

Contract of Sale of Land

Property:

Unit 6, 44 Perth Avenue, Albion VIC 3020

Vu Conveyancing
8 Budge Street
NOBLE PARK VIC 3174
Tel: 0395466971
Ref: HV:21/4072

Contract of Sale of Land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; 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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor 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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2021

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2021

Print names(s) of person(s) signing: Wilson Bach Huynh and Angelina Sutanto

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Bells Real Estate - Sunshine
Address: 14 Devonshire Road, Sunshine VIC 3020
Email:
Tel: 93009000 Mob: Fax: Ref:

Vendor

Name: Wilson Bach Huynh and Angelina Sutanto
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Vu Conveyancing
Address: 8 Budge Street, Noble Park VIC 3174
Email: contact@vuconveyancing.com.au
Tel: 0395466971 Mob: Fax: Ref: 21/4072

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11392 Folio 246	2	642446B

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 6, 44 Perth Avenue, Albion VIC 3020

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

Price \$ _____
Deposit \$ _____ 10% on the signing hereof
Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____ Approval date: _____

Special Conditions

1. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulations which modify or replace those Rules.
2. The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of this sale and before paying any monies hereunder the Purchaser received from the Vendor a Statement in writing complying with the requirements of Section 32 of the Sale of Land Act, the company shall (if so required by the Vendors) forthwith after execution of this Contract procure the execution by each of its directors on the part of the Contract intended to be held by the Vendors, of the guarantee annexed to this Contract.
3. Any signatory for a corporate or other purchaser shall be personally liable for the due performance of the purchaser's obligations as if the signatory was the purchaser.
4. This Contract shall not be avoided on the ground that the chattels or personal property sold or any of them are not or cannot be delivered to the Purchaser and the Purchaser's right for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.
5. The Purchaser buys subject to any restrictions and covenants imposed by and pursuant to the provisions of the relevant Planning Scheme and any other Town Planning Acts or Schemes.
6. The Purchaser acknowledges that the agent has acted as Agent for the Vendor and that no information representation or warranty of the Vendors or his Agent was made with the intention or knowledge that it would be relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the agreement between the Vendor his Agent and the Purchasers.
7. Wherever appearing in this Contract of Sale, words importing persons shall include corporations, words importing singular or plural numbers shall include the plural and singular numbers respectively, and words importing the masculine gender shall include all genders as the case may require.
8. The purchaser shall be responsible for compliance with the provisions of any notice/notices relating to or affecting the property sold which are issued or served after the date of sale of this Contract.
9. The purchaser acknowledges that any improvement on the property comply with the Victorian Building Regulations, Council by-laws, relevant Statutes and any regulations thereunder. No such failure to comply shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor in relation thereto.
10. The Purchaser has purchased the property in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.
11. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
12. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss.
13. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to, and agrees to, pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

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

13.2 Interest payable by the Vendor under any existing mortgage over the property calculated from the due date;

13.3 Accommodation and/or storage expenses necessarily incurred by the Vendor;

13.4 Costs and expenses as between the Vendor's Solicitor and the Vendor;

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 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.
- 7.2 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.
- 8. SERVICES**
- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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.
- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.

18.7 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 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 lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 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.

19.5 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.
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.
- 20.2 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, together with written evidence of rejection or non-approval of the loan, 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 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.

- 24.2 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.
- 24.3 The remaining provisions of this general condition 24 only apply 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 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.
- 24.9 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 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.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be 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 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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.
- 25.6 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.

- 25.7 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a 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.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. 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.

30. TERMS CONTRACT

- 30.1 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.
- 30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. 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

33. 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 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.
- 34.2 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.

35. DEFAULT NOT REMEDIED

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.

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

SCHEDULES

SCHEDULE 1

Regulations 4, 5

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

Sale of Land Regulations 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if-

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors.

The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and

whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids-

- any person bidding for a vendor other than-
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the **Sale of Land Regulations 2005**. Copies of those laws can be found at the following web site: www.dms.doc.vic.aov.au under the title "Law Today".

**Auctioneer Statements at Public Auctions
Required under the Sale of Land (Regulations) 2005**

By law, I **MUST** advise you that:

1. Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2004 and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules permit the making of bids on behalf of the vendor.
3. The law prohibits the making of vendor bids other than by me as the auctioneer.
4. During the auction, I will say "VENDOR BID", when I make bids on the vendor's behalf.
5. I will indicate bidders on request.
6. The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
7. The law prohibits an intending bidder or person acting on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
8. The law provides for substantial penalties for any person who engages in prohibited conduct.

GUARANTEE

I/WE

Of

in the State of Victoria in consideration of the

within named Vendors selling to the within named Purchaser at our request the land described in the Contract contained herein (and to which this Guarantee is supplement for the price and upon such terms and conditions therein set forth **HEREBY COVENANT** with the Vendors that if at any time default shall be made by the Purchaser in the payment of the deposit or residue or purchase money or interest or other moneys payable by the Purchaser to the Vendors pursuant to the said Contract we the Guarantors shall on demand to the Vendors pay the whole or such deposit residue or other moneys which shall then be due to the Vendor as aforesaid and shall indemnify the Vendor against all loss of deposit or residue or the purchase money or other moneys hereby secured and all costs and charges and expenses whatsoever which the Vendors may incur by reason of any default on the part of the Purchaser its successors assigns and transferees hereunder **AND IT IS AGREED AND DECLARED** that this shall be a continuing guarantee and that the Vendors shall have the fullest liberty without affecting this Guarantee to postpone for any time or from time to time the performance of the purchaser's obligations under the contract or any such extension of time or other indulgence or forbearance on the part of the Vendors to require strict compliance with the terms and conditions of the said Contract shall in no way affect his Guarantee or the rights of the Vendors hereunder. That we further agree that in the event of the Guarantee for whatever reasons being or becoming unenforceable or void that each of us agree to indemnify and keep the Vendor indemnified in respect of any loss damage and costs that the Vendors may incur directly or indirectly in consequence of the Purchasers (whether original or substituted) default omission or delay in performance or completing of the terms covenants and obligations under the Contract entered into between the Vendor and the Purchaser.

IN WITNESS WHEREOF the Guarantors have hereunto place their hands and seals

this day of

SIGNED SEALED & DELIVERED by)
)
in the presence of:)

.....
WITNESS

SIGNED SEALED & DELIVERED by)
)
in the presence of:)

.....
WITNESS

Vendor Statement

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

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

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

Land	UNIT 6, 44 PERTH AVENUE, ALBION VIC 3020
------	------------------------------------------

Vendor's name	Wilson Bach Huynh	Date	/ /
Vendor's signature	<hr/>		
Vendor's name	Angelina Sutanto	Date	/ /
Vendor's signature	<hr/>		

Purchaser's name	Date
Purchaser's signature	/ /
<hr/>	
Purchaser's name	Date
Purchaser's signature	/ /
<hr/>	

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500.00

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

Not Applicable

Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

- | | |
|-----------------------------------|---------------------------------------------------------------------------------|
| (a) Name of planning scheme | CITY OF BRIMBANK COUNCIL |
| (b) Name of responsible authority | CITY OF BRIMBANK COUNCIL |
| (c) Zoning of the land | GENERAL RESIDENTIAL ZONE (GRZ);
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1) |

(d) Name of planning overlay DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO);
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
(DCPO2)

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

6.1 The owners corporation is an inactive owners corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Page 1 of 2

VOLUME 11392 FOLIO 246

Security no : 124090314735N
Produced 03/06/2021 11:13 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 642446B.
PARENT TITLES :
Volume 07888 Folio 018 to Volume 07888 Folio 019
Created by instrument PS642446B 03/12/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANGELINA SUTANTO
WILSON BACH HUYNH both of UNIT 6 44 PERTH AVENUE ALBION VIC 3022
AM552932R 11/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR703883V 29/11/2018
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH148346D 09/04/2010

DIAGRAM LOCATION

SEE PS642446B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 6 44 PERTH AVENUE ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 29/11/2018

OWNERS CORPORATIONS



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 386 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS642446B

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS642446B
Number of Pages (excluding this cover sheet)	3
Document Assembled	03/06/2021 11:15

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Signed by Council: Brimbank City Council, Council Ref: P135/2011, S40/2011, Original Certification: 23/05/2012, S.O.C.: 04/07/2012



