

DATED

2023

ZAIA YOUSIF ZIA AND NADIA ZIA

to

CONTRACT OF SALE OF LAND

Property: Unit 1/239 Melrose Drive, Tullamarine 3043

FRANK J. HORVAT & CO. PTY.

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Ref: FJH:JR:39775
Date Prepared: 10 March 2023

Contract of Sale of Land

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions (which are in standard form: see general condition 6.1)
- in that order of priority.

Property: Unit 1/239 Melrose Drive, Tullamarine VIC 3043

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

.....

..... on..... //2023

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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

.....

..... on..... //2023

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

ZAIA YOUSIF ZIA AND NADIA ZIA

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

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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 as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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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

Jason Real Estate
201B Melrose Drive, Tullamarine, VIC 3043

Email: contact@jasonrealestate.com.au

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

Vendor

Zaia Yousif Zia and Nadia Zia
Of 12 Peterborough Court, Attwood, VIC 3049

Email:

Vendor's legal practitioner or conveyancer

Frank J. Horvat & Co. Pty.
115A Wheatsheaf Road, Glenroy Vic 3046
PO Box 196, Glenroy Vic 3046

Email: julie@frankhorvat.com.au

Tel: (03) 9300 1077 Mob: Fax: Ref: FJH:JR:39775

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	12361	Folio	017	1	PS849022F
Volume		Folio			

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 1/239 Melrose Drive, Tullamarine 3043**

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on the day of 20..... Or earlier by mutual agreement

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building 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

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

See Attached

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 purchase’s obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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. BUILDING WARRANTY INSURANCE

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

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*.
-

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 is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until 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) payments 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 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 purposes 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 a.m. and 4.00 p.m. 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. Special 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 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 special 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 vendors subscriber or the electronic lodgement network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 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 that 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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SALE OF LAND REGULATIONS 2014
SCHEDULE 1
GENERAL RULES FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the Vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

9. Sale by Auction:

The property is offered for sale by auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 and Schedule 5 to the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

SALE OF LAND REGULATIONS 2014

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. Meaning of Vendor:

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

2. Bidding by Co-Owners:

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

3. Vendor Bids:

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

The auctioneer can only make a Vendor bid if:

- a) the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a Vendor, and states how these bids will be made; and
- b) the auctioneer states when making the bid that it is a bid for the Vendors. The usual way for an auctioneer to indicate that the auctioneer is making a Vendor bid is to say "Vendor bid" in making the bid.

4. What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether Vendor bids can be made. The auctioneer must display the rules that apply at the auction.

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

5. Copies of the rules:

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

6. Questions:

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

7. Forbidden activities at auctions:

The law forbids:

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

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

8. Who made the bid?

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

9. It is an offence to disrupt an auction:

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

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

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

11. What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

SPECIAL CONDITIONS

1. Corporation

If the Purchaser is a corporation and intends to nominate a co-Purchaser or substitute Purchaser the Purchaser shall upon demand by the Vendor forthwith deliver to the Vendor an enforceable Guarantee and Indemnity of the full observance and performance by the Purchaser of every obligation of the purchase under this Contract duly executed by each and every Director of the Purchaser and any other person or corporation as may reasonably be required by the Vendor;

The Guarantee and Indemnity will be in a form stipulated by the Vendor as attached to this Contract and will be prepared by or on behalf of the Vendor but at the cost of the Purchaser;

If the duly executed Guarantee and Indemnity is not delivered to the Vendor within seven (7) days of the demand therefore the Purchaser will be deemed to be in default under this Contract.

2. Acceptance of use of Land

- a) The Purchaser shall satisfy himself on the matter of use of the land and shall be deemed to have accepted this Contract with full knowledge and subject to any prohibition or restriction thereon and in particular as to the use of the land whether under or in pursuance of an Act, Ordinance, Regulation, By-law, Town Planning Scheme or Interim Development Order or other Statutory Enactment or Order of Court or otherwise;
- b) Completion of this Contract shall not be conditional or dependent upon any matter referred to in this Special Condition.

3. Condition of Property

3.1. General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 shall not apply to this Contract.

3.2. The property and any chattels are sold:

- a) In their present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

3.3. The Purchaser agrees not to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters contained in this clause.

3.4. The Purchaser agrees that no failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects or validity of this Contract.

4. Vendors Agents Representations

The Purchaser acknowledges that the Vendor's Agent has acted as Agent of the Vendor and that no information representation or warranty (save such as are contained in the Vendor's Statement made pursuant to Section 32 of the Sale of Land Act) of the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon.

5. Deposit

The deposit moneys payable by the Purchaser shall be paid to either the Vendor's Agent or the Vendor's solicitors, Frank J. Horvat & Co. Pty to be held on trust for the Purchaser as stakeholder pursuant to Section 24 of the Sale of Land Act 1962.

6. Deposit Release

6.1. General Condition 14.3(a) is varied by deleting the words "to the satisfaction of the Purchaser";

6.2. General Condition 14.3(a) (ii) is varied to provide as follows:

"If there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of deposit paid"

6.3. The Purchaser will not call upon the Vendor to provide details of any mortgage or Caveat secured against the property in accordance with the requirements of Section 27 of the Sale of Land Act on Bank letterhead.

7. Restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Ministry for Planning and Environment and any other town planning acts or schemes.

8. Vendors Lawyers

The Solicitors acting on behalf of the Vendor are Frank J. Horvat & Co. Pty of 115A Wheatsheaf Road, Glenroy VIC, 3046.

9. Stamp Duty: Purchasers buying unequal interest:

- a) If there is more than one (1) Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions);
- b) If the proportions recorded on the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- d) This Special Condition will not merge on completion.

10. Purchaser in Default

10.1. Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon

demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract.

- 10.2. General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss':

- a) all costs associated with bridging finance to complete the Vendor's purchase of another property;
- b) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;
- c) accommodation expenses incurred by the Vendor;
- d) the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
- e) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and
- f) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property".

- 10.3. The "reasonable costs" referred to in General Condition 32(a) includes \$800.00 plus GST for the preparation of a notice of default (or any lesser amount demanded by the Vendor).

11. Adjustments

11.1. Rate and tax adjustments

- a) The Vendor shall pay or discharge all rates, taxes and other outgoings (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the Settlement Date.
- b) The Purchaser shall pay, adjust or discharge all rates and taxes and other outgoings with respect to the Property from the Day of Settlement.
- c) Rates, taxes and other outgoings shall be apportioned at Completion:
 - i. In the case of those paid by the Vendor, on the amount actually paid;
 - ii. In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
 - iii. In the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority; and
 - iv. In the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the Completion Date, on the amount payable in that separate assessment disregarding any discount

for early payment.

