 Sec. 10, Par. & Cty. as in 1ST Cert.</p> <p>Enc. as to Blue, the Camb. 212 etc.</p> <p>As to whole, the Cert. in T. 1343385 and the Cert. herein.</p>



Dated 1953

H. SCOTT PROPRIETARY LIMITED
(in liquidation)

to

H. SCOTT THE ELDER & ORS

TRANSFER OF LAND

PROUDFOOT & HORTON
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2608856

was entered on the 30 Nov 1953

in the Register Book Vol. 5 Fol. 5

J. Lawrence

Assistant Registrar of Titles

5351	046
5018	413
5018	414

Jan

Property Report

from www.land.vic.gov.au on 10 March 2021 03:47 PM

Address: 147 RIDGEWAY PARADE SUNSHINE WEST 3020

Lot and Plan Number: Lot 1 PS716230

Standard Parcel Identifier (SPI): 1\PS716230

Local Government (Council): BRIMBANK **Council Property Number:** 1116318

Directory Reference: Melway 26 A12

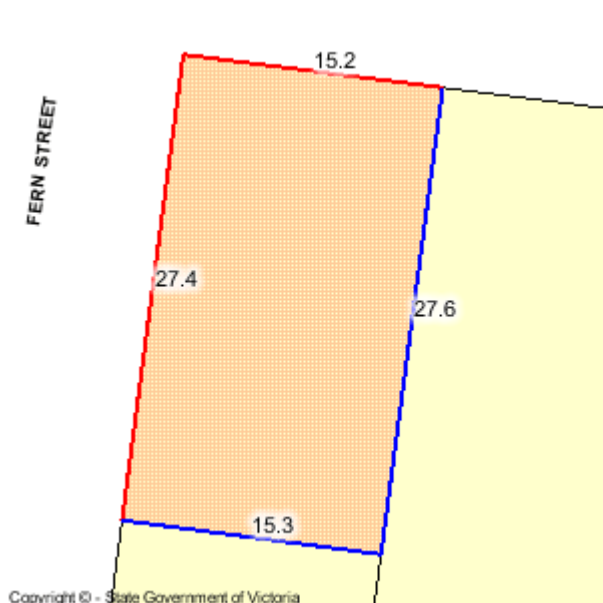
This property is not in a designated bushfire prone area.

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: 421 sq. m

Perimeter: 86 m

For this property:

— Site boundaries

— Road frontages

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

2 dimensions 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: WESTERN METROPOLITAN

Legislative Assembly: FOOTSCRAY

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside 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 Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 3 March 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](#)

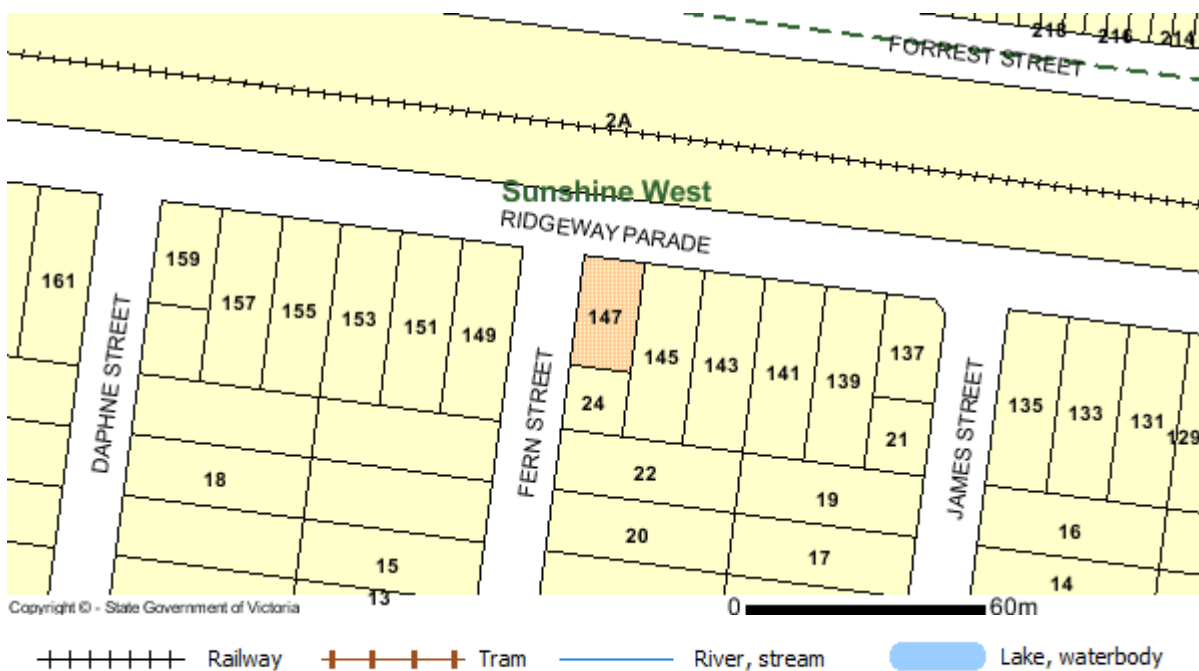
The Planning Property Report includes separate maps of zones and overlays