Farren Group
Creating New Boundaries

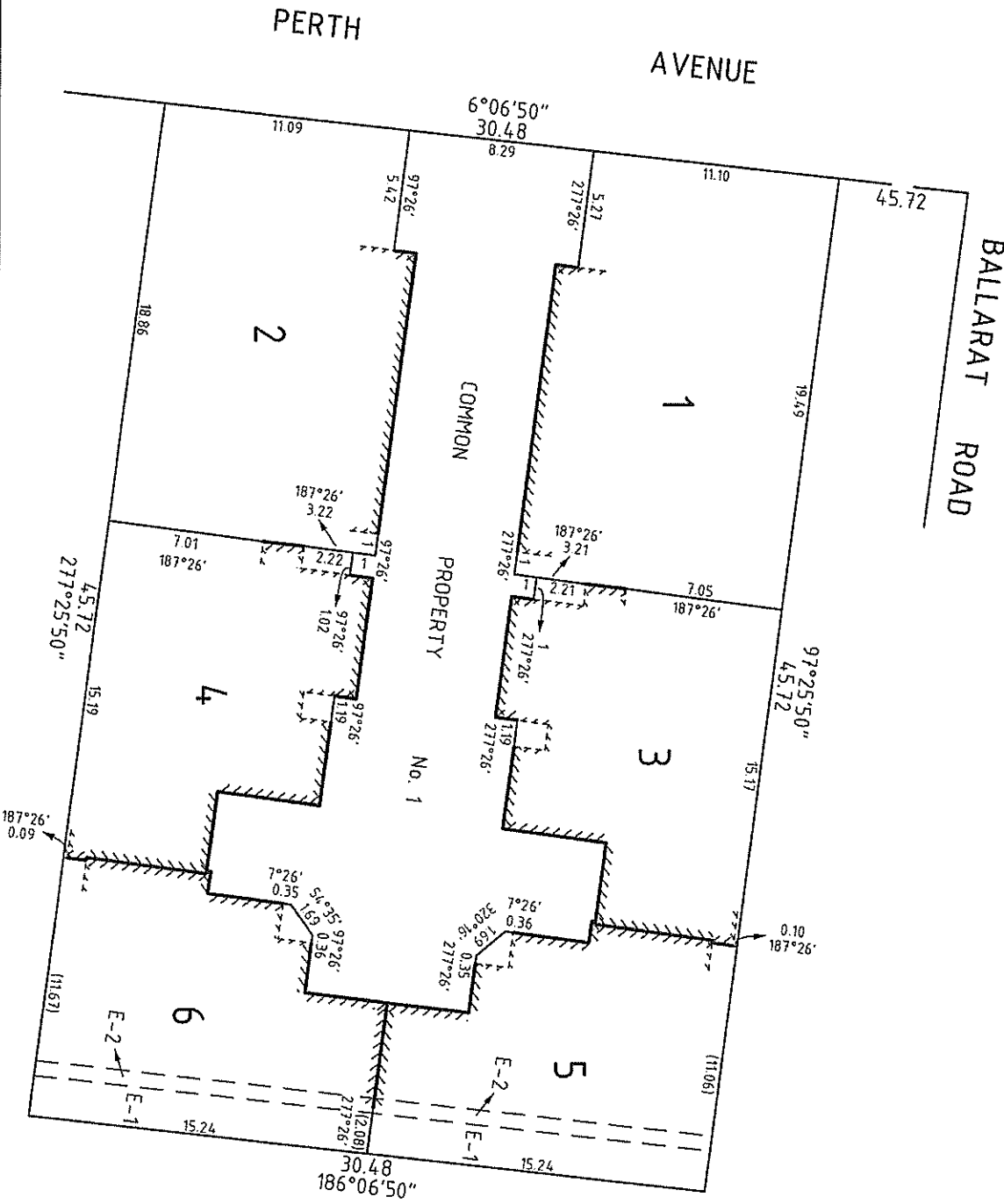
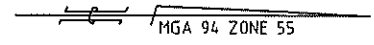
74 Manlympong Street
Footscray, 3011
Phone 9689 1000
Fax 9689 1002
admin@farrengroup.com.au

ORIGINAL
SHEET SIZE A3
SCALE 1:200

SCALE
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT J. SIGNORINI
SIGNATURE DIGITALLY SIGNED DATE
REF 5244 VERSION 02

SHEET 2
DATE / /
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No. / Plan Number
PS 642446B



**Plan of Subdivision PS642446B
Certification by Council (Form 5)**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S012228T
Plan Number: PS642446B
Responsible Authority Name: Brimbank City Council
Responsible Authority Reference Number 1: P135/2011
Responsible Authority Reference Number 2: S40/2011
Surveyor's Plan Version: 02

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 been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Catherine Cardwell
Organisation: Brimbank City Council
Date: 23/05/2012



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AH148346D
Number of Pages (excluding this cover sheet)	11
Document Assembled	03/06/2021 11:15

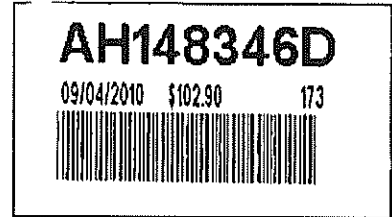
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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



Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: Russell Kennedy Solicitors
Phone: 03 9609 1555
Address: Level 12, 469 LaTrobe Street, Melbourne 3000
Ref: DVV: 121407-001662
Customer Code: 1513M

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

Land: *(Insert volume and folio reference) (if part only, define the part)*

volume 7888 folios 018 and 019

Authority: *(full name and address including postcode)*

Brimbank City Council of Municipal Offices, Alexander Avenue, Sunshine 3020

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the Authority:

Name of Officer:

LINDON WEBB

Date:

30 March 2010

AH148346D

09/04/2010 \$102.90 173



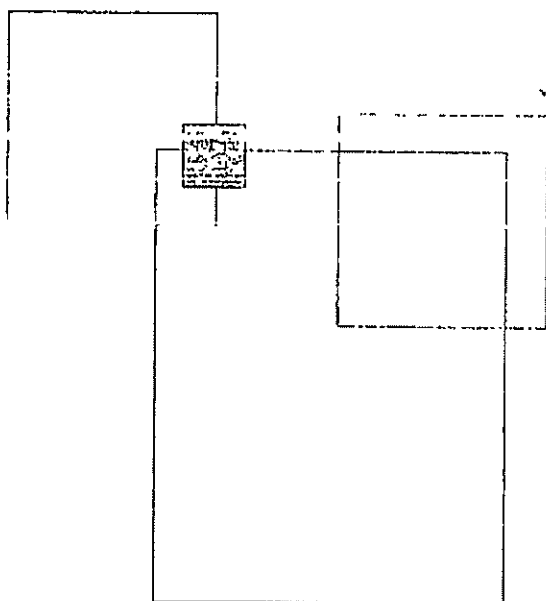
RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

BRIMBANK CITY COUNCIL

and

**ANTHONY SCOTT PAUL AZZOPARDI and
PAUL FELIX AGIUS**



**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: 44-46 Perth Avenue, Albion

Level 12
469 La Trobe Street
Melbourne Victoria 3000 Australia

PO Box 5146AA
Melbourne Victoria 3001
DX 494 Melbourne

Tel 61 3 9609 1555
Fax 61 3 9609 1600

www.rk.com.au

AFFILIATED FIRMS PRACTISING SEPARATELY IN
SYDNEY · BRISBANE · ADELAIDE · PERTH

Ref DVV 121407-00152

THIS AGREEMENT is made on

10 March

2009

PARTIES

1 **BRIMBANK CITY COUNCIL**
of Municipal Offices, Alexander Avenue, Sunshine Vic 3020
("Council")

2 **ANTHONY SCOTT PAUL AZZOPARDI**
of 34 Wyalong Street, Sunshine Vic 3020

and

PAUL FELIX AGIUS
of 3 Wyalong Street, Sunshine Vic 3020
("Owner")

AH148346D



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Owner requested that Council permit construction of the Building or Works (garage) within the Easement.
- D The Council consent to the construction of the Building or Works within the Easement is conditional upon, among other things, the Owner entering this Agreement.
- E The Land is encumbered by mortgage number AG418238M (certificate of title volume 7888 folio 019) in which Commonwealth Bank of Australia is named as mortgagee, and mortgage number AF575543K (certificate of title volume 7888 folio 018) in which National Australia Bank Ltd is named as mortgagee. The Mortgagees have consented to the Owner entering into this Agreement.
- F This Agreement has been entered into in order to:
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 **DEFINITIONS**

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement including the recitals and any annexures to this Agreement.