11.2. General Condition 23.2(b) shall not apply to this Contract.

11.3. Despite any other provision in this Contract, the parties agree that:

- a) For the purpose of Special Condition 11.3 the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (Land Tax Assessment); and
- b) Land Tax is adjusted:
 - i. between the Vendor and the Purchaser on the basis that the amount to be apportioned between them is the proportional land tax applicable to the property and set out in the attached Land Tax Certificate.

11.4. The Statement of Adjustments and supporting certificates must be provided to the Vendors representative at least three business days prior to settlement. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of \$165.00 to the Vendors representative.

12. Loan

12.1. General Condition 20.2(c) is varied by including the words “and provides the Vendor’s Solicitors a letter from a financial institution (not a broker or other source);

12.2. General Condition 20.2(c) is varied by deleting the words “on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor:”

13. Late Settlement

If the Purchaser fails to settle on the date scheduled for settlement and settlement is rescheduled the Purchaser will be in default of this Contract and shall pay the Vendor’s legal practitioner for any rescheduled settlement on the next or following days which attract a fee of \$350.00 plus GST such additional amount or amounts to be paid at settlement.

14. Contract Variations

14.1. The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor’s legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.

14.2. If the Purchaser requests for any variation to the Contract after signing, the Purchaser agrees to pay the Vendor’s legal representative on settlement by way of adjustment a cost of \$350.00 plus GST for every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the Contract.

15. Nomination

15.1. The Purchaser may nominate a substitute Purchaser and may only exercise the Purchaser’s rights under General Condition 4 if the Purchaser delivers to the Vendor at least 14 days before settlement a signed notice nominating an additional or substitute Purchaser (“Deed of Nomination”):-

- a) properly completed with all of the relevant details;

- b) executed by the Purchaser and the nominated Purchaser ("Nominee");
- c) an amount of \$440.00 inclusive of GST payable to the Vendor's Lawyer at settlement being their costs for advising the Vendor on compliance with this Special Condition;
- d) accompanied by the guarantee and indemnity as required which is attached herewith
- e) includes:
 - i. if the Purchaser is not a Foreign Person, a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor. The Purchaser and the Nominee jointly and severally indemnify the Vendor against all Claims and losses which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or become liable for) as a consequence of the Vendor having relied upon the nominee's warranty; or
 - ii. if the Purchaser is a Foreign Purchaser, a copy of the FIRB Approval for its purchase of the Property from the Vendor; and
 - iii. (if the margin scheme applies) a written agreement by the Nominee with the Vendor that the Vendor will apply the margin scheme to calculate the GST payable in respect of the taxable supply for which the consideration of the Price.

15.2. In the event that the Purchaser exercises a nomination within 14 days of settlement an additional fee of \$330.00 will be payable to the Vendor's Lawyers at settlement due to additional costs incurred by the Vendor due to short notice.

16. Contamination of Land

The Purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

17. Early Possession

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the reasonable costs associated with the said preparation.

18. Swimming Pool/Spa

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that they have made their own enquiries regarding its compliance or their obligations as future owners under the provisions of any Building Regulations and have not relied on any representations made by the Vendors or the Agents in this regard.

19. Supply and Connection of Services

The Vendor and Purchaser agree that:

- a) **ELECTRICITY:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of electricity with his/her chosen service provider.
- b) **GAS:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of gas with his/her chosen service provider.
- c) **WATER & SEWERAGE:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of water/sewerage to the property with his/her chosen service provider.
- d) **TELEPHONE:** The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of telephone services with his/her chosen service provider.

NOTE: In the event that the Vendor has paid for connection fees the Purchaser will reimburse the Vendor for the cost of same.

20. Owner Builder Warranty (if applicable) – BUILDING ACT 1993 – SECT 137C

- 20.1. The following warranties are part of every Contract to which section 137B applies which relates to the sale of a home –
 - a) the Vendor warrants that 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 workmanlike manner; and
 - b) the Vendor warrants that 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) the Vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.
- 20.2. In addition to the Purchaser under a Contract to which section 137B applies, any person who is a successor in title to the Purchaser may take proceedings for a breach of the warranties listed in subsection (20.1) as if that person were a party to the Contract.

21. FIRB: (Foreign Investment Review Board)

- 21.1. The Purchaser warrants to the Vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers Act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as result of the Vendor having relied on this warranty at the time of entering into this Contract.
- 21.2. Where the Purchaser is not a resident and ordinarily domiciled in Australia or a foreign company, the Purchaser shall:

- a) within 60 days of request of the Vendor produce to the Vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of:
 - i. written confirmation from an Australian bank showing funds on deposit being available for the settlement of the Contract;
 - ii. a letter of approval from an Australian Bank in respect of any loan to be taken out by the Purchaser for the settlement of the Contract;
 - iii. any other approval or confirmation approved by the Vendor sufficient to show the ability of the Purchaser to pay the residue owing.
- b) any failure by the Purchaser to comply with the provisions of this clause shall be deemed a material breach of this Contract and the Vendor shall be entitled to rescind this Contract.

22. Christmas & New Year Period

- 22.1. If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January of the following calendar year.
- 22.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set and 15 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

23. Self-Representative Purchaser

In the event that the Purchaser/s will be self-representing then the Purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing Real Estate transactions. The self-represented Purchaser/s is placed on notice that if the VOI is not supplied prior to the settlement date the Vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the Purchaser/s has provided formal verification of identity in the appropriate format.

24. MSA Levy – (if applicable)

- 24.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic) ("MSA Act") namely the Melbourne Strategic Assessment ("MSA").
- 24.2. The Purchaser acknowledges that subject to either: -
 - a) Settlement occurring; or
 - b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a "Levy event" which has the meaning given to that term in the MSA Act in relation to the Property ("MSA Levy")

the Purchaser in accordance with this Special Condition 24 is and will be wholly and solely liable for payment of the MSA Levy in respect of the Property.
- 24.3. If the MSA Levy arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed

in writing by the Vendor either: -

- a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the relevant Authority in respect of such MSA Levy on or prior to the due date for payment; or
- b) Make payment of the MSA Levy on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the MSA Levy payment made and as and when requested by the Vendor.