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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2020-21 Valuation and Rate Notice

For the Period 01 July 2020 to 30 June 2021

Brimbank City Council

PO Box 70
SUNSHINE VIC 3020
ABN 35 915 117 478



MR J P S & MRS J P BEZZINA
C/- MALAGA REAL ESTATE
UNIT 3 23 SUFFOLK RD
SUNSHINE NORTH VIC 3020

023
R1_14989

Tax Invoice

Assessment No. 1116318

Date of Issue 09 Sep 2020

Rate Enquiries

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

TTY: 03 9249 4999

Web: www.brimbank.vic.gov.au

Email: info@brimbank.vic.gov.au

Property 147 RIDGEWAY PDE SUNSHINE WEST VIC 3020
LOT 1 PLN 716230

AVPCC 110 : Detached Dwelling

Valuations		Valuation Effective Date
Capital Improved Value	\$450,000	1 January 2020
Site Value	\$360,000	
Net Annual Value	\$22,500	

Council Rates and Charges	Amount
Residential 0.002010 cents in the \$ on CIV	\$904.50
Municipal Charge	\$76.48
140ltr Environmental Charge x 1	\$389.11
Annual Council Rates and Charges 2020/2021	\$1,370.09

Fire Services Property Levy	
Fire Service Levy Residential Rate 0.000054 cents in the \$ on CIV	\$24.30
Fire Service Levy Residential Charge	\$113.00

Balance of 2020 - 2021 Rates and Charges \$1,507.39

The Fire Service Property Levy is collected for the State Government. They do not form part of Council revenue.

Instalment 1

Due 07 Oct 2020 \$379.39

Remaining Instalments

Instalment 2

Due 30 Nov 2020 \$376.00

Instalment 3

Due 28 Feb 2021 \$376.00

Instalment 4

Due 31 May 2021 \$376.00

Council has complied with the Victorian Government rates cap and has chosen to implement a 0% rate increase for 2020-21.

Late payments will attract interest at 10%

Payments made on or after 31 August 2020 may not have been deducted from this account.

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic, Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

Payment options (More payment options overleaf). *Please return this section if paying by mail.*

Online
Visit the Brimbank City Council website
www.brimbank.vic.gov.au

For emailed notices:
brimbank.enotices.com.au
Reference No: **0337C6B3FZ**

BPAY
Bill Code: 93948
Ref: 0000 1116 318
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account

Post Billpay
Billpay Code: 0355
Ref: 1116318
Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay

Amount Payable
\$379.39

Payment Due by
07 Oct 2020

BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 0000 1116 318



*355 1116318



GO TO BRIMBANK.ENOTICES.COM.AU

Register now at
brimbank.enotices.com.au



Reprinted Notices

To view and reprint your notices register at brimbank.enotices.com.au. You can extract a PDF copy at any time.