AH148346D

09/04/2010 \$102.90 173



2

- 1.3 "Application" means the application to the Council to construct a Building or construct or carry out Works within the Easement, that among other things requires Report and Consent, and for which a *Consent to enter into a section 173 agreement for building over an easement* form was signed by the Owner, or signed on behalf of the Owner, dated 15 October 2009.
- 1.4 "Building" means a building in terms of the *Building Act* 1993 that is the subject of the Application.
- 1.5 "Building Regulations" means the *Building Regulations 2006*.
- 1.6 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.7 "Claim" means all causes of action, suits, costs, claims and demands whatsoever arising out of or incidental to the works in, over on or appurtenant to the Easement and/or by reason of or incidental to the carrying out of construction, maintenance or repair of any Drain or other works within the Easement by the Council, its employees, agents and/or contractors.
- 1.8 "Drain" means any drain or associated works within the Easement, that is owned, managed, or administered by the Council.
- 1.9 "Easement" means an easement for drainage purposes that affects the Land.
- 1.10 "Land" means the land within the scheme known and described as 44-46 Perth Avenue, Albion being the land more particularly described in certificates of title volume 7888 folios 018 and 019.
- 1.11 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.12 "Report and Consent" means an application for report and consent pursuant to the Building Regulations for the construction of a Building or Works within the Easement.
- 1.13 "Scheme" means the Brimbank Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.14 "Works" means works in terms of the Act that is the subject of the Application.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement may be ended by mutual agreement between the parties.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended as to the whole of the Land or as to part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

AH148346D



4 OWNER'S COVENANTS

4.1 Council access

The Owner covenants and agrees to permit Council, its employees, agents and/or contractors to access the Easement at any time, following not less than 24 hours written notice, for the purpose of inspecting, excavating, constructing, installing, maintaining, removing or replacing any Drain.

4.2 Damage to the Building or Works

The Owner covenants and agrees that Council in performing any function under clause 4.1 above may cause damage to the Building or Works and that the Owner is solely responsible for any such damage.

4.3 Indemnity against Claim

The Owner covenants and agrees that at all times the Owner must indemnify Council against any Claim.

4.4 Damage to Council works

The Owner covenants and agrees:

4.4.1 that it is responsible for any damage to any Drain by way of the construction or erection of the Building or constructing or carrying out the Works within or adjacent to the Easement; and

4.4.2 that it must reinstate any Drain that it has damaged at its own expense as may be requested by the Council.

4.5 Structural sufficiency of buildings

The Owner covenants and agrees that it accepts full responsibility for the structural sufficiency of the Building or Works, having particular regard to the protection of and avoidance of damage to any Drain.

4.6 Costs incidental to construction

The Owner covenants and agrees to reimburse the Council upon a written request by Council for any additional costs incurred by Council associated with the construction, maintenance or repair of any Drain by reason of the construction or erection of the Building or constructing or carrying out the Works within or adjacent to the Easement by the Owner.

4.7 No demolition, modification or alteration

The Owner covenants and agrees not to demolish, re-erect or modify the Building or the Works without the prior written consent of Council.

4.8 Successors In title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this

AH148346D

09/04/2010 \$102.90 173



Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.9 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.10 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, enforcement and ending of this Agreement.

4.11 Mortgagee to be bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

4.12 General Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.13 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.13.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.13.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.13.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.13.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.13.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie

proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

- 4.13.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.13.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.13.8 if the Owner executes a mortgage as required by clause 4.13.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.14 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

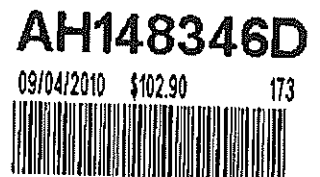
4.15 Owner's warranty

The Owner warrants and covenants that:

- 4.15.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.15.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.15.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.15.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 COUNCIL COVENANTS

Subject to the Owner entering this Agreement, the Council agrees to allow the Building or Works to be constructed on or adjacent to the Easement.





6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 7.1.1 personally on the person;
- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

AH148346D

09/04/2010 \$102.90 173



8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

AH148346D

09/04/2010 \$102.90 173



SIGNED, SEALED AND DELIVERED by and on behalf, and with the authority, of the BRIMBANK CITY COUNCIL by Leigh Harrison, General Manager Engineering and City Operations pursuant to the power delegated to that person by an Instrument of Delegation dated the 27 August 2009 in the presence of:

ACTIVE

LYNDON WEBB

INFRASTRUCTURE AND ENVIRONMENT

Lyndon Webb

Witness

Tia Nguyen

TIA NGUYEN

Name of witness (please print)

SIGNED SEALED AND DELIVERED by ANTHONY SCOTT PAUL AZZOPARDI in the presence of:

Anthony Scott Paul Azzopardi

Witness

Paul Felix Agius

SIGNED SEALED AND DELIVERED by PAUL FELIX AGIUS in the presence of:

Paul Felix Agius

Witness

Paul Felix Agius

AH148346D

09/04/2010 \$102.90 173



MORTGAGEES' CONSENT

Commonwealth Bank of Australia, as Mortgagee under Mortgage no. AG418238M which encumbers the Land (certificate of title volume 7888 folio 019) consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

SIGNED, SEALED and DELIVERED in Victoria for and on behalf of COMMONWEALTH BANK of AUSTRALIA by its Attorney SIMONA HILL under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that she is a CONVEYANCING OFFICER Victoria of COMMONWEALTH BANK OF AUSTRALIA in the presence of

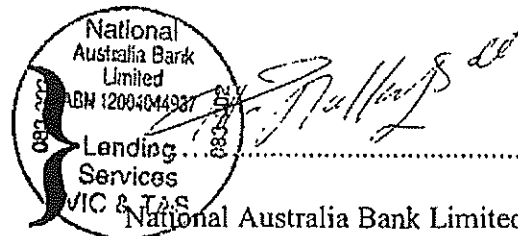
National Australia Bank Ltd as Mortgagee under Mortgage no. AF575543K which encumbers the Land (certificate of title volume 7888 folio 018) consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Mortgage No. AF577543K hereby consents to the within application.

Dated this 01 day of 02 2010

Executed by National Australia Bank Limited by its Attorney: KARTIKA TEGUH

Who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:



.....
Signature of Witness

PAUL MURFITT
.....
Name of Witness (Block Letters)



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 03/06/2021 11:15:13 AM

OWNERS CORPORATION 1
PLAN NO. PS642446B

The land in PS642446B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 6.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

44-46 PERTH AVENUE ALBION VIC 3020

OC016549H 03/12/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC016549H 03/12/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/06/2021 11:15:13 AM

OWNERS CORPORATION 1
PLAN NO. PS642446B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	600.00	600.00

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

Statement End.

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 W B HUYNH & MS A SUTANTO
UNIT 6 44 PERTH AVE
ALBION VIC 3020

023
R0_2846130

Tax Invoice

Assessment No. 1075548

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

Instalment 1

Due 07 Oct 2020 \$ 460.63

Remaining Instalments

Instalment 2
Due 30 Nov 2020 \$ 459.00
Instalment 3
Due 28 Feb 2021 \$ 459.00
Instalment 4
Due 31 May 2021 \$ 459.00

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.

Property 6/44 PERTH AVE ALBION VIC 3020
LOT 2 PLN 642446

AVPCC 120.3 : Villa Unit

Valuations

Capital Improved Value	\$ 610,000
Site Value	\$ 165,000
Net Annual Value	\$ 30,500

Valuation Effective Date

1 January 2020

Council Rates and Charges

	Amount
Residential Flats/Units Rate 0.002010 cents in the \$ on CIV	\$ 1,226.10
Municipal Charge	\$ 76.48
140ltr Environmental Charge x 1	\$ 389.11
Annual Council Rates and Charges 2020/2021	\$ 1,691.69

Fire Services Property Levy

Fire Service Levy Residential Rate 0.000054 cents in the \$ on CIV	\$ 32.94
Fire Service Levy Residential Charge	\$ 113.00

Balance of 2020 - 2021 Rates and Charges \$ 1,837.63

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

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: **EE9170746Z**

BPAY
Billers Code: 93948
Ref: 0000 1075 548
Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account

Post Billpay
Billpay Code: 0355
Ref: 1075548
Pay in-store at Australia Post, by phone 13 18 16 or online at auspost.com.au/postbillpay

Amount Payable
\$ 460.63

Payment Due by
07 Oct 2020

More info: bpay.com.au
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 0000 1075 548



*355 1075548



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.

GO GREEN. GO ELECTRONIC.

Receive your notices via email

Register now at brimbank.enotices.com.au



Making Payments and Interest

You may choose to make either part payments, or payment of the full amount, at any time. However, each instalment must be paid by their due date.

Any instalment payment not received by the due date will be charged interest at the rate set under section 2 of the Penalty Interest Act 1983. All interest is charged from the instalment due date, which is currently set at 10%. Arrears and interest owing will be included in instalment notices.

