

**VENDOR: DANIELA STELLA BENDISTINTO**

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## **CONTRACT OF SALE OF REAL ESTATE**

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**PROPERTY: UNIT 3, 1A GUNNEDAH STREET, ALBION, 3020**

**Vendor's Conveyancer:**

**Parkside Conveyancing Services**

Postal Address: PO Box 6058, Point Cook, 3030

Office Address: 2b, 1 Adelphi Boulevard, Point Cook, 3030

Licence No: 000340L

Tel: 8593 5670

Fax: 8593 5679

Email: [jdesira@parksideconveyancing.com.au](mailto:jdesira@parksideconveyancing.com.au)

# Contract of Sale of Real Estate

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

**Property address**                    **Unit 3, 1A Gunnedah Street, Albion 3020**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

.....

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

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

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

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

**Print name(s) of person(s) signing:**                    **DANIELA STELLA BENDISTINTO**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Bells Real Estate  
14 Devonshire Road, Sunshine, VIC 3020

Email: sales@bellsrealestate.com.au

Tel: 9300 9000      Mob: 0403675922      Fax: 9312 5895      Ref: Dean Larti

#### Vendor

**DANIELA STELLA BENDISTINTO**

#### Vendor's legal practitioner or conveyancer

**Parkside Conveyancing Services**  
2b, 1 Adelphi Boulevard, Point Cook VIC 3030  
PO Box 6035, Point Cook VIC 3030

Email: jdesira@parksideconveyancing.com.au

Tel: 8593 5670      Mob: 0422134007      Fax: 03 8593 5679      Ref:JD:3342

#### 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 10631      Folio 579	4	PS447875P

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **Unit 3, 1A Gunnedah Street, Albion 3020**

**Goods sold with the land** (general condition 6.3(f))

All fixed floor coverings, light fittings and window furnishings.

**Payment** (general condition 14 and 17)

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

**GST** (general condition 19)

The price includes GST (if any) unless the words **'plus GST'** appear in this box

Not applicable

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

Not applicable

If the margin scheme will be used to calculate GST then add the words **'margin scheme'** in this box

Not applicable

**Settlement** (general condition 17)

**is due on** \_\_\_\_\_ **day of** \_\_\_\_\_ **2021**

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box in which case refer to general condition 5.1.

Vacant Possession

If **'subject to lease'** then particulars of the lease are: Not applicable

**Terms contract** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Not applicable

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_  
Loan amount \_\_\_\_\_ Approval date: \_\_\_\_\_

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

Special conditions

**Building inspection report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# SPECIAL CONDITIONS

## **Whole Agreement**

- 1 The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## **Identity of Land**

- 2 The Purchaser admits the identity of the Property with that described in the Particulars of Sale and agrees that no objection shall be taken or requisitions made and no compensation shall be claimed or allowed nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same as shown or described in the Particulars of Sale. Any fence or wall purporting to be on a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary, the Purchaser will not have any claim on that ground against the Vendor.

## **Condition of Property and Chattels**

- 3 The Purchaser acknowledges that the Purchaser has inspected the Property prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property in its present condition and state existing at the date hereof.

## **Representation and Warranty**

- 4 The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## **Finance**

- 5 Should the Purchaser wish to exercise his or her rights under General Condition 20.2 of the Contract, the Purchaser must, in addition to complying with General Conditions 20.2 (a) to (d) (inclusive), provide the Vendor's Conveyancer with a letter from the Purchaser's Lender which confirms that the home loan application for the Purchaser named in the Contract and property address and loan amount set out in the Contract has been rejected. The Purchaser does not have the right to end the Contract unless this letter is provided strictly within the timeframe set out in General Condition 20.2 (c) of the Contract. A letter from a mortgage broker is not sufficient in this regard.

## **Planning**

- 6 The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

# 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.

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## 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 11.4(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 11.14 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

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 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.
- 13.8 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*.
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## 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;

- (a) 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

- 19.2 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).
- 19.3 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.
- 19.4 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 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.

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## 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.

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# GUARANTEE and INDEMNITY

I/We, ..... of .....  
 and ..... of .....

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# Due Diligence Checklist



What you need to know before buying a residential property

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

## Urban living

### ***Moving to the inner city?***

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

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

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

## Growth areas

### ***Are you moving to a growth area?***

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

## Flood and fire risk

### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

## Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

**VENDOR: DANIELA STELLA BENDISTINTO**

---

## **SECTION 32 VENDORS STATEMENT**

---

**PROPERTY: UNIT 3, 1A GUNNEDAH STREET, ALBION, 3020**

**Vendor's Conveyancer:**

**Parkside Conveyancing Services**

Postal Address: PO Box 6058, Point Cook, 3030

Office Address: 2b, 1 Adelphi Boulevard, Point Cook, 3030

Licence No: 000340L

Tel: 8593 5670

Fax: 8593 5679

Email: [jdesira@parksideconveyancing.com.au](mailto:jdesira@parksideconveyancing.com.au)

## Vendors Statement to the Purchaser of Real Estate Pursuant to Section 32 of the Sale of Land Act (“the Act”)

**Vendor:** DANIELA STELLA BENDISTINTO  
**Property:** UNIT 3, 1A GUNNEDAH STREET, ALBION 3020

### 1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest and land tax on a single holding basis):

(a) are contained in the attached certificates.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. Their total does not exceed \$5,000.00.
- b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:  
Nil.

### 2. Insurance details in respect of the land

(a) If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

Not applicable.

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

Not applicable.

### 3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- i. Description: Refer to attached copy Certificate of Title documents.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes, if any, may be laid outside registered easements.