City West Water™

My account number is

1252 6846 1101

Invoice No.	T555992150
Service Address	147 Ridgeway Parade Sunshine West Lot 1 Plan 716230
Issue Date	24 Nov 2020
Water Faults & Emergencies (24 hours)	132 642
Enquiries & Support (8.30am-5.00pm Mon-Fri) Credit Card Payments & Balances (24 hours)	131 691
Interpreter Service	9313 8989
Mail Cheques	GPO Box 1152, Melbourne Vic 3001
General Mail	Locked Bag 350, Sunshine Vic 3020

MR J P & MRS J P BEZZINA
C/O MALAGA REAL ESTATE
3/23 SUFFOLK ROAD
SUNSHINE NORTH VIC 3020

City West Water Corporation

ABN 70 066 902 467

citywestwater.com.au

Account summary

	PREVIOUS BILL RECEIVED	\$220.95
	BALANCE	\$0.00
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	PLEASE PAY	\$141.93

AMOUNT DUE
\$141.93
PLEASE PAY BY
15 DEC 2020

Having trouble paying your bill?





We're here to help and have a range of payment options to support you at this time.

Visit citywestwater.com.au/assist to find out more.



Visit our website today

Details of charges - Residential

Previous Bill		
Previous Bill		\$220.95
Payments Received		
30/09/2020		-\$220.95
 BALANCE FORWARD		\$0.00
Network Charges		
	Charge Period	Charge \$
Water Network Charge	(01/10/2020 to 31/12/2020)	\$52.70
Sewerage Network Charge	(01/10/2020 to 31/12/2020)	\$63.15
 TOTAL NETWORK CHARGES		\$115.85
Other Charges		
Waterways & Drainage Charge	(01/10/2020 to 31/12/2020)	\$26.08
 TOTAL OTHER AUTHORITIES' CHARGES		\$26.08
 FINAL TOTAL, PLEASE PAY THIS AMOUNT		\$141.93

Visit citywestwater.com.au/charges or call 131 691 for more details about these charges.

MyAccount, your residential water account online

MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. To register visit citywestwater.com.au/myaccount

Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at MelbourneWater.com.au/wwdc

Need help paying your bill?

We understand that sometimes you may be facing difficulties. Our hardship and water efficiency programs offer support and can give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at citywestwater.com.au/assist

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice


Page 2 of 4


CCSEML_201123231855A.PRO>BIL_vOCT20.40>25/11/20>16:20:07>-----

Service Address: 147 Ridgeway Parade Sunshine West

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1252 6846 1101
-----------	-------------	------------	---

 **Direct Debit:** Visit citywestwater.com.au/paymentoptions or call 131 691

 **Mail cheque:** Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**


 **Credit Card:** Visit citywestwater.com.au/pay or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit citywestwater.com.au/assist to view our support options.



 **Bill Code:** 8789
Ref: 1252 6846 1101
Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au

 **Billpay Code:** 0362
Ref: 1252 6846 1101
Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 125268461101

+00125268461101>

+009201+

<0555992150>

<0000014193>

+444+

Schedule of Lease

Item 1: Date of Agreement: 20th June 2019

Item 2: Landlord: Name J & J Bezzina
C/O Malaga Real Estate Pty Ltd (619 076 130)
Address: c/- PO 3/23 Suffolk Road, Sunshine North VIC 3020

Item 3: Agent: Registered Business Name: **Malaga Real Estate Pty Ltd**
(619 076 130) Address: 3/23 Suffolk Road, Sunshine North VIC 3020
M: 0431 318 984 E: ben@malagarealestate.com.au

Item 4: Tenant (1): Name: Irmak Sanli
Address:

Item 4: Tenant (1): Name: Edward Osasa
Address:

Item 5: Premises 147 Ridgeway Parade Sunshine West Vic 3020

Item 6: Rental: \$1651.00 Payable on the 27th of each calendar month

Item 7: Break Lease Fee: Should you decide to terminate your Lease before your Lease termination date, you will incur a 'Break Lease Fee' equivalent to 2 weeks letting fee plus gst, \$250.00 advertising fee plus rent until a suitable tenant is found.

Item 8: Commencing on: 27th July 2019

Item 9: Rental Payments to Landlord/Agent at: **Malaga Real Estate Pty Ltd**
(Address of Landlord or agent) 3/23 Suffolk Road, Sunshine North VIC 3020

Item 10: Bond: \$1651.00 paid to Landlord/Agent Held with the RTBA

Where there is more than one tenant the amount, they each contribute are listed here.
Name: Amount: Name:

Item 11: Urgent Repairs: The Landlord *authorises the Agent *does not authorise the Agent to undertake urgent repairs up to \$1800.00 telephone/fax no. for urgent repairs 0431 318 984

*Fixed Term Agreements:

Item 12: Term: Fixed Term (12 Months)
Item 13: Commencement date: 27th July 2019
Item 14: Termination date: 26th July 2020

OR (*Delete where applicable)

*Periodic Tenancy:

Item 15: Commencement Date: 27th day of July 2020

Signed by the Landlord/Agent

Signed by the Tenant



Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.

Guarantee: To the within named Landlord _____

I/We

Of _____

Hereby Guarantee the punctual performance by the within named **tenant** of all the terms conditions and covenants contained in the above **Agreement**. You may without affecting my/our liability under this **Agreement** grant time or other concession to or compromise with the **Tenant** and this Guarantee shall be a continuing guarantee in all respects.

Signed, Sealed and Delivered

By the Guarantor in the presence of: _____ (Witness)

The **Tenant** hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Residential Tenancy Agreement

Residential Tenancies Act 1997

1. **This Agreement** is made on the date specified in item 1 in the Schedule hereto **between** the **Landlord** whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the Schedule and the **Tenant** whose name and address is specified in item 4 and the Schedule.

Premises and Rent

The **Landlord** lets to the **Tenant** the **Premises** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **Rental** shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the **Tenant** to the party Specified in item 8 in the Schedule.

Bond

The **Tenant** shall pay a **Bond** of the amount specified in item 9 of the Schedule to the **Landlord/Agent** on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the **Landlord/Agent** must lodge the **Bond** with the Residential Tenancies Authority within 5 business days of receiving the **Bond**.

Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 in the Schedule **Commencement** on the date specified in item 12 in the Schedule and **Ending** on the date specified in specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

This Agreement shall commence on the date specified in specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition of the Premises

The **Landlord** shall make sure that the premises are maintained in good repair.

3. Damage to the Premises

- (a) The **Tenant** shall make sure that care is taken to avoid damaging the rented premises.
- (b) The **Tenant** must take reasonable care to avoid damaging the premises and any common areas.
- (c) The **Tenant** who becomes aware of damage to the rented premises must give notice to the **Landlord** of any damage to the premises as soon as practicable.

4. Cleanliness of the Premises

- (a) The **Landlord** shall make sure that the premises are in a reasonably clean condition on the day which it is agreed that the **Tenant** shall enter into occupation of the premises.
- (b) The **Tenant** shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use of Premises

- (a) The **Tenant** shall not use or allow the premises to be used for any illegal purpose.
- (b) The **Tenant** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of the neighboring premises.

6. Quiet Enjoyment

The **Landlord** shall take all reasonable steps to make sure that the **Tenant** has quiet enjoyment of the premises.

7. Assignment or sub-letting

- (a) The **Tenant** shall not assign to sub-let the whole or any of the premises without the written consent of the **Landlord**. The **Landlord's** consent shall not be unreasonably withheld.
- (b) The **Landlord** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

(Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Due Diligence Checklist



What you need to know before buying a residential property

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

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