Objections and Appeals

If you are aggrieved by information on this rate notice, you may lodge the following:

Rates

An intention to appeal to the County Court to any rate or charge imposed, or anything included or excluded from the rate or charge other than the Valuation, may be given in writing intention within 60 days of the issue date of this notice.

Valuations

An objection to your Valuation must be lodged with Council within two (2) months of the issue date of this notice.

Special Rates and Charges

A review of a Council decision to impose a special rate or charge must be lodged with VCAT within 30 days of the issue date of this notice. Please call Council prior to lodging any appeal or objection to discuss your situation.

Payment Allocation

All payments received by Council will be allocated as follows:

- 1 Legal Costs owing (if any);
- 2 Interest owing (if any);
- 3 Arrears (if any);
- 4 All other Rates and Charges (evenly).

Differential Rates

Your property has been classified for rating purposes in accordance with Council's adopted Rating Strategy. Information relating to Differential Rating categories is located on Council's website, including the current Rating Strategy.

Pension Concession

Concession card holders may be eligible for a reduction of rates, dependant on the validity of their cards of up to \$316. Applications must be lodged on the prescribed form, which is available on Council's website or call Council directly to have a copy posted to you.

Direct Debit

If you wish to pay your rates via direct debit you may complete an application form on Council's website or contact us directly to have an application posted to you.

Changing Personal Details

If your personal details have changed (name, address, contact details), please ensure to provide the changes in writing. Web forms are available on Council's website.

State Government Rates Cap Compliance Statement

Council has complied with the Victorian Government's rates cap of 2 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district
- (ii) the application of any differential rate by Council
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Any questions?

Monday to Friday 8.45am - 5pm

Phone: 03 9249 4000

Fax: 03 9249 4351

TTY: 03 9249 4999

Web: www.brimbank.vic.gov.au

Brimbank Language Link



9209 0140

Local call costs apply

Payment options continued



Telephone

To pay using Visa or Master Card call:
1300 798 193
to pay via secure pay
13 18 16
to pay via Post Billpay



By Mail

Brimbank City Council
PO Box 70 Sunshine 3020
Council will not be responsible for late postal deliveries



In Person

At Council's customer service centres
Sunshine
301 Hampshire Road,
Sunshine
Sydenham
Station Street,
Taylors Lakes
(located within Sydenham Library)
Keilor
704B Old Calder Highway,
Keilor



During the COVID-19 Victorian Lockdown, Council's customer services centres will be closed, please use another payment method during these times.



2 September 2020

Dear Ratepayer,

We know that 2020 has not been the year many of us expected in the community of Brimbank.

From cancelled plans and disrupted routines, to at-home schooling and work, the hurt and pain of being isolated from our loved ones, and the strain of impacts on work and local businesses – to say it has been challenging is an understatement.

Our health workers and professionals, teachers, essential workers, services and not-for-profits have all played an essential role in supporting our community, for which we are deeply appreciative.

To our carers, families, students and young people, local businesses and services - we see you and we also applaud the work you are doing in Brimbank.

On behalf of Council, I would like to take this opportunity to thank you all for your efforts in helping to keep our community safe in challenging times.

As a community in Brimbank, where the rate of coronavirus infection has been high, it's so important that we continue follow government restrictions, to help keep each other safe.

I also wish to remind you of the supports available at this time – for those under financial stress due to restrictions, that includes Council's COVID-19 Financial Hardship Policy for rates and charges.

While this year has brought a number of unforeseen challenges, we are pleased to be building a new facility that our entire community can look forward to using and enjoying in years to come.

Work is starting on your new health and wellbeing hub, on the site of the former St Albans Leisure Centre in Keilor Downs. This new state-of-the-art hub will feature a 50 metre 10 lane swimming pool, two massive water slides, wellness centre, 24 hour gym, community program room and more.

We are a diverse and resilient community in Brimbank, and new activity and construction projects will be key to our local social and economic recovery from the COVID-19 crisis.

To stay up-to-date with what's happening on the hub, visit brimbank.vic.gov.au/thehub or follow Council on social media.

For now, please stay safe, continue to follow public health advice and observe social distancing.

For more information, including updates on Council services and availability, please visit brimbank.vic.gov.au/emergency-information/coronavirus-covid-19

Best wishes,



Cr Georgina Papafotiou
Mayor, Brimbank City Council

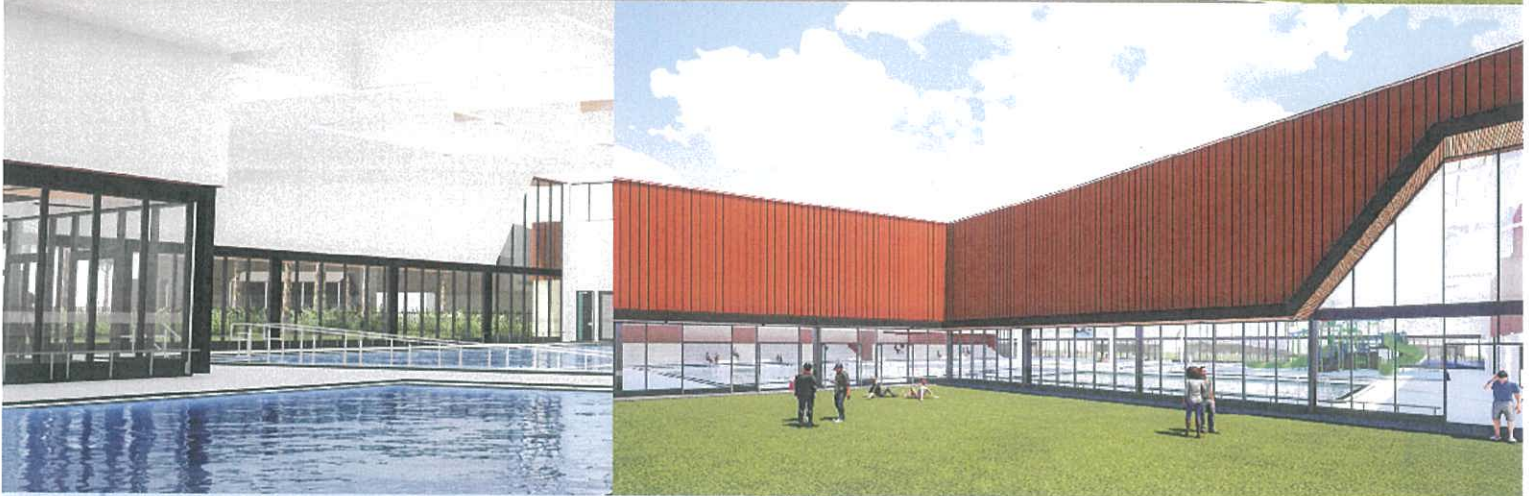
Take a look at your future health and wellbeing hub!

Council is proud to be building a new health and wellbeing facility that our community can enjoy in years to come.

It will replace the old St Albans Leisure Centre, featuring a state-of-the-art aquatic and leisure facility, while also offering preventative health, education and social services, all under the one roof.



**Brimbank
City Council**



*The St Albans Health and Wellbeing Hub
is supported by a \$2 million grant from
the Victorian Government.*



131 450
Local call costs apply

BRIMBANK INSIDER

AUGUST - SEPTEMBER 2020



GET BRIMBANK NEWS WITH BRIMBANK VIEW

Want to stay on top of what's happening in Brimbank? Subscribe to Council's monthly e-newsletter!

Brimbank View brings you news about what's happening in Brimbank, and what you can get involved in. Subscribe at brimbank.vic.gov.au/bvsubscribe

Have your say

We want to hear from you.

To view current consultations and have your say, please visit brimbank.vic.gov.au/haveyoursay or call 9249 4000.

Help us sort it. Report it!

You can report an issue or request a service online with Report It - the easy-to-use online reporting tool. It's a great alternative to sending an email or calling a Council customer service centre.

Each year, Council receives more than 155,000 service queries. The new online tool simplifies the process and helps community members report issues including vandalism of street furniture, litter, dumped rubbish, abandoned vehicles, or any concerns relating to parks, roads, footpaths, pets and graffiti.

HELPING BRIMBANK THROUGH THE COVID-19 CRISIS

It's been a challenging year for many people in Brimbank with COVID-19 restrictions, but Council is committed to supporting our diverse community and businesses through this difficult period.

Council acknowledges the ongoing and emerging challenges facing residents and businesses, and we are providing support to help our community respond and recover, including:

Financial hardship support

Council's Financial Hardship Policy offers rates relief and assistance for eligible ratepayers and businesses experiencing hardship related to COVID-19.

Assistance also includes

- Relief for sporting clubs
- Supporting local business
- Extensions to community grants
- Animal registration fees on hold

For more, or to complete a COVID-19 Hardship Application visit brimbank.vic.gov.au or call 9249 4000.