24.4. The Purchaser will have full carriage of all applications submissions and proceedings relating to the MSA and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

24.5. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any MSA Levy or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

25. GAIC – (if applicable)

25.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Planning and Environment Amendment (Growth Areas Infrastructure Contribution) Act 2010* (Vic) ("GAIC Act") namely the Growth Areas Infrastructure Contribution ("GAIC").

25.2. The Purchaser acknowledges that subject to either: -

- a) Settlement occurring; or
- b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a GAIC event which, has the meaning given to that term in the *Planning and Environment Act 1987* (Vic) in relation to the Property

the Purchaser in accordance with this Special Condition 25 is and will be wholly and solely liable for payment of GAIC in respect of the Property.

25.3. If GAIC arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either: -

- a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the State Revenue Office in respect of such GAIC on or prior to the due date for payment; or
- b) Make payment of the GAIC on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the GAIC payment made and as and when requested by the Vendor.

25.4. The Purchaser will have full carriage of all applications, submissions and proceedings relating to GAIC and must keep the Vendor at all times fully informed by providing the Purchaser with

copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

- 25.5. The Purchaser will not lodge any type of application, submission or proposal of any nature with Council for purposes of obtaining any planning permit or approval for their intended development of the property prior to settlement having occurred.
- 25.6. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any GAIC or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

26. Windfall Tax – (if applicable)

The Purchaser is responsible for the payment of any notice, demand or levy imposing any liability on the property without limitation and including but not limited to any liability for the payment of any Windfall Gains Tax (*as that term is defined in the Windfall Gains Tax and State Taxation and other Acts Further Amendment Act 2021*) or any other tax or imposition that does not relate to periodic outgoings made before or after the day of sale noted on the Contract of Sale.

Upon any liability being struck, the Purchaser will promptly pay the liability before the due date. In the event the Purchaser fails to pay the liability by the due date, the Purchaser will be responsible for all outstanding fees, interest and any costs incurred. If the liability is not paid by the due date, the Vendor will charge penalty interest pursuant to the *Penalty Interest Rates Act 1983* (Vic) (currently 10% per annum) per annum, calculated on a daily basis on the balance outstanding for each day payment becomes overdue.

- 27. If there is any inconsistency between the General Conditions and any Special Condition, then to the extent of any inconsistency the Special Condition will prevail and have priority.

DEED OF GUARANTEE

THIS DEED dated day of 2023

BETWEEN Zaia Yousif Zia and Nadia Zia

of 12 Peterborough Court, Attwood, VIC 3049

(Vendor)

AND

of _____

(Purchaser)

AND

of _____

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

EXECUTED BY)	
)	
ACN		
in accordance with Section 127 of the Corporations Act 2001 by being signed by the Authorised person:		Director Name: Address:
		Secretary Name: Address:

SIGNED BY THE SAID)	
)	
in the presence of:)	
		Signature
Signature of witness		
Print name of witness		

SIGNED BY THE SAID)	
)	
in the presence of:)	
		Signature
Signature of witness		
Print name of witness		

Due Diligence Checklist

(04/10/2016) consumer.vic.gov.au/duediligencechecklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S GOODS AND SERVICES TAX (GST) WITHHOLDING NOTICE

Date of Issue: 08 / 03 / 2023

TO THE PURCHASER: -

In accordance with Section 14-255 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (TAA 1953), you are notified that our supply of real property to you is:

VENDOR/S: Zaia Yousif Zia and Nadia Zia

PROPERTY ADDRESS: Unit 1/239 Melrose Drive, Tullamarine VIC 3043

Are you are required to withhold a GST amount from the Contract Price and remit it to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth)

☐ Yes ☒ No

(If yes, please complete the Supplier Details and Transaction Details below)

Supplier Details:

Entity Name:

ABN: (if applicable)

Entity Type: (Individual/Company)

Telephone Number:

Address:

Transaction Details:

Margin Scheme Applies: ☐ Yes ☐ No

Contract Price (GST Inclusive): \$

Withholding Payment Amount: \$

Due Date (Settlement Date):

Vendor/s Signatures:

Vendor/s Names: Zaia Yousif Zia

Nadia Zia

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Unit 1/239 Melrose Drive, Tullamarine 3043	
Vendor's name	Zaia Yousif Zia	Date / /
Vendor's signature		
Vendor's name	Nadia Zia	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$6,000.00

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

--

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

Page 1 of 1

VOLUME 12361 FOLIO 017

Security no : 124104561611D
Produced 10/03/2023 10:19 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 849022F.
PARENT TITLE Volume 09250 Folio 218
Created by instrument PS849022F 02/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZAIA YOUSIF ZIA
NADIA ZIA both of 12 PETERBOROUGH COURT ATTWOOD VIC 3049
PS849022F 02/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS849022F 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 1 239 MELROSE DRIVE TULLAMARINE VIC 3043

ADMINISTRATIVE NOTICES

NIL

eCT Control 21262X FRANK J. HORVAT & CO., PTY.
Effective from 02/03/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS849022F
Number of Pages (excluding this cover sheet)	2
Document Assembled	10/03/2023 10:20