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

Save for any restrictions as set out in (i) above, there are none to the Vendor's knowledge.

- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
- |                                                       |                                |
|-------------------------------------------------------|--------------------------------|
| (i) name of the planning scheme:                      | Brimbank Planning Scheme       |
| (ii) name of the responsible authority:               | Brimbank City Council          |
| (iii) zoning of the land:                             | Refer Property Planning Report |
| (iv) name of any planning overlay affecting the land: | Refer Property Planning Report |

#### **4. Notices made in respect of land**

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

There are none to the Vendor's knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

- (b) whether there are any 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:

Not applicable.

- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Not applicable.

#### **5. Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

Nil

#### **6. Information relating to any owners corporation**

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*. Refer to Owners Corporation Certificate attached. Note: no active owners corporation management.

**7. Growth areas infrastructure contribution**

The property is not subject to a work-in-kind agreement and is not land in respect of which there is a GAIC recording, within the meaning of Part 9B of the *Planning and Environment Act 1987*.

**8. Disclosure of non-connected services**

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

- Electricity, gas and telephone services not currently connected

The services of water and sewerage are currently connected to the property.

**9. Evidence of title**

Attached are copies of the following documents concerning Title:

- a) Certificate of Title Volume 10631 Folio 579;
- b) Plan of Subdivision PS447875P.

**The day of this Statement is the \_\_\_\_\_ day of \_\_\_\_\_ 2021**

Vendor's Signature: .....  
Daniela Stella Bendistinto

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

**The day of this Acknowledgment is the \_\_\_\_\_ day of \_\_\_\_\_ 2021**

Purchaser's Signature: .....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.



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

Page 1 of 1

VOLUME 10631 FOLIO 579

Security no : 124091052459P  
Produced 08/07/2021 02:37 PM

### LAND DESCRIPTION

Lot 4 on Plan of Subdivision 447875P.  
PARENT TITLE Volume 08089 Folio 039  
Created by instrument PS447875P 18/02/2002

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DANIELA STELLA BENDISTINTO of 206 FORREST STREET ARDEER VIC 3022  
AC599815T 13/01/2004

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR286232K 26/07/2018  
SECURE FUNDING PTY LTD

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

### DIAGRAM LOCATION

SEE PS447875P FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 1A GUNNEDAH STREET ALBION VIC 3020