Business support

Our Economic Development Team is here to offer support, advice and guidance during the crisis.

We offer dedicated business advice and support, an online business development program, access to a Small Business Mentoring Service and Brimbank. Localised, a business-to-business platform to support businesses to connect locally and increase their network.

Learn more at brimbank.vic.gov.au/business-and-tourism/business-support-and-assistance

Other support

Council is providing important COVID-19 health information translated in a range of languages, delivering online citizenship ceremonies for new Australians in our community and more.

While we are providing essential services, it's also about helping our community to stay engaged, healthy and maintain a sense of normality - whether that's through a book, an online gym class or a phone call to check in.

To learn about more programs and help available, see brimbank.vic.gov.au/emergency-information/coronavirus-covid-19.

#WEAREBRIMBANK

All information correct at time of printing.



Brimbank Chat
brimbank.vic.gov.au

Help us

SORT IT.

REPORT IT!

COMMUNITY CARE PROVIDES ESSENTIAL SUPPORT DURING PANDEMIC

Our Community Care programs have been transforming their work to ensure the most vulnerable people in our community feel safe and supported during the pandemic.

For thousands of people who depend on their support each day – it has meant food on the table, a friendly and caring voice on the other end of the phone or video call, reassurance for new parents and support to help young people stay connected.

Window visits

Window visits involved staff visiting our older and most isolated residents to help them stay connected during the pandemic.

Window visits lasted up to an hour depending on individual

needs. The feedback from clients was very positive and they were pleased to see a friendly face, have a chat and not feel alone or forgotten.

Staff also provided newsletters, activity packs to residents based on their interests – from knitting to puzzles, word games, crafts and cards, and connected them with services and supports, such as delivered meals and the community register.

Community Register

The Community Register provides regular phone calls from volunteers to individuals with disability and seniors aged over 50.

Volunteers check in on how they are going, ensure they are informed about things going on in their community and know where to go for help.

Phone calls that would normally last about 10 minutes were extended to over 45 minutes to provide people self-isolating with the additional support they needed.



Youth Services

Brimbank young people have faced the closures of schools, sporting and recreational activities. So our youth services moved its support services to online platforms to help young people stay connected.

This includes providing online counselling for those who need it, as well as support to youth stakeholder groups and networks.

Youth Services have also delivered social media campaigns, facilitated the Brimbank Youth Council's weekly online meetings, produced YouTube videos combining cooking and mental

health support, and Zoom presentations for LGBTIQA young people.

Early Years

More than 200 parents have been connecting through weekly virtual sessions as part of our first time parent group. Our supported playgroups have also been offered online.

Our Early Years team has been recording YouTube videos of songs, rhymes and games, including in languages other than English, for playgroup families to enjoy at home.

The Maternal and Child Health Service has been continuing to support families by offering over-the-phone appointments, 15 minute face-to-face consultations to families with babies 0-8 weeks of age, and a health assessment for young infants.

You can learn more about support available from our Community Care Service by visiting brimbank.vic.gov.au or calling **9249 4000**.

**BRIMBANK
VOTES
OCTOBER
2020**

BRIMBANK COUNCIL ELECTIONS OCTOBER 2020

Victoria is having its next local government election on 24 October 2020.

Voting at the election is compulsory for residents of Brimbank who are enrolled on the Victorian electoral roll. Business and property owners may also be eligible and may be enrolled on the Council electoral roll.

Postal vote

The election is conducted by the Victorian Electoral Commission (VEC) via postal ballot and ballot packs will be

posted to enrolled voters from 6-8 October 2020.

All postal votes will need to be mailed back to the VEC by 6pm on Friday 23 October 2020.

Key Dates

Close of Roll	4pm Friday 28 August
Nominations Open	Thursday 17 September
Nominations Close	12noon Tuesday 22 September
VEC posts ballots	6-8 October
Close of Voting	6pm Friday 23 October
Election Day	Saturday 24 October
Declaration of Results	November 2020

Are you thinking of nominating to be a candidate?

Brimbank City Council has 11 elected Councillors.

- Grasslands Ward - three Councillors
- Harvester Ward - three Councillors
- Horseshoe Bend Ward - two Councillors
- Taylors Ward - two Councillors

If you're interested in candidacy to become a Councillor at the next Council elections you need to be:

- 18 years or over on Election Day
- an Australian citizen
- enrolled as a resident or ratepayer of the City of Brimbank.

For all criteria you need to fulfil in order to nominate as a Candidate for Council, visit the VEC website www.vec.vic.gov.au

Under new Victorian Government legislation, all Candidates for the Local Government Elections in 2020 are required to undertake training. Details will be made

available once they have been provided to Council.

You can nominate for Council from 17 September 2020 until 12 noon 22 September. In order to nominate, you must attend the Brimbank VEC Office at City West Plaza Unit 1, 484 Ballarat Road, Sunshine North (by appointment only).

All Candidates must comply with the Conduct During Elections Policy (and for current Councillors, the Council or Code of Conduct Major Policy).

This is to ensure transparency and accountability for all during an election period. Visit brimbank.vic.gov.au to access the documents.

Candidate Information Sessions

The VEC is holding Candidate Information Sessions, for more information visit www.vec.vic.gov.au

For more information on the 2020 Brimbank elections visit brimbank.vic.gov.au

BRIMBANK WELCOMES GOVERNMENT FUNDING FOR KEY PROJECTS

Council is pleased to have recently welcomed a number of key government funding announcements for Brimbank, at a time when our community needs it the most.

Several shovel-ready projects are set to have flow on benefits for local jobs and businesses while improving safety and wellbeing.

Council has been working hard behind the scenes advocating to Federal and State governments to secure a number of good outcomes for our diverse community.

Here's a snapshot of new funding announced for Brimbank:

- \$8 million secured from the Federal and State governments towards road safety upgrades for the Ballarat Road and Hulett Street intersection in Albion
- \$8 million from the State Government for Brimbank City Council to employ more than 150 local unemployed workers as part of the Working for Victoria initiative
- \$2 million State Government funding towards building a new state-of-the-art health and wellbeing hub to replace the old St Albans Leisure Centre

- \$2 million in State Government funding for upgrades to the Green Gully Road, Arundel Road and Calder Highway Interchange in Keilor
- \$675,000 from the State Government secured for two new park upgrades including a Glengala Pocket Park in Sunshine West, and an off-leash dog park in Cairnlea
- \$1.132 million in Federal Government assistance for road and community infrastructure projects
- \$330,000 secured from the Federal Government to support a Council and Victoria University 'Change Makers Initiative' to support our multicultural communities through sport

- State Government bringing forward two level crossing removal projects at Robinsons Road, Deer Park and Fitzgerald Road, Sunshine West
- \$500,000 for construction of a stormwater harvesting and reuse irrigation system at the Upper Stony Creek Transformation Project
- \$450,000 for a stormwater harvesting scheme at Brimbank Oasis, Dempster Park, Sunshine North
- \$375,000 secured from State Government towards a new sports pavilion in Delahey
- A further \$250,000 from the State Government secured towards upgrades at Errington Reserve

RECYCLE RIGHT AND MAKE A DIFFERENCE

While spending more time at home, many of us are cooking more, ordering things online and receiving more deliveries than usual - which means you're also probably ending up with a lot more waste than you normally would.

If you are confused about what to put in your recycling bin these days, you are not alone. Two-thirds of Victorians say they need help to understand what can go into their recycling bins.

Here are some tips about common items that leave many scratching their heads, according to research conducted by Sustainability Victoria.

- Keep your recycling out of plastic bags! Place your recyclables in your recycling bin loose.
- Soft plastics, like shopping, bread and pasta bags, may be recycled through programs at many supermarkets, or you can put them in landfill.
- Hard plastic goes in the recycling bin. You can tell if it is hard by doing the crunch test - if you can crunch the plastic in your hand, then it does not go in the recycling bin.
- Small plastic lids, such as milk bottle lids, should be removed and placed into the landfill bin.

- Metal lids can be removed and put into the recycling bin.
- Polystyrene packaging goes into the landfill bin.
- Clothing and shoes do not go in the recycling bin. Try an opportunity shop if they are in good condition, or they go into landfill.
- Food waste goes in your compost bin if you have one, or in the landfill bin
- If you don't have a compost bin you can get a \$50 discount on a new compost bin through Council.

How about face masks and gloves?

Putting your used masks and gloves in a rubbish bin helps keep Brimbank safe. Please don't place used masks or gloves in your recycling bin.



Got more questions? We've got more answers!