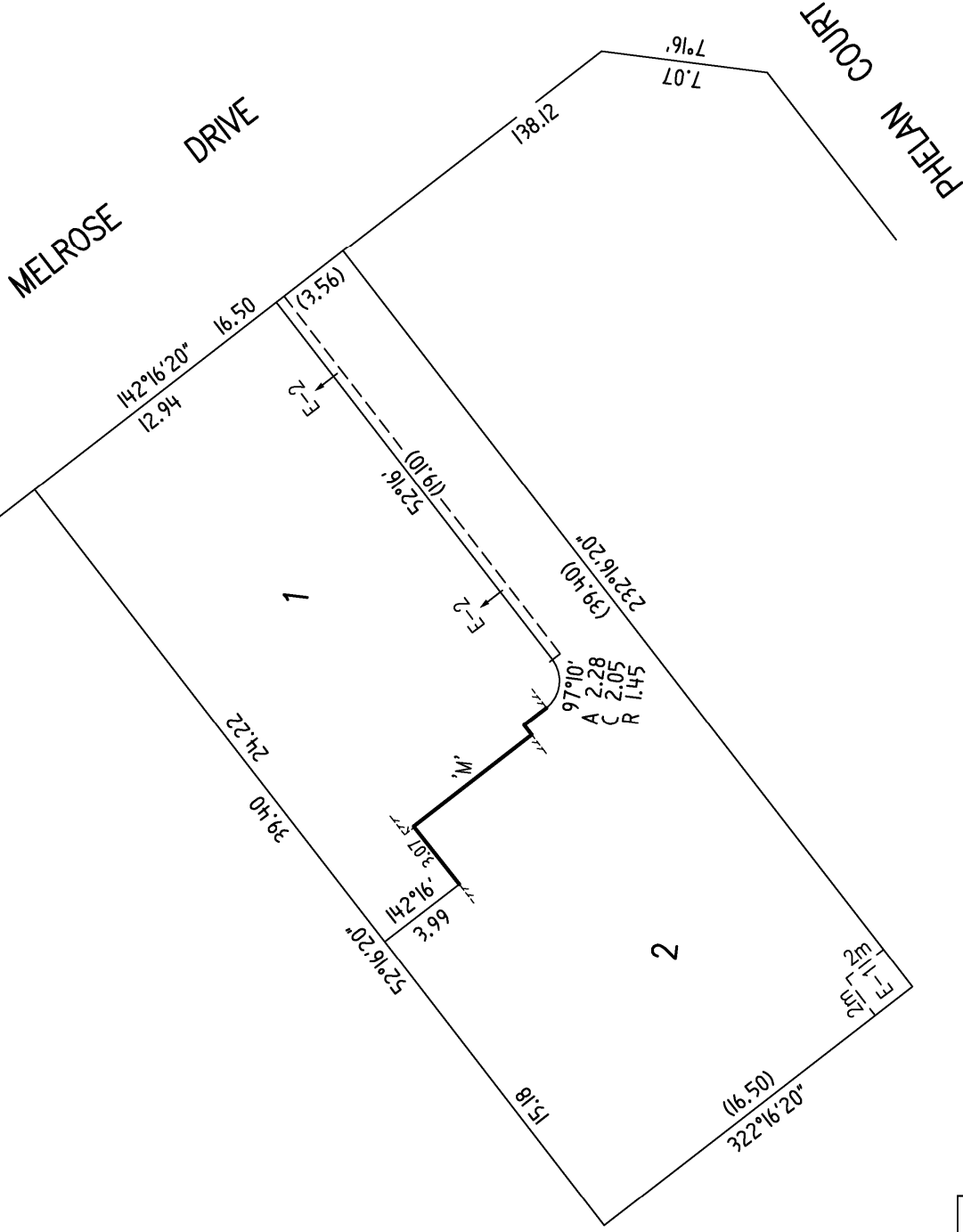
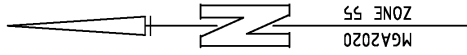
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1	STAGE -	PS 849022F
LOCATION OF LAND PARISH: TULLAMARINE TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 3 TITLE REFERENCE: Vol. 09250 Fol. 218 LAST PLAN REFERENCE: Lot 44 on LP 121350 POSTAL ADDRESS: 239 MELROSE DRIVE (at time of subdivision) TULLAMARINE 3043 GDA2020 CO-ORDINATES: E: 312860 ZONE: 55 (of approx centre of land in plan) N: 5825720 GDA 2020			Council Name: Hume City Council Council Reference Number: S009480 Planning Permit Reference: P23574 SPEAR Reference Number: S172118M Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 24/12/2021 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Jouna KOLOSE for Hume City Council on 25/01/2022		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES		
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No.P23574 This survey has been connected to Tullamarine PM 145 In Proclaimed Survey Area No.--					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1 E-1 E-1	DRAINAGE & SEWERAGE SEWERAGE DRAINAGE	SEE PLAN SEE PLAN SEE PLAN	LP 121350 THIS PLAN THIS PLAN	LOTS ON LP 121350 WESTERN REGION WATER CORPORATION HUME CITY COUNCIL	
E-2	CARRIAGEWAY	0.41	THIS PLAN	LOT 1 ON THIS PLAN	
PETER RICHARDS SURVEYING 337-339 GREENSBOROUGH ROAD WATSONIA 3087 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au		SURVEYORS FILE REF: 18614 Digitally signed by: Graeme Schneider, Licensed Surveyor, Surveyor's Plan Version (5), 19/01/2022, SPEAR Ref: S172118M		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS
				PLAN REGISTERED TIME: 11.33am DATE: 2 / 3 / 2022 HEATH RICHARDS Assistant Registrar of Titles	

PS 849022F



SURVEYORS FILE REF: 18614

PETER RICHARDS SURVEYING

337-339 GREENSBOROUGH ROAD WATSONIA 3087
Tel: 9432 6944 Fax: 9434 4052
POSTAL ADDRESS: P.O. Box 237
WATSONIA 3087
subdivisions@prssurveying.com.au

SCALE
1:200

LENGTHS ARE IN METRES
0 2 4 6 8

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: Graeme Schneider, Licensed Surveyor,
Surveyor's Plan Version (5),
19/01/2022, SPEAR Ref: S172118M

Digitally signed by:
Hume City Council,
25/01/2022,
SPEAR Ref: S172118M

PROPERTY REPORT

From www.planning.vic.gov.au at 10 March 2023 08:38 AM

PROPERTY DETAILS

Address: **1/239 MELROSE DRIVE TULLAMARINE 3043**

Lot and Plan Number: **Lot 1 PS849022**

Standard Parcel Identifier (SPI): **1\PS849022**

Local Government Area (Council): **HUME**

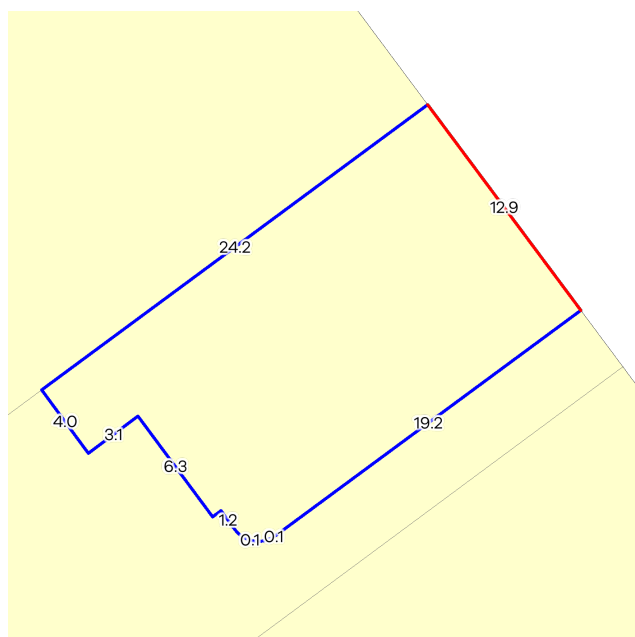
Council Property Number: **501265**

Directory Reference: **Melway 5 H12**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 284 sq. m