### ADMINISTRATIVE NOTICES

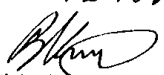
NIL

eCT Control 20402P LIBERTY FINANCIAL  
Effective from 26/07/2018

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS447875P

DOCUMENT END

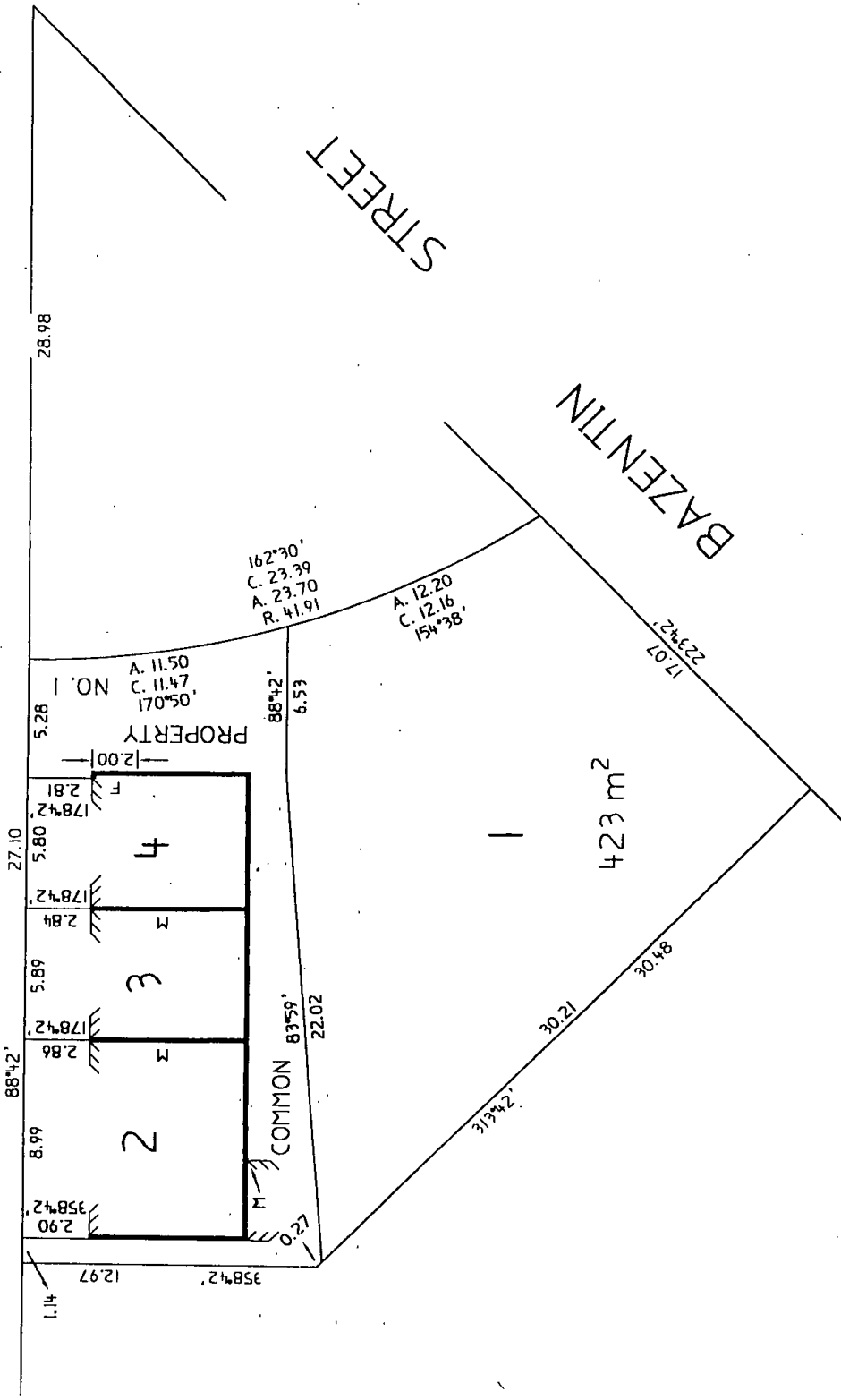
<b>PLAN OF SUBDIVISION</b>		STAGE No. /	LTO USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 447875 P</b>	
<b>LOCATION OF LAND</b> PARISH: MARIBYRNONG TOWNSHIP: SECTION: 9 CROWN ALLOTMENT: CROWN PORTION: C (PART) LTO BASE RECORD: CHART 19 (3061) & DCMB TITLE REFERENCE/S: VOL 8089 FOL 039 LAST PLAN REFERENCE/S: LP 12397 LOT 39 POSTAL ADDRESS: 2 BAZENTIN STREET (At time of subdivision) ALBION VIC 3020 AMG CO-ORDINATES: E 308 100 ZONE: 55 (of approx. centre of land in plan) N 5 816 250		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME: CITY OF BRIMBANK REF: S011044 1. This plan is certified under Section 6 of the Subdivision Act 1988. <del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6: / /</del> 3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> /has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage . . . . .</del> Council Delegate <del>Council Seal</del> Date 25/9/01  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /			
<b>VESTING OF ROADS AND/OR RESERVES</b>					
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
<b>NOTATIONS</b>					
STAGING This <del>is</del> /is not a staged subdivision. Planning permit No.					
DEPTH LIMITATION DOES NOT APPLY					
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY A BUILDING. LOCATION OF BOUNDARIES DEFINED BY A BUILDING: MEDIAN: BOUNDARIES MARKED M INTERIOR FACE: BOUNDARY MARKED F EXTERIOR FACE: ALL OTHER BOUNDARIES					
SURVEY. THIS PLAN IS <del>IS NOT</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.					
<b>EASEMENT INFORMATION</b>					
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			<b>LTO USE ONLY</b>		
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY			STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of	RECEIVED <input checked="" type="checkbox"/>  DATE 11 / 01 / 02
					<b>LTO USE ONLY</b> PLAN REGISTERED TIME 9:15AM DATE 18/2/02  Assistant Registrar of Titles
<b>R.D.CARTER &amp; ASSOCIATES</b> LICENSED SURVEYORS 2 MUNSTER COURT, ENDEAVOUR HILLS, VIC 3802 PH. 9706 2200 FAX. 9700 7523			LICENSED SURVEYOR (VIC) <u>RICHARD DENNIS CARTER</u> SIGNATURE . . . . . DATE 13 / 9 / 2001 REF K 0406 VERSION 2		SHEET 1 OF 3 SHEETS  DATE 25/09/01 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER  
**PS 447875 P**

GUNNEDAH STREET



<b>R.D. CARTER &amp; ASSOCIATES</b> LICENSED SURVEYORS 2 MUNSTER COURT, ENDEAVOUR HILLS, VIC 3802 PH. 8706 2200 FAX. 8700 7523	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR (VIC) RICHARD DENNIS CARTER SIGNATURE: _____ DATE 13 / 9 / 2001 REF K 0406 VERSION 2	SHEET 2 OF 3 SHEETS DATE 25/09/01 COUNCIL DELEGATE SIGNATURE
	LENGTHS ARE IN METRES 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm		

PS447875P

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/07/2021 02:42:30 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS447875P**

The land in PS447875P is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

2 BAZENTIN STREET ALBION VIC 3020

PS447875P 18/02/2002

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
<b>Total</b>	<b>100.00</b>	<b>100.00</b>



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 08/07/2021 02:42:30 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS447875P**

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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 August 2021 09:38 AM

## PROPERTY DETAILS

Address: **3/1A GUNNEDAH STREET ALBION 3020**  
Lot and Plan Number: **Lot 4 PS447875**  
Standard Parcel Identifier (SPI): **4\PS447875**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **609941**  
Planning Scheme: **Brimbank**  
Directory Reference: **Melway 26 F10**

[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

[Planning Scheme - Brimbank](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ST ALBANS**

## OTHER

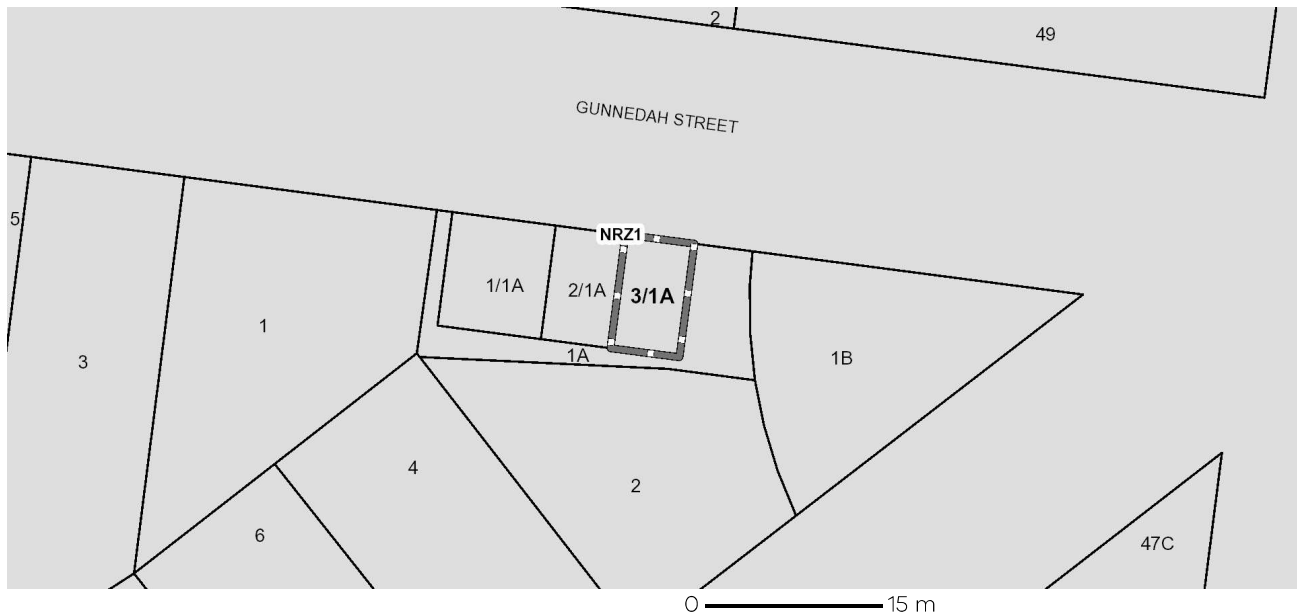
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

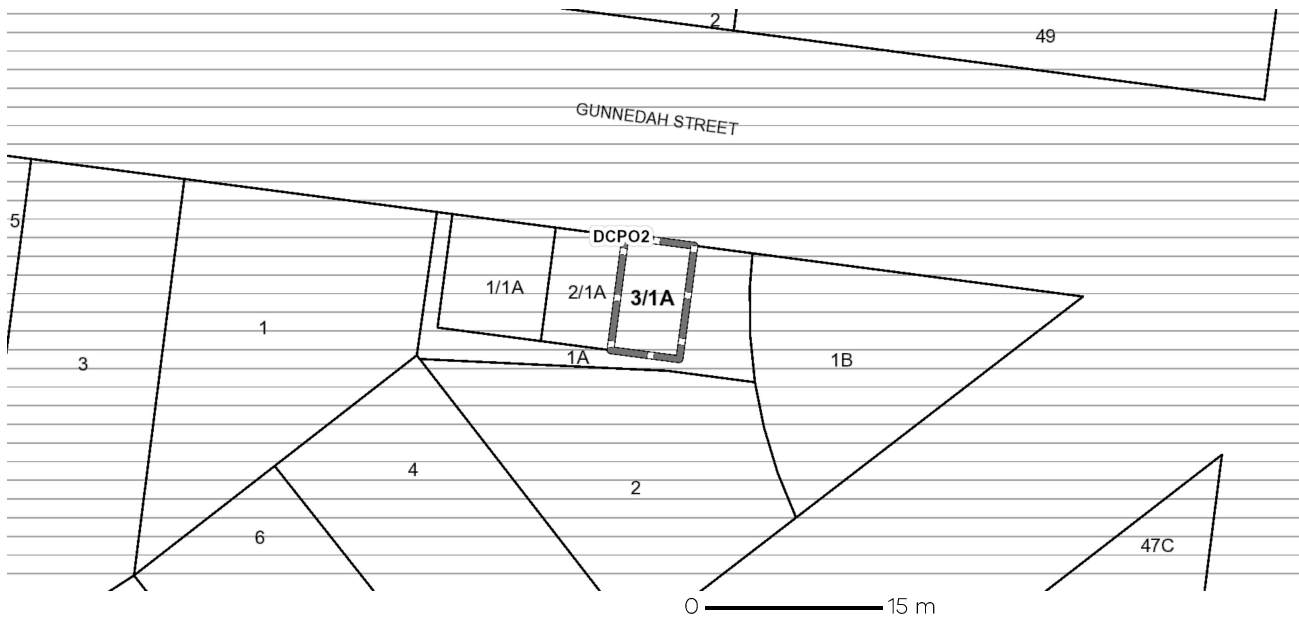


 **NRZ - Neighbourhood Residential**

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

## Planning Overlays

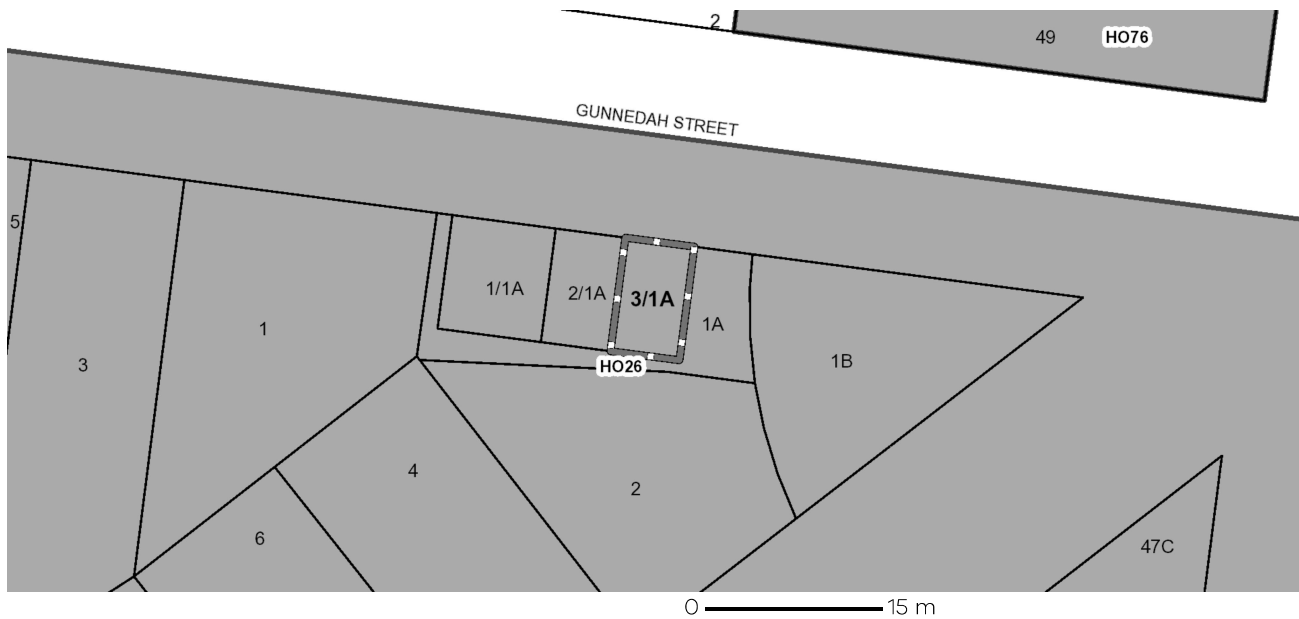
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)




 **DCPO - Development Contributions Plan**

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

HERITAGE OVERLAY (HO)  
HERITAGE OVERLAY - SCHEDULE (HO26)



 **HO - Heritage**

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

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



## Further Planning Information

Planning scheme data last updated on 29 July 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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 at Landata - <https://www.landata.vic.gov.au>

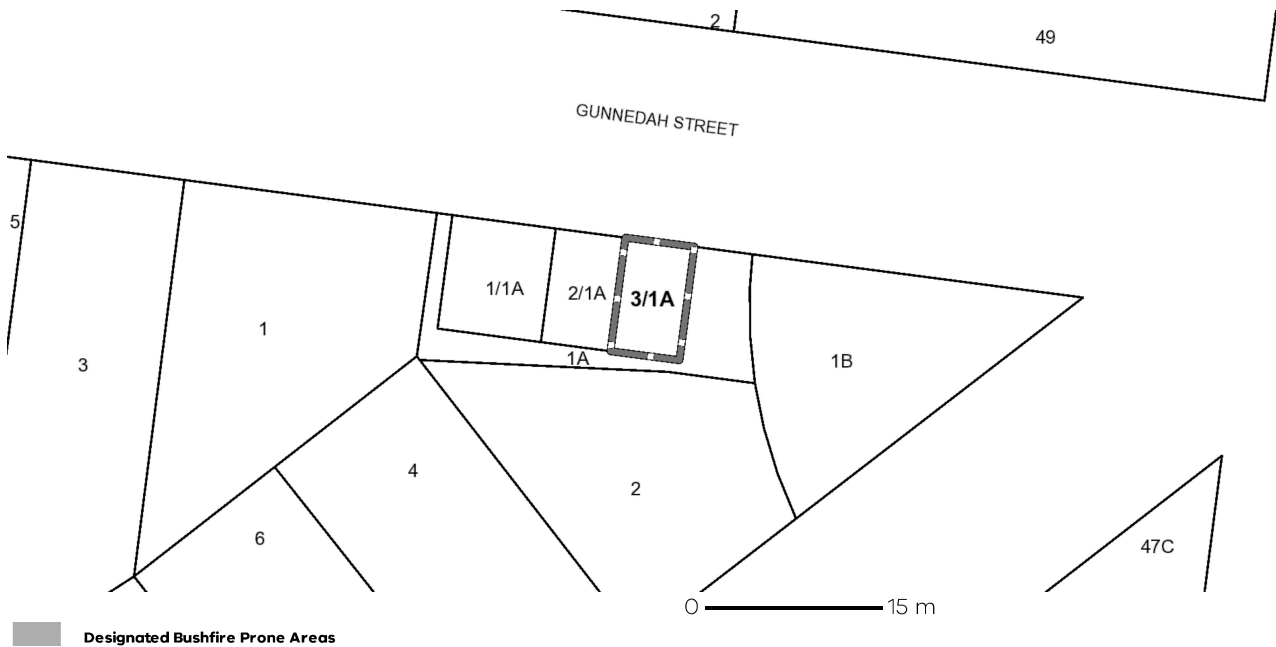
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Areas

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



**Designated Bushfire Prone Areas**

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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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



## **LAND INFORMATION CERTIFICATE**

Section 229 Local Government Act, 1989.

T 9249 4000  
W brimbank.vic.gov.au

PO BOX 70  
Sunshine, Victoria 3020

### ***Rates and Charges for period 1 July 2021 to 30 June 2022.***

Your Reference: 50962711-017-3  
Assessment Number: 609941

Certificate Number: 97834  
Issue date: 08/07/2021

#### **APPLICANT:**

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

#### **PROPERTY LOCATION: 3/1A GUNNEDAH STREET ALBION 3020**

Title: LOT: 4 PLN: 447875  
Volume No:  
Folio No.  
Ward: Harvester

Capital Improved Value: \$205,000  
Net Annual Value: \$10,250  
Site Value: \$112,500  
Effective Date: 1/07/2021  
Base Date: 01/01/2021

#### **RATES CHARGES AND OTHER MONIES:**

Residential Flats/Units Rate	\$413.28
Municipal Charge	\$77.63
140ltr Environmental Charge	\$304.30
Public Amenities Cleansing Levy	\$87.60
Fire Service Levy Residential Charge	\$114.00
Fire Service Levy Residential Rate	\$12.10
Rate Arrears to 30/06/2021:	\$0.00
Interest to 29/06/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Total Rates &amp; Charges Due:</b>	<b>\$1,008.91</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing	
<b>Special Charge:</b>	
nil	nil
<b>TOTAL DUE:</b>	<b>\$1,008.91</b>

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 609941  
Certificate Number: 97834



**Biller Code: 93948**  
**Reference No: 00000609941**  
**Amount: \$1,008.91**

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.  
**More info: [bpay.com.au](http://bpay.com.au)**

**ADDITIONAL INFORMATION:**

**IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'B. ...'.

-----  
AUTHORISED OFFICER



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1250 6358 5124

DATE OF ISSUE - 8/07/2021

APPLICATION NO.

961203

LANDATA COUNTER SERVICES

YOUR REF.

50962711-028-9

SOURCE NO. 99904685210

**PROPERTY:** UNIT 3/1A GUNNEDAH STREET ALBION VIC 3020

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of six hundred and fifteen dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/06/2021	0.00	0.00
PARKS SERVICE CHARGES	80.20	Annually	30/06/2021	0.00	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/06/2021	0.00	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/06/2021	0.00	0.00
<b>TOTAL</b>	<b>615.88</b>			<b>0.00</b>	<b>0.00</b>

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 615.88

**BALANCE including unbilled service charges** 615.88

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1250 6358 5124



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1250 6358 5124

DATE OF ISSUE - 8/07/2021

APPLICATION NO.

961203

This statement does not include any volumetric charges from 30/01/2017. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1250 6358 5124

DATE OF ISSUE - 8/07/2021

APPLICATION NO.

961203

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

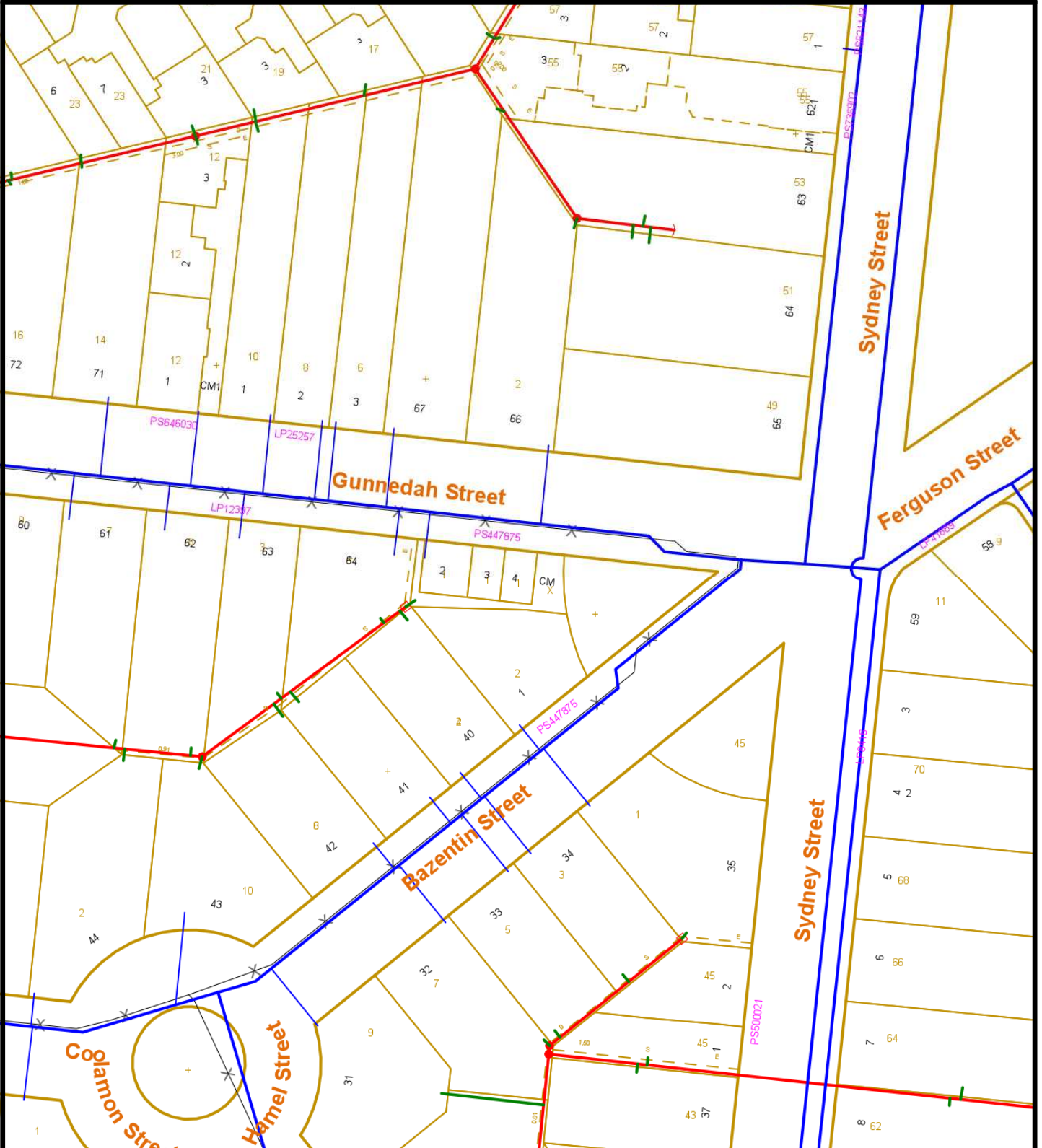
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 3/1 GUNNEDAH STREET ALBION 3020

### Application No. 961203



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 2px solid red; width: 20px; display: inline-block;"></span> Sewer Main</li> <li><span style="border-bottom: 2px dashed red; width: 20px; display: inline-block;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> Recycled Water Main</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> MW Channel</li> <li><span style="border-bottom: 2px dashed purple; width: 20px; display: inline-block;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> MW Underground Drain</li> <li><span style="border-bottom: 2px dashed purple; width: 20px; display: inline-block;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> MW Sewer Main</li> <li><span style="border-bottom: 2px dashed purple; width: 20px; display: inline-block;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> MW Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: gray; border: 1px solid gray;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: gray; border: 1px solid gray;"></span> MW Abandoned Manhole</li> </ul>	<p style="font-size: small;">Date: 08/07/2021</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



Your Reference: 50962711-018-0  
Our Reference: 18842  
Contact: Deanne Andrew  
Telephone no: 9249 4603

T 9249 4000  
W [brimbank.vic.gov.au](http://brimbank.vic.gov.au)  
E [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

PO BOX 70  
Sunshine Victoria 3020

301 Hampshire Road  
Sunshine

LANDATA  
GPO Box 527  
MELBOURNE VIC 3001

<b>Property Address:</b>	<b>3/1A GUNNEDAH STREET ALBION 3020</b>
<b>Title Information:</b>	<b>LOT: 4 PLN: 447875</b>

**(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;**

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection	
			Date	No.
Nil				

**(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);**

Statement Details	Date Issued	RBS Name
Nil		

**(c) Details of any current notice or order issued by the relevant building surveyor under the Act;**

Building Enforcement Type	Date Issued	RBS Name
Nil		

**PLEASE NOTE:**

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.

A handwritten signature in blue ink, appearing to read 'Ashley Hansen'.

**ASHLEY HANSEN  
MUNICIPAL BUILDING SURVEYOR  
BRIMBANK CITY COUNCIL**

**DATE:** 12 July 2021

## OWNERS CORPORATION CERTIFICATE

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

### Owners Corporation No

**Address: Unit 3, 1a Gunnedah Street, Albion 3020**

This certificate is issued for Postal address is Applicant for the certificate is Address for delivery of certificate is: Date that the application was received:	<b>Lot 4 on Plan of Subdivision No: PS447875P</b> <b>Unit 3, 1A Gunnedah Street Albion 3020</b> <b>PARKSIDE CONVEYANCING SERVICES</b> <b>2b, 1 Adelphi Boulevard Point Cook 3030</b> <b>4 August 2021</b>
<b>IMPORTANT:</b> The information in this certificate is issued on: <b>4 August 2021</b> 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 annual fees for the lot *per quarter or *annually (strike out if not applicable) are: Nil – only owners corporation insurance policy premium adjustable at settlement.
2.	The date which the fees for the lot have been paid up to is – N/A
3.	The total of any unpaid fees or charges for the lot are – N/A
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 - There are none.
6.	The owners corporation has the following insurance cover: <ul style="list-style-type: none"> <li>• the name of the company:</li> <li>• policy number:</li> <li>• type of policy:</li> <li>• buildings covered:</li> <li>• building amount: \$</li> <li>• public liability amount \$</li> <li>• renewal date</li> </ul> <p style="text-align: right; margin-top: 20px;">REFER ATTACHED</p>

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 - The total funds should report the best available statement of financial position of the owners corporation. NIL funds held.
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NO
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - NO
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, 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, 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, provide details - NO
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details -
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"> <li>• A copy of all resolutions made at the last annual general meeting – N/A</li> <li>• A copy of the consolidated rules registered at Land Victoria – Model Rules attached</li> <li>• A copy of Schedule 3 of the Owners corporations Regulations 2007 entitled “Statement of advice and information for prospective purchasers and lot owners”</li> </ul>
17.	<b>NOTE:</b>  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:  N/A

**DATED** the 4<sup>th</sup> day of August 2021

This owners corporation certificate was prepared by: Parkside Conveyancing Services

Postal address	PO Box 6035 Point Cook VIC 3030
(signature)	<i>Julie Desira</i>
(Print name)	Julie Desira
(name of management company if relevant) as delegate of the owners corporation	N/A

# STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

## **What is an owners corporation?**

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

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

## **How are decisions made by an owners corporation?**

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

## **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## **Further information**

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

## **Management of an owners corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR 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. Management and administration

#### 2.1 Metering of services and apportionment of costs of services

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

### 3. Use of common property

#### 3.1 Use of common property

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

#### 3.2 Vehicles and parking on common property

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

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

### 3.3 **Damage to common property**

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

## 4. **Lots**

### 4.1 **Change of use of lots**

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

#### **Example**

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

## 5. **Behaviour of persons**

### 5.1 **Behaviour of owners, occupiers and invitees on common property**

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

### 5.2 **Noise and other nuisance control**

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

## 6. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

LEVEL 21, 150 LONSDALE STREET MELBOURNE VIC 3000  
 GPO BOX 3208 MELBOURNE VIC 3001  
 Phone: (03) 8695 4000 Fax: (03) 9620 1969



Policy Number: CAH0010011  
 Payment Reference No.: 907922716  
 Period of Insurance:  
 From: 07/07/21  
 To: 07/07/22

Owners Corporation Plan No. PS - 447875P  
 212 MELBOURNE ROAD  
 WILLIAMSTOWN  
 VIC 3016

The Insured & Situation  
 Owners Corporation Plan No. PS - 447875P  
 1A GUNNEDAH STREET  
 ALBION  
 VIC 3020

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**COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL**  
 POLICY SCHEDULE - TAX INVOICE

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Cover Selected	Sum Insured
POLICY 1	121,551
COMMUNITY PROPERTY	18,233
COMMUNITY PROPERTY (Community Income)	Not selected
COMMUNITY PROPERTY (Common Area Contents)	Not selected
Sports Playing Field	Not selected
Extra Expenses	Not selected
Excess 5 Any event of any kind. \$300	
POLICY 2	Limit of Liability - 10,000,000
LIABILITY TO OTHERS	
POLICY 3	200,000/2,000
VOLUNTARY WORKERS - Refer to Table of Benefits	
POLICY 4	Not selected
WORKERS COMPENSATION (ACT, TAS & WA ONLY)	
POLICY 5	100,000
FIDELITY GUARANTEE	
POLICY 6	Not selected
OFFICE BEARER'S LEGAL LIABILITY	
POLICY 7	Not selected
MACHINERY BREAKDOWN	
POLICY 8	Not selected
CATASTROPHE (COMMUNITY ASSOCIATION)	Not selected
Extended cover – Community Income/Temp Accommodation/Storage	
POLICY 9	25,000
PART A - Government Audit Costs	100,000
PART B - Appeal Expenses - common property health & safety breaches	50,000
PART C - Legal Defence Expenses	
FLOOD	Selected
Excess FLOOD EXCESS \$300	
Exclusion 1a does not apply.	

Base Premium: 431.98  
 Levies: 0.00  
 GST: 52.20  
 Stamp Duty: 47.53  
 CHU Admin Fee: 90.00  
**TOTAL: 621.71**

Date of Issue: 08/07/21  
 This certificate forms part of your COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL  
 Refer to Important Information for Duty of Disclosure and Excess Descriptions.  
 Please refer to Product Disclosure Statement and Policy Wording QM563-0619

Our Ref: 21070127

Over/...



## IMPORTANT INFORMATION

### insurers

Policies issued by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261 on behalf of the insurers:- QBE Insurance (Australia) Limited ABN 78 003 191 035 of 8 Chifley Square Sydney NSW 2000 (AFS Licence No: 239545)

### your duty of disclosure

Before you renew or vary this contract of insurance, 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 and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to renew the contract.

### if you do not tell us something

If you do not tell us anything you are required to tell us, 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.

### excesses - explanatory notes

Whenever an Excess Number and amount is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that numbered Event.

The Event to which the number refers is:

1. Damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
2. Damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
3. Breakage of or damage to glass or mirrors.
4. Storm and/or tempest.
5. Any Event of any kind.
6. Damage to electric motors.
7. Malicious acts, vandalism, graffiti.
8. Impact caused by road Vehicles or animals.
9. Burglary or theft or any attempt thereat.



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### Workers compensation wages declaration - (applicable in WA, TAS and ACT only)

Number of employees: \_\_\_\_\_ Total wages paid (not including those paid to contractors): \$ \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Policy No: CAH0010011 Plan No: Owners Corporation Plan No. PS - 447875P

# COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL

Owners Corporation Plan No. PS - 447875P  
 212 MELBOURNE ROAD  
 WILLIAMSTOWN  
 VIC 3016

Date: 08/07/21  
 Payment Reference No.: 907922716

## New Policy thank you for choosing CHU

### Pay in 3 easy steps

#### 1 Please check

- All documents.
- Refer to 'Important Information' overleaf.
- Advise us if anything needs changing.

#### 2 To make changes

- Please call 03 8695 4000 or
- Email [info\\_VIC@chu.com.au](mailto:info_VIC@chu.com.au)

#### 3 To pay

- Please follow the 'How to Pay' instructions  
 For more information please visit  
[www.chu.com.au](http://www.chu.com.au). Thank you.

### How to Pay - convenience of 5 options



**EFT / DIRECT DEPOSIT**  
 Macquarie Bank BSB: 182-222  
 Account No.: 301926960  
 Payment Reference No.: 907922716



Billers Code: 667154  
 BPAY Reference: 3019269600907922716

Pay this bill online via internet banking.



**CHEQUE** Send your cheque, together with the Payment Slip below  
 Payable to: **CHU Underwriting Agencies Pty Ltd**  
 Mail to: **GPO Box 4571 Sydney NSW 2001**



**CREDIT CARD** at [www.chu.com.au](http://www.chu.com.au)  
 Please quote payment reference 907922716  
 Payments by credit card may attract a surcharge



**POST OFFICE** Present the payment slip below with  
 your payment at any Australia Post outlet or agent.



## CHU PAYMENT SLIP

Please complete this slip for cheque  
 and post office payments ONLY



Owners Corporation Plan No. PS - 447875P  
 1A GUNNEDAH STREET  
 ALBION VIC 3020

#### Premium Due

\$621.71

#### Amount Paid

\$

Please add amount and turn over  
 for further instructions



\*453 301926960 00907922716