To brush up on the do's and don'ts of household recycling, you can search for specific items and find out which bin they belong in by visiting recycling.vic.gov.au. More information on recycling, e-waste drop off points and Brimbank's Resource Recovery Centre can be found at brimbank.vic.gov.au

Recycle Right and make a difference!

YOUR COUNCILLORS ARE ALWAYS HAPPY TO HEAR FROM YOU

Visit brimbank.vic.gov.au/council for more information about your Councillors.



Cr Daniel Allan
CrAllan@brimbank.vic.gov.au
0429 857 339



Cr Janev Aziz
Craziz@brimbank.vic.gov.au
0428 887 195



Cr Victoria Borg
CrBorg@brimbank.vic.gov.au
0429 365 527



Cr Sam David JP
CrDavid@brimbank.vic.gov.au
0429 355 239



Cr Margaret Giudice
CrGiudice@brimbank.vic.gov.au
0428 846 647



Cr John Hedditch
CrHedditch@brimbank.vic.gov.au
0428 811 580



Cr Bruce Lancashire
CrLancashire@brimbank.vic.gov.au
0429 637 689



**Cr Georgina Papafotiou
Mayor**
CrPapafotiou@brimbank.vic.gov.au
0429 727 192



Cr Duyen Anh Pham
CrPham@brimbank.vic.gov.au
0429 657 643



Cr Virginia Tachos
CrTachos@brimbank.vic.gov.au
0428 915 671



**Cr Kim Thien Truong
Deputy Mayor**
CrTruong@brimbank.vic.gov.au
0429 637 601

CONTACT US

Telephone 9249 4000



131 450
Local call costs apply

254 - 0720

All information correct at time of printing.



Brimbank Chat

WHAT'S ON

Visit brimbank.vic.gov.au/events

Homework help for students

With the second half of the school year well underway, students in Brimbank can get help with their studies through a great new initiative.

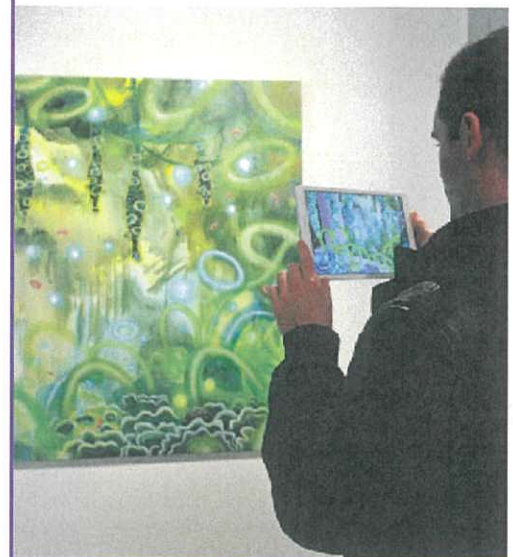
The Studiosity program provides students with support and great resources at no charge. Students with a Brimbank Libraries membership can contact this service which gives them access to practice quizzes, writing feedback, and live messaging with subject specialists.

Learn more at brimbanklibraries.vic.gov.au or phone **9249 4640**.

Get your arts and culture fix at The Bowery Theatre and STACC (St Albans Community Centre)

With programs including virtual exhibitions, cultural cooking video classes, Toddler Tuesdays videos, Koorie Homework Club via Zoom, Bowery Online program and more.

Visit facebook.com/creativebrimbank or
YouTube: youtube.com/creativebrimbank



Environmental events

Learn how to attract more wildlife like birds and pollinators into your backyard, how to grow fruit trees and more as part of our virtual environmental events.

To continue to support our community in becoming more sustainable and connecting with the environment, we are offering a range of online activities that can be done in the comfort of your home. For more details, check out: brimbank.vic.gov.au/environment-and-sustainability/

Got a question?

Talk online to Council's customer service staff via **Brimbank Chat**

Another easy way to get in touch with us



City West Water™

A SUTANTO & W B HUYNH
6/44 PERTH AVENUE
ALBION VIC 3020



My account number is

1251 9616 8113






Invoice No.	T570844542
Service Address	6/44 Perth Avenue Albion Lot 2 Plan 642446
Issue Date	25 May 2021
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

City West Water Corporation

ABN 70 066 902 467

citywestwater.com.au

Account summary

	PREVIOUS BILL	\$247.34
	RECEIVED	\$247.34
	BALANCE	\$0.00
	YOUR USAGE	\$83.26
	NETWORK CHARGES	\$115.85
	OTHER CHARGES	\$26.08
	PLEASE PAY	\$225.19

Greater Western Water – a new era

On 1 July 2021 City West Water is joining with Western Water to become **Greater Western Water**.

Your next water account will come from Greater Western Water.

Learn more at citywestwater.com.au/gww



Details of charges - Residential

Previous Bill	
Previous Bill	\$247.34
Payments Received	
19/03/2021	-\$247.34

BALANCE FORWARD \$0.00

Usage Charges	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate \$	Total \$
MASRO64164	86	00854	00878	24.00	(meter read date: 21/05/2021)	

Total Water Consumed						
Usage Step 1 (25/02/2021 to 21/05/2021)				24.00	2.7748	\$66.60
Total				24.00		\$66.60

Sewage Disposal				19.27	0.8644	\$16.66
Total						\$16.66

TOTAL USAGE CHARGES \$83.26

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/04/2021 to 30/06/2021)	\$52.70
Sewerage Network Charge	(01/04/2021 to 30/06/2021)	\$63.15

TOTAL NETWORK CHARGES \$115.85

Other Charges		
Waterways & Drainage Charge (01/04/2021 to 30/06/2021)		\$26.08

TOTAL OTHER AUTHORITIES' CHARGES \$26.08

FINAL TOTAL, PLEASE PAY THIS AMOUNT \$225.19

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

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

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

Greater Western Water – a new era

On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at citywestwater.com.au/gww

MyAccount, your residential water account online

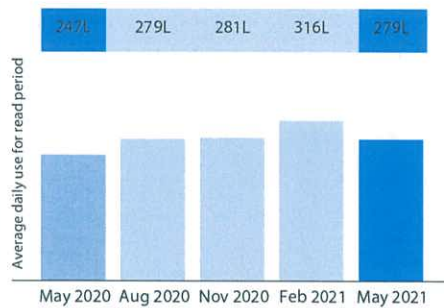
MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. Register now at citywestwater.com.au/myaccount

Need help paying your bill?

We understand that sometimes you may be facing difficulties. We have a dedicated Customer Care team who can offer support and 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

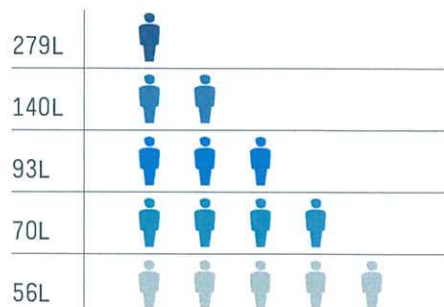
Is your household on Target 155?

Your average daily water cost for this bill is \$0.77



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



Service Address: 6/44 Perth Avenue Albion

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1251 9616 8113
-----------	-------------	------------	----------------------------------------

- 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.

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

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362 125196168113

+00125196168113>

+009201+

<0570844542>

<000022519>

+444+

Property Clearance Certificate

Taxation Administration Act 1997



HANNAH VU

Your Reference: LD:50061792-016-1.4072
Certificate No: 47762572
Issue Date: 17 JUN 2021
Enquiries: ESYSPROD

Land Address: UNIT 6, 44 PERTH AVENUE ALBION VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40264971	2	642446	11392	246	\$0.00

Vendor: ANGELINA SUTANTO
Purchaser: WILSON HUYNH

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR WILSON BACH HUYNH	2021	\$165,000	\$0.00	\$0.00	\$0.00

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

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

Comments:

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$610,000
SITE VALUE:	\$165,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 47762572

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$165,000

Calculated as \$0 plus (\$165,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Biller Code: 5249
Ref: 47762572

Telephone & Internet Banking - BPAY[®]

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 47762572

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

NON-ACTIVE Owners Corporation No: 642446B

Address: Unit 6, 44 Perth Avenue, Albion VIC

This certificate is issued for	Lot 2 on Plan of Subdivision No: 642446B
Postal address is	Unit 6, 44 Perth Avenue, Albion VIC 3020
Applicant for the certificate is	Vu Conveyancing
Address for delivery of certificate is:	8 Budge Street, Noble Park VIC 3174
Date that the application was received:	16/6/2021
IMPORTANT:	
The information in this certificate is issued on: 18 June 2021	
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.	
1.	The current fees for the lot are \$64.95 payable yearly
2.	The date to which the fees for the lot have been paid up to is 15/6/2022
3.	The total of any unpaid fees or charges for the lot are Nil
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: Nil
6.	The owners corporation has the following insurance cover: a) the name of the company: SEE ATTACHED b) policy number: c) kind of policy: d) buildings covered: e) amount of building insurance is: \$ f) the public liability amount is: \$ g) the renewal date is
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution NO
8.	The total funds held by the owners corporation: Nil
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details NO
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details NO
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details NO

12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details NO
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details NO
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details NO
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? NO
16.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> · A copy of the minutes of the most recent annual general meeting – n/a · A copy of all resolutions made at the last annual general meeting – n/a · A copy of the rules or the consolidated rules registered at Land Use Victoria · A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

DATED the 16th day of June 2021.