Perimeter: 74 m

For this property:

— Site boundaries

— Road frontages

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

17 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **SUNBURY**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

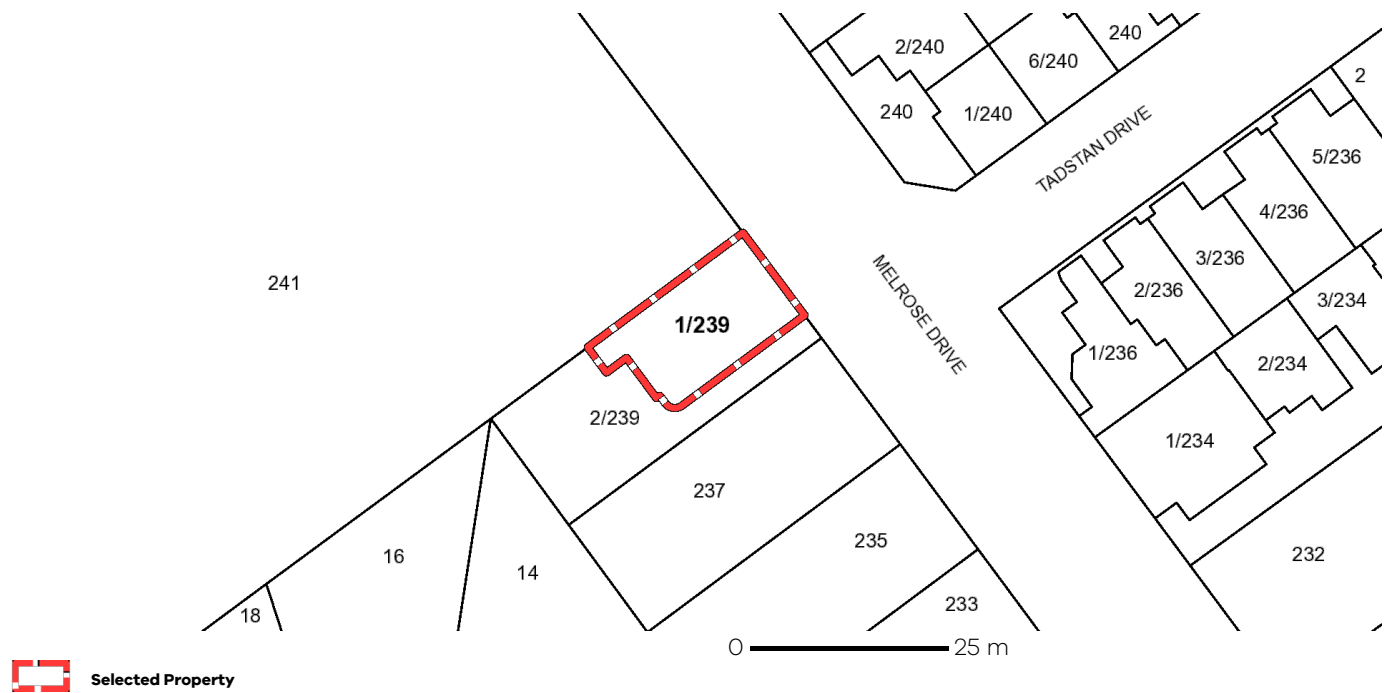
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 10 March 2023 08:38 AM

PROPERTY DETAILS

Address: **1/239 MELROSE DRIVE TULLAMARINE 3043**
Lot and Plan Number: **Lot 1 PS849022**
Standard Parcel Identifier (SPI): **1\PS849022**
Local Government Area (Council): **HUME**
Council Property Number: **501265**
Planning Scheme: **Hume**
Directory Reference: **Melway 5 H12**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

OTHER

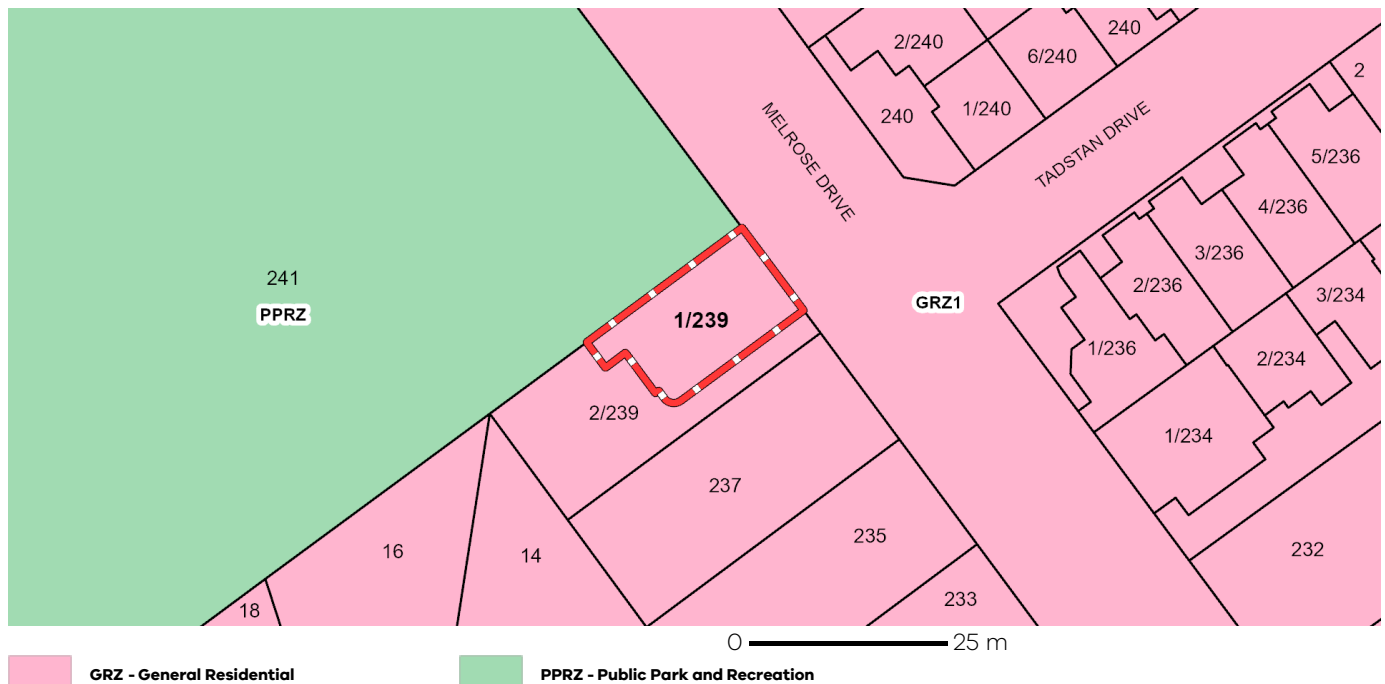
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 1/239 MELROSE DRIVE TULLAMARINE 3043

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 8 March 2023.

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.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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 this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.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)



ABN: 14 854 354 856

Rates & charges instalment notice

For the period 1 July 2022 to 30 June 2023

Enquiries: 9205 2200



Z ZIA & N ZIA
12 PETERBOROUGH CT
ATTWOOD VIC 3049



023
1011286
R2_4355

PROPERTY NUMBER: 501265

PAYMENT REFERENCE: 9241787

DATE OF ISSUE: 20/01/2023



For emailed notices:
hume.enotices.com.au
Reference: 38FC06526X

PROPERTY DETAILS

1/239 MELROSE DR TULLAMARINE VIC 3043
Lot 1 PS 849022F Vol 12361 Fol 017

Site Value

\$306,000

Capital Improved Value

\$537,000

Net Annual Value

\$26,850

Level of Value Date: 01/01/2022

Date Adopted for Rating Purposes: 01/07/2022

RATES & CHARGES

3rd Instalment

TOTAL PAYABLE BY 28.02.2023

\$433.00

\$433.00

This notice includes payments made to 19/01/2023

INSTALMENT AMOUNT DUE

\$433.00

DUE DATE

28/02/2023

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am-5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

HOW TO PAY



BPAY (BPAY View Registration No: 9241787)

Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9241787



POST BILLPAY

BILLPAY CODE: 0862
REF: 9241 787



*862 9241787



ONLINE OR PHONE

Call 13 18 16 or visit hume.vic.gov.au/pay



DIRECT DEBIT

Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



IN PERSON

Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your nearest
Post Office.



MAIL

Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1251 3286 2103

DATE OF ISSUE - 10/03/2023

APPLICATION NO.

1107469

LANDATA COUNTER SERVICES

YOUR REF.
68182108-021-3

SOURCE NO. 99904685210

PROPERTY: 1/239 MELROSE DRIVE TULLAMARINE VIC 3043

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of one hundred and thirty eight dollars and sixty seven cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	31/03/2023	82.26	0.00
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	31/03/2023	154.71	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	31/03/2023	179.04	0.00
TOTAL	636.28			497.61	0.00

Service charges owing to 30/06/2022 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 138.67

BALANCE including unbilled service charges 138.67

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1251 3286 2103



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1251 3286 2103

DATE OF ISSUE - 10/03/2023

APPLICATION NO.

1107469

This statement does not include any volumetric charges from 27/07/2020. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western 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.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1251 3286 2103

DATE OF ISSUE - 10/03/2023

APPLICATION NO.

1107469

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 Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line extending to the right.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN 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.

Greater Western 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 Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western 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.

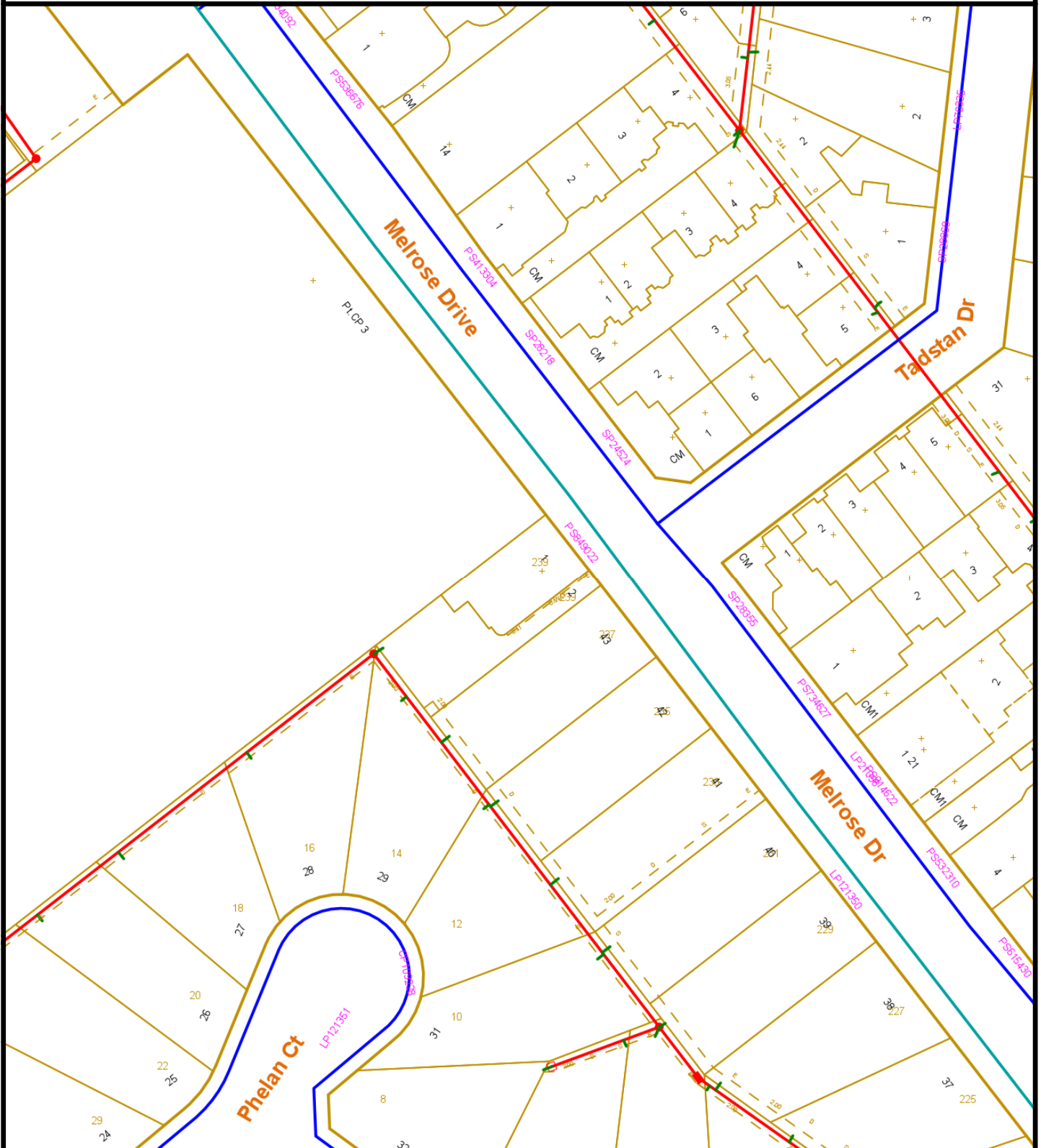


Greater
Western
Water

Encumbrance Plan

1/239 MELROSE DRIVE TULLAMARINE 3043

Application No. 1107469



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	 Date: 10/03/2023
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

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.

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference:	39775
Certificate No:	61385287
Issue Date:	10 MAR 2023
Enquiries:	ESYSPROD

Land Address: UNIT 1, 239 MELROSE DRIVE TULLAMARINE VIC 3043						
Land Id	Lot	Plan	Volume	Folio	Tax Payable	
33514666	1	849022	12361	17	\$977.97	

Vendor: NADIA ZIA & ZAIA YOUSIF ZIA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ZAIA YOUSIF ZIA	2023	\$306,000	\$977.97	\$0.00	\$977.97

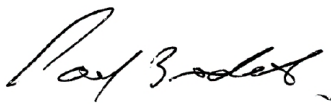
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$537,000
SITE VALUE:	\$306,000
AMOUNT PAYABLE:	\$977.97



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

Certificate No: 61385287

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$387.00

Taxable Value = \$306,000

Calculated as \$375 plus (\$306,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 61385287

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 61385287

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Section 151 *Owners Corporation Act 2006* and Regulation 16 *Owners Corporations Regulations 2018*

Owner's Corporation Number:	OC PS849022F
This certificate is issued for:	Unit 1/239 Melrose Drive, Tullamarine, Victoria 3043
Applicant for the certificate is:	Zaia Yousif Zia and Nadia Zia
Address for delivery of certificate is:	Unit 1/239 Melrose Drive, Tullamarine, Victoria 3043
Date that the application was received:	10 March 2023

IMPORTANT:

The information in this certificate is issued on **10 March 2023**

Plan of Subdivision No 1 is a two-lot subdivision

Section 7(1) of the Owners Corporation Act 2006 provides that an owners corporation for a two-lot subdivision is exempt from compliance with -

- (a) sections 18, 31, 32, 59, 60, 61, 62, 65, 93, 94, 95, 96 and 97 and
- (b) Divisions 2,3 and 4 of Part 3; and
- (c) Divisions 1, 2, 3, 4 and 5 of Part 4; and
- (d) Divisions 1 and 2 of Part 9; and
- (e) Division 1 of Part 10

Therefore this subdivision is exempt from the requirement to prepare or maintain an owners corporation register and hold an annual general meeting.

1.	The current annual fees for the lot for each *quarter or *annually (*strike out if not applicable) are:												
	\$1,183.41 p.a. divided by 2 = \$591.70 p.a. per unit												
2.	The date to which the fees for the lot have been paid up to is:												
	26 August 2023 The Insurance will not be renewed by the Vendors. The Purchaser to take out their own building insurance as at 26 August 2023.												
3.	The total of any unpaid fees or charges for the lot are:												
	NIL												
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:												
	NIL												
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:												
	NIL												
6.	The owners corporation has the following insurance cover:												
	<table> <tr> <td>(a) the name of the company</td><td>SEE ATTACHED CERTIFICATE</td></tr> <tr> <td>(b) the number of the policy -</td><td>HFA031260552</td></tr> <tr> <td>(c) the kind of policy -</td><td>Strata Insurance</td></tr> <tr> <td>(d) the buildings covered</td><td></td></tr> <tr> <td>(e) the building amount</td><td>\$852,600.00</td></tr> <tr> <td>(f) the public liability amount</td><td>\$20 Million</td></tr> </table>	(a) the name of the company	SEE ATTACHED CERTIFICATE	(b) the number of the policy -	HFA031260552	(c) the kind of policy -	Strata Insurance	(d) the buildings covered		(e) the building amount	\$852,600.00	(f) the public liability amount	\$20 Million
(a) the name of the company	SEE ATTACHED CERTIFICATE												
(b) the number of the policy -	HFA031260552												
(c) the kind of policy -	Strata Insurance												
(d) the buildings covered													
(e) the building amount	\$852,600.00												
(f) the public liability amount	\$20 Million												

	(g) the renewal date is 26 August 2023
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:
	N/A
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.
	The statement of financial position at the end of the last financial year of the owners corporation on (insert date) NIL. No fees payable, only insurance. Was: Assets: \$ Maintenance Fund (if prescribed owners corporation) Liabilities: \$ Maintenance Plan (if prescribed owners corporation) Total funds = \$
9.	Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	N/A
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:
	N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:
	N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	N/A
14.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details:
	N/A
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? If so, provide details:
	N/A
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation:
	N/A, NO AGM EVER HELD
17.	Documents required to be attached to the owners corporation certificate are:

	<ul style="list-style-type: none"> - A copy of the consolidated rules registered at Land Victoria; - A copy of Schedule 3 of the Owners Corporation Regulations 2018 entitled "Statement of advice and Information for prospective purchasers and lot owners".
18.	<p>NOTE:</p> <p>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 – no register exists.</p> <p><u>Purchasers Acknowledgement</u></p> <p>The Purchaser acknowledgements being advised that the Vendor has paid the Owners Corporation Insurance Premium up until 26 August 2023 and thereafter will no longer be responsible for any Insurance Premiums.</p> <p>The Insurance will not be renewed by the Vendors.</p> <p>The Purchaser to take out their own building Insurance as at 26 August 2023.</p>

DATED the 10th day of March 2023

Signed by Lot 1 Owners:



 Zala Yousif Zia



 Nadia Zia

Strata Insurance
Account



Payment details



MR Z ZIA
12 PETERBOROUGH CT
ATTWOOD VIC 3049

HGS031260552

26-08-2022 to
26-08-2023

26-08-2022

\$1,183.41

\$1,064.00

Change on last year* 11.2%

Dear MR Z ZIA,

Thank you for insuring your Strata Building with GIO. Your current policy expires at 11:59pm on 26 August 2022 and we would like to invite you to renew with us for a further 12 months.

We have enclosed your renewal documents. Please read the information on the following pages.

It is important to review the information in your renewal Certificate carefully to ensure that the details remain correct and up to date. If you have further information to tell us or if any of the details are incorrect, please call us on 13 10 10.

Please be aware that if you do not pay by the due date you will not be covered.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Regards,

The GIO Team

*Why your premium may change

Each year your premium is likely to change even if your personal circumstances haven't. Factors like the number of claims we experience, improved data and changes to the cost of running our business can impact your premium. Your premium may also be impacted by changes to rewards and discounts.

For more information please visit www.gio.com.au/premium

For full info on ways to save go to gio.com.au/save

Payment slip

Policy number: HGS031260552

Reference number: 14222031260552

Amount due: \$1,183.41

Due date: 26-08-2022



Billers Code: 655746
Ref: 14222031260552

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

Call 13 10 10 to arrange payment by instalments of \$118.34. It costs more to pay by the month.



At any Post Office



To pay by VISA, Mastercard or American Express visit gio.com.au/payments

To pay via our automated credit card payment system call 1300 749 658 VISA, Mastercard, American Express

Send this payment slip with your cheque made payable to: GIO, Reply Paid GPO Box 453 Brisbane 4001. Reference: HGS031260552



*4055 26082022 HGS031260552

Issue Date: 25 July 2022

Insurance issued by AAI Limited ABN 48 005 297 807 trading as GIO

Page 1 of 2

Your premium covers

This document will be a tax invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

The premium comparison has been included to assist you in understanding the changes to your premium, including the impact of any taxes and charges. The premium shown includes any discounts.

1 & 2 239 MELROSE DR, TULLAMARINE VIC 3043

Last Year

Your Building	\$812,000	\$879.34	\$87.93	\$96.73	\$1,064.00
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This Year

Your Building	\$852,600	\$978.03	\$97.80	\$107.58	\$1,183.41
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This Year's GST / Total Amount Payable

\$97.80	\$1,183.41
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If you are registered for GST purposes, your input tax credit entitlement or adjustment (whichever is applicable) is or is based on the GST amount shown above.

When referring to an amount from 'last year' on this notice

If you have made a change to your policy in the last 12 months, when we refer to an amount from last year, it may not be the amount you paid. To provide a more useful comparison, we are showing you an amount for your cover as of your most recent change. The amount from last year has been provided for comparison purposes only and should not be used for tax purposes.



Certificate of Insurance

Please read the information on your Certificate of Insurance carefully.

HGS031260552

Please also check the amount of cover meets your needs.

If any of the information below is incorrect or incomplete, please contact us on 13 10 10.

Insured: Zala Zia

Type of cover: Strata Insurance

Insured address	1 & 2 239 MELROSE DR, TULLAMARINE VIC 3043
Building sum insured	\$852,600
Legal Liability	up to \$20 million
Period of Insurance	From 26 August 2022 until 11:59pm 26 August 2023

Excess details

You may be able to reduce your premium if you choose a higher standard excess.

Building standard excess \$500

You will have to pay the following excesses in addition if they apply in the circumstances of your claim

Water damage excess	\$200
Theft or burglary by tenants or their guests excess	\$500
Malicious acts or vandalism by tenants or their guests excess	\$500
Earthquake and tsunami excess	\$300
Unoccupied excess	\$1,000



What you have told us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

You have told us the following about the insured address

- It is a semi detached duplex/triplex/quadplex
- It is 100% tenanted
- There is no business activity operating at or from the insured address
- The insured address is well maintained and in good condition. This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.
- It is not undergoing any renovations

You have told us the following about the construction of the building

- It is a single level with 2 units, brick walls, tile roof, built in 2004
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building does not have any balconies

You have told us the following about the security of the insured address

- There is no additional door or building security
- It has no monitored smoke detectors

Insurance history

You have told us that in the past 3 years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
- You or anyone to be insured under this policy have NOT had any insurance claims on strata insurance (excluding any claims made on this policy)

If any of the above information is incorrect, please contact us.

When you need to contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you need to contact us' section of your PDS. If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

Privacy

We appreciate privacy is important to you. GIO is committed to protecting your personal information. For further information, please refer to our customer privacy statement by visiting www.gio.com.au/privacy or call us on 13 10 10.

For complaints concerning GIO products or services, you can phone us on 1300 264 094; write to us at: GIO Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on ldr@gio.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as GIO (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Owners Corporations Regulations 2018
S.R. No. 154/2018

Schedule 2 – Model Rules for an Owners Corporation – Effective 2nd December 2018

Regulation 11

1. Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

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

1.2 Storage of Flammable Liquids and Other Dangerous Substances and Materials

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

1.3 Waste Disposal

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

2. Committees and Sub-Committees

2.1 Functions, Powers and Reporting of Committees and Sub-Committees

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

3. Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

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

4. Use of Common Property

4.1 Use of Common Property

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

4.2 Vehicles and Parking on Common Property

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

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

4.3 Damage to Common Property

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

5. Lots

5.1 Change of Use of Lots

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

Example

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

5.2 External Appearance of Lots

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

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

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

6. Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

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

6.2 Noise and Other Nuisance Control

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

7. Dispute Resolution

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

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDORS: Zala Yousif Zia and Nadia Zia

PROPERTY: Unit 1/239 Melrose Drive, Tullamarine VIC 3043

1. (1.) The Property is not subject to a mortgage (as defined in the Act)

~~1. Particulars of the Mortgage(s) to which the Property is now subject -~~

~~1.1 \$ _____ is the amount secured by the mortgage.~~

~~\$ _____ instalments must be paid at _____ intervals.~~

~~\$ _____ is the amount now required to discharge the mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any statutory body, or any other charge or lien for money or monies worth.~~

~~1.2 The mortgage does not provide for further advance(s).~~

~~1.3 _____ % p.a. is the lower rate of interest payable under the Mortgage (and default rate is p.a.).~~

~~1.4 _____ the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).~~

~~1.5 The Vendors are not in default under the Mortgage.~~

~~1.6 The Mortgage lender is _____
of _____~~

~~1.7 The Mortgage lender has not consented to the Purchaser assuming the Vendors' obligations under the Mortgage.~~

(2.) There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.

(FOR)

2. ~~The property is now affected by the following Caveat(s)-~~

~~Caveat No. _____~~

~~Caveator _____~~

~~Security claimed by Caveator _____~~

DATE OF THIS STATEMENT:

08 / 03 / 2023

Signature of the Vendors


Zala Yousif Zia


Nadia Zia

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 20.....

Signature of the Purchaser

1. RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –

- (a) the above particulars provided by the Vendors is accurate.
- (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
- (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / /20.....

Signature of the Purchaser