This owners corporation certificate was prepared by: **Vu Conveyancing**

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

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

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

NEW BUSINESS TAX INVOICE

OC 642446B
6/44 Perth Avenue
ALBION VIC 3020

Date: 15/06/2021

Invoice Number: 224126

Account Manager: Common Property

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Business Package
Insured	OC 642446B
Policy Description	Common Area Liability - 44 Perth Avenue, Albion VIC 3020
Insurer	Hollard Insurance Company P/L
Policy Number	HWA001025931BUS
Period of Insurance	15/06/2021 to 15/06/2022
Effective Date	15/06/2021

Premium	ESL/FSL	Stamp Duty	Underwriter Fee	Broker Fee	GST	Invoice Total
\$ 250.00	\$ 0.00	\$ 27.50	\$ 0.00	\$ 79.30	\$ 32.93	\$ 389.73

Payment Options

Direct Deposit

Financial Institution: WESTPAC
BSB: 033 126
Account Number: 240457
Reference Number: **00224126**

Instalments

Premium Finance is available. Please call us on (03) 9559 3333 to arrange a quotation.
(Finance and administration charges apply).

Biller Code: 344739
Reference Number: **22241269**



Please [Click Here](#) to pay by credit.
A fee of 1.26% will apply.



Total Due: \$ 389.73

Date Payable: **29/06/2021**

HWA Insurance Brokers

A.F.S.L. 243534
A.B.N. 15 098 158 975

Property in your physical or legal care, custody or control	\$ 250,000
Estimated annual turnover	Not Insured
Estimated value of payments to contractors, sub-contractors or labour hire personnel in the policy period	\$0
Excess	\$ 250

Business Liability Endorsements

L29 PROPERTY OWNERS EXCLUDING TRADE RISK

Where you have advised us that you are the property owner only of a building, the 'Business Liability' section of this policy does not cover liability arising out of, or caused by, or in connection with any business, profession, trade or manufacturing operations conducted by you, other than as owner of the property, the subject of this indemnity.

Important Information

Please refer to the Financial Services Guide (FSG) which describes the insurance services offered and is designed to help you decide whether to use those services. The FSG explains how responsible parties are remunerated, how your personal information is protected and provides details of how any complaints and disputes will be dealt with as well as important contact details.

The insurer of this product is The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473) (Hollard). Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA).

This policy is issued by Hollard Select, a trading name of Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) (HCi) acting under a binding authority given to it by Hollard to administer and issue policies, alterations and renewals. In all aspects of arranging the Policy, HCi acts as an agent for Hollard and not for You. HCi may charge a fee, which is set out in this Insurance Schedule.

Hollard holds an Australian Financial Services Licence 241436 under the Corporations Act 2001 (Cth) and is authorised to deal in and provide financial product advice in general insurance products. Hollard can be contacted on (02) 9253 6600.

This Insurance Certificate outlines details of your insurance and should be read in conjunction with the Product Disclosure Statement (PDS) which contains important information about the terms and conditions of the product. Please keep this Insurance Certificate and other policy documentation such as the PDS in a safe place. If you do not have the PDS please contact your broker.

Compensation Arrangements

Hollard is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all

HWA Insurance Brokers

A.F.S.L. 243534
A.B.N. 15 098 158 975

reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies in relation to Hollard and the policy.

If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria).

Information about the Scheme can be obtained from the Government website at www.fcs.gov.au or the APRA hotline on 1300 558 849.

Hollard is exempt from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act.

Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. It is your responsibility to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy of your personal information

We recognise that your privacy is very important to you. We are committed to protecting the privacy and security of your personal information in accordance with the Privacy Act,

HWA Insurance Brokers

A.F.S.L. 243534
A.B.N. 15 098 158 975

1988. We generally collect personal information directly from you, or from someone authorised by you, in order to provide and administer the various products and services we offer, including marketing information regarding other products and services (of Ours or a third party). If we are unable to collect your personal information, we may not be able to assess your application or offer to issue the financial product or service to you. We may disclose your personal information to related parties, services providers and other third parties, including disclosure overseas (this can change from time to time and you should contact us for details and to see if this applies to you), in order to manage and administer the financial product or service or for other purposes as explained in Our Privacy Policy. You may reasonably obtain access to and ask us to correct your personal information that we hold. Our Privacy Policy can be viewed on our website www.hollard.com.au or a copy can be requested by phoning 02 9253 6600.

How do we resolve complaints

Please refer to the PDS for full details on the Complaints and Disputes Resolution process.

If your concern still remains unresolved to your satisfaction you may refer the matter to the Australian Financial Complaints Authority (AFCA) subject to its rules, which acts as the external dispute resolution scheme for all financial firms. AFCA is an independent body, established by the Federal Government and its service is free to you.

AFCA can be contacted on:

Call: 1800 931 678

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.afca.org.au

Email address: info@afca.org.au

This product is issued by Hollard Select, a trading name of Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023, AFSL 474540) (HCi) acting under a binding authority from The Hollard Insurance Company Pty Ltd ABN 78 090 584 473, AFSL 241436 (Hollard). Any advice provided by Hollard is general only and may not be right for you. You should carefully read the relevant Product Disclosure Statement which contains the full policy terms and conditions (including the limits and exclusions), to ensure the product is right for you.

Non-Cancellable Policy

Please note that this policy must remain in force for a twelve month period to protect the interests of the purchaser of the property who is contributing to the cost of this insurance under the Contract of Sale. As a result no refunds will be given.

NOTICE TO THE INTENDING INSURED

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984, to tell the underwriter of anything that may affect the underwriters' decision whether to insure you and on what terms. You must tell the underwriter about anything that you know or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover.

For Eligible Contracts (Eligible Contracts involve individuals purchasing insurance for motor vehicles with carrying capacity under 2 tonne, motorcycle, home building and contents, residential strata, travel, personal accident and sickness and consumer credit) the above duty only applies to questions asked of you by the underwriter. In answering any such questions, you must tell them anything that you know and that a reasonable person in the circumstances would include.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge;
- the underwriter knows or, in the ordinary course of business, ought to know;
- the underwriter has waived your duty to tell them about.

GENERAL ADVICE WARNING

Important Notice – What Sort of Advice is Being Provided

Where a statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice. General Advice is advice that has prepared without considering your current objectives, financial situation and needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the Insurer has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Information on Commissions on Policies is available on request.

OUR PRIVACY PROMISE

We are committed to protecting your privacy and confidentiality in accordance with the Privacy Act 1988 (Cth) including the Privacy Amendment (Enhancing privacy Protection) Act 2012 and it is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.

Please contact us to obtain a copy of the HWA Insurance Brokers "Our Privacy Information Brochure" or visit www.hwainsurance.com.au/privacy-policy-and-disclaimer/

COMPLAINTS

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on **1800 931 678**, email: info@afca.org.au or visit www.afca.org.au. We also follow The Insurance Brokers Code of Practice.

PREMIUM FUNDING WARNING

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract, full details are available on request.

Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases underwriters also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

COOLING OFF

All Retail Products are subject to a 14-day "cooling off period". This means that if you are not happy with a Retail Product, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable.

Please note that most Marine Insurance policies don't offer a "cooling off period".

RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as:

Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the underwriter has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request

AVERAGE OR CO-INSURANCE

Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured.

If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

A simple example, illustrating the basic principle, application and effect of the Average/ Co-Insurance clause is as follows:

Full (Replacement Value)	\$1,000,000
Sum Insured	\$ 500,000
Therefore, you would be self-Insured for 50% of the Full Value	
Amount of Claim	\$100,000
Amount Payable by Insurers as a result of	\$ 50,000
The Application of Average/Co-Insurance	(Being 50% of the \$100,000)

It is essential that sums insured reflect current rebuilding and replacement costs to avoid PENALTY CLAUSES in the event of loss (Co - Insurance Clause). Adequate provision should be made for additional costs such as extra costs of reinstatement to comply with current building regulations, GST, Architects fees, Removal of debris etc.

We also recommend periodical valuations by recognised quantity and building surveyors. Changes to the Building code and Town planning requirements need to be considered as part of your review of rebuilding costs.

BUSINESS INTERRUPTION POLICES

Some policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy.

For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clauses.

UNDERWRITING AGENTS, WHOLESALE BROKERS AND BINDER AGREEMENTS INFORMATION

In some cases, we access insurance products via Underwriting Agents and Wholesale Brokers rather than directly with the insurer. In such cases should you wish to access the Financial Services Guide of the Underwriting Agent or the Wholesale Broker please contact us and we will arrange a copy for you. We may also act under binder agreements with Insurers in which case this will be detailed on our invoice.

FLOOD – COMMERCIAL POLICY EXCLUSION

This policy does not provide cover for flood damage unless otherwise shown on your policy or policy schedule. If flood cover is required, please contact us.

CANCELLATION

Where a policy is cancelled or amended before the period of insurance has ended, or expiry of the policy, we will retain the commission of any return premium involved. We will also charge an administration fee for the handling of the cancellation/amendment process.

CONTRACTUAL LIABILITY

The policy does NOT cover any claims arising from a contract or agreement that you have entered into unless the contract or agreement has been approved by the insurer. If you require such cover, please contact our office and provide a copy of the contract or agreement.

UN-NAMED INSURED'S & UN-NAMED PARTIES

Un-Named Insured's: The policy covers the persons, businesses, companies, etc, named in the policy schedule. Any other persons, businesses, companies, etc, not named are NOT covered. Please advise us if you require cover for any person, business, company, etc, not named.

Un-Named Parties: If you require the interest of a party other than the Named Insured to be covered, you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g., mortgagees, lessors, principals etc) unless their interest is properly noted on the policy.

MAJOR UNINSURED RISKS

Risk retention may occur in many ways, for example:

- By under-insurance (e.g., if your sums insured or declared insurable values are inadequate, and Co-Insurance/Average provisions are applied to losses, you are treated as part-Insurer for all such losses).
- By inadequate loss limits (e.g., if your Public Liability limit is insufficient, you are your own Insurer for the excess, plus a proportionate share of any legal fees).
- By non-insurance (e.g., if you elect not to insure a risk like "Motor Vehicle - Own Damage" you must stand all such losses yourselves).
- A self-assumed irremovable Deductible or Excess under a policy.

Our concern lies not so much in the fact that you may retain certain insurable risks, but that you may do so without fully recognising the fact, and without making a conscious decision to do so. Such conscious decisions should be reviewed from time to time in the light of changing circumstances. A potential problem area could arise from a series of losses, each subject to a heavy deductible.

A further concern is the possibility of the aggregation of self-insured risks, which in the event of one incident giving rise to a variety of losses, could lead to a combined loss figure well above the acceptable level of retention (e.g., a fire or explosion at a major location could involve building, plant and stock damage, business interruption, parked trucks and their loads, not to mention legal liability for injured workers and third parties' property or injury).

The following types of insurance are available (and include those which you may have already purchased), however as your activities could change these risks should be reviewed regularly to ensure that you have sufficient cover.

HWA Insurance Brokers

A.F.S.L. 243534
A.B.N. 15 098 158 975

This list is not exhaustive, so if you are aware of any risks, which are uninsured, or you would like a broader definition, please contact your Client Service Consultant / Account Manager.

Accounts Receivable/Book Debts	Machinery Breakdown
Airport Operator's Liability	Management Liability
Aviation Hull and Liability	Manufacturers Output / Sellers Contingency
Bloodstock or Livestock	Marine Cargo (Inland, Overseas)
Boiler and Pressure Vessel Explosion	Marine Hull
Bonds	Medical Crisis / Trauma
Burglary and/or Theft	Money
Business Interruption	Mortgage and Lease Guarantee
Cancellation and Abandonment	Mortgage Protection
Charterer's Legal Liability	Motor Vehicle
Commercial Package	Multi Risks
Completed Operations	Non-Owned Aviation Liability
Compulsory Third Party	Partnership Protection
Computer Breakdown	Personal Accident
Construction Risks / Liability	Personal Accident / Illness
Container Liability	Pleasure craft
Contract Bonding / Contract Guarantee	Pluvius (Weather)
Contract Penalties / Liquidated Damages	Political Risk
Corporate Travel	Pollution Liability
Credit	Product Performance Guarantee
Crops (growing)	Product Recall
Cyber Liability	Product Tamper / Contamination
Directors' and Officers' Liability	Professional Indemnity / Errors & Omission
Disability	Protection & Indemnity
Economic Loss	Public and Products Liability
Electronic Computer Crime	Salary Continuance
Electronic Equipment / Breakdown	Seismic Streamer
Electronic Equipment Breakdown	Seismic Tape
Employers Liability	Special Risks
Employment Practices Liability	Sprinkler Leakage
Environmental Impairment Liability	Superannuation
Export Credit	Takeover
Extended Warranty	Taxation Audit
Fidelity Guarantee	Technology Liability
Film / Film Producers Guarantee	Third Party Strikes
Fine Arts	Trailers
Fire & Extraneous Perils	Umbrella Liability
Flood	Valuables
Forged Share Transfer	Voluntary Group Accident Schemes
Fusion	Workers' Compensation
General Property	
Glass	
Group Personal Accident	
Health Care Plans	
Home and Contents	
Horse/Equestrian	
Industrial Special Risks	
Infringement of Copyright	
Key Person	
Kidnap, Ransom and/or Extortion	
Legal Expenses	
Libel and Slander / Defamation	
Life & Income Protection	
Life Assurance	
Loss of Hire / Standby Charges	
Loss of License	

Property Report

from www.land.vic.gov.au on 03 June 2021 11:09 AM

Address: UNIT 6/44 PERTH AVENUE ALBION 3020

Lot and Plan Number: Lot 2 PS642446

Standard Parcel Identifier (SPI): 2\PS642446

Local Government (Council): BRIMBANK **Council Property Number:** 1075548

Directory Reference: Melway 26 D10

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: 232 sq. m

Perimeter: 64 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

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

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

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: ST ALBANS

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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 27 May 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](#)

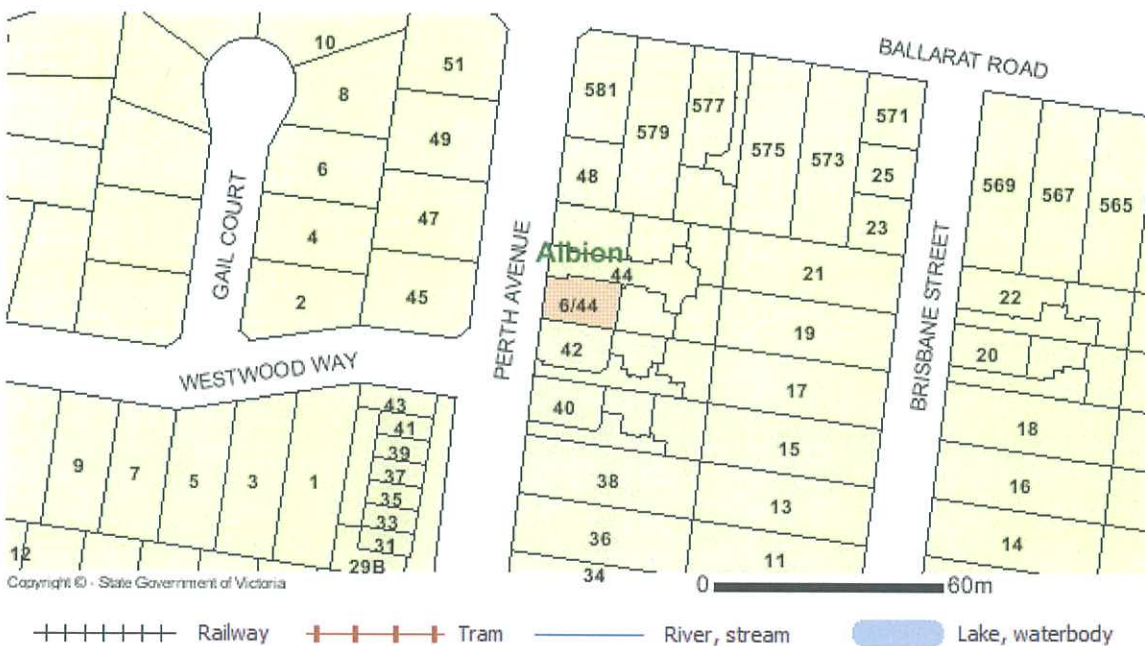
The Planning Property Report includes separate maps of zones and overlays

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



Copyright © - State Government of Victoria

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer