

VENDOR:

THERESE ANNE RYAN AS EXECUTOR OF THE
ESTATE OF DOROTHY FRANCES RYAN (DECEASED)

PROPERTY:

UNIT 4, 38 MORTIMER STREET, WERRIBEE VIC 3030

CONTRACT OF SALE
and
VENDOR'S STATEMENT

WISEWOULD
MAHONY

Level 8
419-425 Collins Street
MELBOURNE VIC 3000
Tel: (03) 9629 8333
Fax: (03) 9629 4035
E-mail: enquiries@wisemah.com.au
PO BOX 239
Collins St West
Melbourne VIC 8007
Ref: GXC:40093071

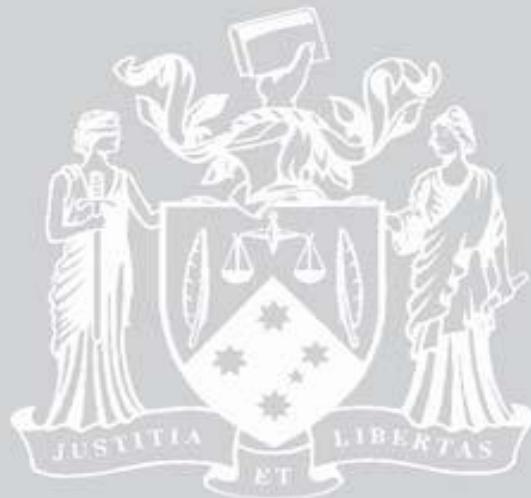
Contract of sale of land

Property:

Unit 4, 38 Mortimer Street, Werribee VIC 3030

Wisewould Mahony

Level 8, 419-425 Collins Street
MELBOURNE VIC 3000
Tel: (03) 9629 8333
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Ref: GXC:40093071



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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/...../20.....

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

THERESE ANNE RYAN AS EXECUTOR OF THE ESTATE OF DOROTHY FRANCES RYAN (DECEASED)

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

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Particulars of sale

Vendor's estate agent

Name: YPA

Address: 1 Werribee Street, Werribee VIC 3030

Email: kcunningham@ypa.com.au

Tel: (03) 97417777 Mob: 0414344475 Ref: is Kirsty Cunningham

Vendor

Name: Therese Anne Ryan as Executor of the Estate of Dorothy Frances Ryan (deceased)

Vendor's legal practitioner or conveyancer

Name: Wisewould Mahony

Address: Level 8, 419 Collins Street, Melbourne VIC 3000

Email: gxc@wisemah.com.au

Tel: (03) 9612 7297 Fax: (03) 9629 4035 Ref: GXC:40093071

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 9462 Folio 514	4	RP17521

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 4, 38 Mortimer Street, Werribee VIC 3030

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

All fixed floor coverings, electrical light fittings and window furnishings.

Payment

Price \$

Deposit \$ by / / 20..... (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 / /20.....

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

GST Withholding (general condition 25)

Vendor GST Withholding Notice to Purchaser

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953 (Cth)*

The Purchaser is **not** required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* in relation to the supply of the property.

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.

1. Warranties exclusion

- (a) The Vendor makes no warranty as to the condition of the land and without limiting the generality of the foregoing the Purchaser expressly acknowledges that the Vendor has given no warranty to the effect that the land is not subject to pollution or contamination by industrial wastes or other similar substances;
- (b) The Vendor makes no warranty as to the condition of improvements erected on the land and swimming pool/spa (if any) nor that the improvements and swimming pool/spa (if any) comply with the Victoria Building Regulations 1983 ("building regulations") or the requirements of the municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the building regulations or municipality requirements and shall not call upon the Vendor to bear all or any part of the costs of complying with the building regulations and municipality requirements.

2. Purchaser's warranties

The Purchaser warrants to the Vendor that –

- (a) the consent approval or licence of any person or body is not required as a pre-condition to the Purchaser entering into this Contract or the purchase hereby effected or if any such consent or licence is required, including but not limited to the consent licence or approval under any State or Federal Act, Regulation, policy and/or guideline or the like (which shall be deemed to include the *Foreign Acquisitions and Takeovers Act 1975*, the *Banking (Foreign Exchange) Regulations* and any Real Estate policy guidelines of the Commonwealth Government) the Purchaser has prior to entering into this Contract obtained all such consents, approvals or licences as shall be necessary or, if applicable, has obtained statements of non-objection thereto as the case may require;
- (b) in the event that any of the aforesaid warranties are untrue in any respect, the Purchaser shall indemnify the Vendor against any loss which the Vendor suffers as a result of it having relied on any such warranty when entering into this Contract.
- (c) the Purchaser acknowledges that:
 - (i) any information, representation, comment, opinion or warranty by the Vendor, the Vendor's agent or the Vendor's solicitor was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and
 - (ii) this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the property and there are no conditions, warranties or other terms effecting the sale or purchase except those included in this Contract.

3. Compensation to Vendor

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between Solicitor and own Client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

4. Purchaser's acknowledgement

The Purchaser admits and acknowledges that no promise was made by the Auctioneer or Agent for the Vendor (or any employee or person acting on behalf of the said Auctioneer or Agent) with respect to the obtaining of a loan of money to defray some or all of the Price of the Property.

5. Corporation purchaser (if applicable)

If the Purchaser is or includes a corporation then the person or persons signing this Contract for and on behalf of that corporation ("the signatory") warrants that:

- (a) the signatory has authority to sign this Contract on behalf of the corporation;
- (b) the corporation is incorporated;
- (c) this Contract is binding on the corporation;
- (d) within 14 days from the Day of Sale the signatory will procure the execution by the corporation's directors and principal shareholders of a Guarantee & Indemnity in the form annexed to this Contract or, if there is no such annexure, in the form reasonably required by the Vendor,

and if any of the aforesaid warranties are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

6. **Smoke Alarms**

If the Property includes a building or part of a building to which Regulation 706 and 707 of the Building Regulations 2006 applies that requires the installation of a self contained smoke alarm complying with AS3786-1993, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

7. **Auction Rules**

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

8. **Default interest rate**

If the Purchaser defaults in payment of any money under this Contract then the Purchaser shall pay to the Vendor on demand, and without the Vendor being obliged to give any notice in writing whether under General Condition 34.1 or otherwise, interest at a rate of 4 per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default without prejudice to any other rights of the Vendor under this Contract or at common law.

9. **Stamp duty: purchasers buying unequal interests**

- (a) If there is more than one purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Property ("the proportions").
- (b) If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchaser must 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 this Contract.

This Special Condition will not merge on completion of the sale and purchase of the Property.

10. **General**

- (a) General Condition(s) means the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008.
- (b) In relation to the warranties in General Condition 6.4, the Vendor only has knowledge of decisions of public authorities and government departments affecting the Property which are communicated to the Vendor.
- (c) General Conditions 12, 13, 14.3(b), 30, 31.4, 31.5 and 31.6 do not apply to this Contract.

This Special Condition will not merge on completion of the sale and purchase of the Property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

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

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.

- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and

- (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgment 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 lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

DEED OF GUARANTEE AND INDEMNITY

TO: The Vendor named in the Schedule to this Deed ("the Vendor")

The Guarantor named in the Schedule to this Deed ("the Guarantor" which expression shall include and bind the guarantor and the Guarantor's heirs, executors, administrators and personal representatives and where a company its successors and permitted assigns)

IN CONSIDERATION of the Vendor having agreed at the request of the Guarantor to enter into the Contract of Sale attached to this Deed ("the Contract") for the sale of the property described in the Contract ("the Property") to the Purchaser named in the Schedule to this Deed ("the Purchaser") and for all other good and valuable consideration, **HEREBY ABSOLUTELY AND UNCONDITIONALLY GUARANTEES** the due and punctual payment by the Purchaser to the Vendor of all moneys due and payable or from time to time to become due and payable by the Purchaser to the Vendor under the Contract and any costs and damages which may become due and payable on any default repudiation or otherwise, and the due and punctual performance by the Purchaser of all obligations of the Purchaser to the Vendor under the Contract **AND** as a separate and independent obligation **HEREBY UNCONDITIONALLY INDEMNIFIES** the Vendor and agrees to keep the Vendor always indemnified against any loss which the Vendor may suffer arising out of or in relation to the Contract or because the aforesaid obligations under the Contract are unenforceable in whole or in part or because any moneys due and payable or from time to time become due and payable under the Contract are not recoverable for any reasons whatsoever (including but not limited to legal limitation, disability, immunity or incapacity) or having been recovered are repaid for any reason, including all costs charges or expenses which the Vendor may incur as a consequence of the non-performance or non-observance by the Purchaser of the aforesaid obligations or the Contract provisions and the Guarantor shall upon demand pay to the Vendor the aforesaid moneys or the amount of any loss which is the subject of this indemnity.

It is further declared that:

1. The liability of the Guarantor under this Deed shall not in any way be prejudiced or affected by any act matter or thing, failure or omission which, but for this provision, might operate to exclude the Guarantor from the aforesaid obligations, including, without limitation, by:
 - 1.1 the granting of time or other indulgence or concession to the Purchaser, the Guarantor, or any other person or corporation;
 - 1.2 compounding or compromising with or releasing or discharging the Purchaser, the Guarantor or any other person or corporation from liability under this Deed or from compliance with the provisions of the Contract as the same may be varied, amended, novated, replaced or renewed from time to time, or releasing, varying or renewing in whole or in part any security, document of title, asset or right held by the Vendor;
 - 1.3 the winding up, liquidation, bankruptcy, death, lunacy, disability or other incapacity of the Purchaser, the Guarantor or any other person or corporation;
 - 1.4 the Vendor or any other person or corporation taking or failing to take a guarantee or indemnity from any other person or corporation;
 - 1.5 a judgment obtained by the Vendor against the Purchaser or the Guarantor;
 - 1.6 the moneys hereby guaranteed or any part thereof not being recoverable or that the Purchaser or Guarantor or any other person liable to pay such moneys being

discharged from all or any of their respective obligations to make payment or for any reason other than that payment has been made;

- 1.7 the fact that the Contract or the obligations of the Purchaser thereunder or the obligations of the Guarantor under this Deed are or become wholly or partially illegal, void, voidable, defective or unenforceable;
 - 1.8 any amendment to, novation or replacement, of the Contract or this Deed with or without the consent of the parties;
 - 1.9 the failure by the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract;
 - 1.10 the nomination of a substitute purchaser of the Property by the Purchaser;
 - 1.11 the liability of the Purchaser under the Contract ceasing for any reason; or
 - 1.12 the failure of any person named as Guarantor to execute this Guarantee and Indemnity.
2. The aforesaid obligations of the Guarantor are principal obligations and may be enforced against the Guarantor without the necessity of the Vendor first taking action against the Purchaser in respect of the Purchaser's obligations under the Contract, and notwithstanding the termination or completion of the Contract.
 3. This Deed shall continue to be binding notwithstanding that the moneys secured thereby may be assigned or transferred to another person or that the Contract may be assigned or transferred to any person either at the time of or subsequent to the firstmentioned assignment or transfer, and the Guarantor agrees to waive each and all of his rights as Guarantor whether legal, equitable, statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Deed or which in any way restricts the Vendor's rights, remedies or recourse.
 4. This Deed is a continuing guarantee and indemnity for the purpose of securing payment of the whole of the moneys hereby guaranteed and the due and punctual performance of the whole of the obligations of the Purchaser under the Contract and shall remain in full force and effect until those obligations have been met in full by the Purchaser.
 5. The Guarantor shall not, during the term of this Deed, without first obtaining the Vendor's consent, take action to enforce any rights against the Purchaser for money paid by the Guarantor to the Vendor under this Deed, or prove in the liquidation of the Purchaser, or exercise any other rights, in competition with the Vendor.
 6. If the Purchaser goes into liquidation the Guarantor authorises the Vendor to prove for all moneys which have been paid under this Deed or which are owing to the Vendor by the Purchaser and not paid and to retain and carry to a suspense account and appropriate at the Vendor's discretion any dividends and other moneys received until the Vendor has been paid in full in respect of the money owing by the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Deed.

7. Any failure, omission or delay by the Vendor in exercising its rights under the Contract or this Deed shall not be deemed to be a waiver of those rights. No waiver by the Vendor of one breach by the Purchaser or Guarantor of any covenant, obligation or provision contained or implied in the Contract or this Deed shall operate as a waiver of another breach by the Purchaser or Guarantor of the same or any other covenant, obligation or provision contained or implied in the Contract or this Deed. The exercise of a right by the Vendor does not preclude the exercise of the same or any other right under the Contract or this Deed.
8. Any other guarantee, indemnity or security obtained or taken by the Vendor to secure the obligations provided by this Deed shall not in any way prejudice or affect this Deed but shall be deemed to be collateral thereto.
9. The Guarantor acknowledges and warrants to the Vendor that as a consequence of the Vendor entering into the Contract with the Purchaser there is a benefit flowing to the Guarantor.
10. The Guarantor further acknowledges and agrees that the Vendor shall not be liable for any loss or damage of any kind whatsoever suffered by the Guarantor due to a release or dealing with any guarantee or security.
11. The Guarantor must not assign the obligations or benefits of the Guarantor contained in this Deed without the prior written consent of the Vendor. The Vendor is not so restricted and may assign the whole or any part of its rights, benefits and obligations without the Guarantor's consent.
12. The Guarantor shall when required by the Vendor execute all documents and perform all acts as may be required by the Vendor to give effect to this Deed. The Vendor need not execute this Deed.
13. Any notice, demand, consent or communication required or to be given under this Deed must be:
 - 13.1 in writing;
 - 13.2 delivered personally or sent by prepaid post or by facsimile to the recipient at its address or facsimile number set out in the Schedule to this Deed or to such other address or facsimile number as the recipient may by written notice advise another party from time to time.
14. A notice, demand, consent or communication given as above is taken to be received:
 - 14.1 if hand delivered, on the day of delivery if delivered before 4.00 pm on a business day and otherwise on the business day next following;
 - 14.2 if sent by prepaid post, 3 days after the date of posting; or
 - 14.3 if sent by facsimile, on the day on which the message confirmation is received if received before 4.00 pm on a business day and otherwise on the business day next following.

"business day" means a day (other than a Saturday or Sunday) on which banks (as defined in the Banking Act 1959 (C/wlth)) are generally open for business in Melbourne.

These provisions are in addition to any other mode of service permitted by law.

A notice, demand, consent or communication made or given under this Deed shall be signed by the party making or giving the notice, or, in the case of a company by a director, secretary, chief executive officer or manager of the company or a person authorised to do so, or the solicitors for a party. The authority of the person or solicitors signing the notice shall not be questioned by the recipient.

15. Where this Deed is executed by two or more persons as guarantors:
 - 15.1 the expression "the Guarantor" referred to herein shall include all of those persons and the liability of those persons is a joint liability of all of them and a several liability of each of them;
 - 15.2 each of those persons is not released from liability if this Deed ceases to bind any one or more of them as a continuing security; and
 - 15.3 a notice, demand, consent or communication under this Deed if given to any one or more of those persons is deemed to have been given to all of them.
16. A reference to winding up, liquidation or bankruptcy includes winding up, liquidation, bankruptcy, official management, receivership, administration, dissolution, scheme of arrangement, insolvency or anything having a substantially similar effect to any of those conditions or matters.

SCHEDULE

Vendor:

Full Name: Therese Anne Ryan as Executor of the Estate of Dorothy Frances Ryan (deceased)

Address: C/- Wisewould Mahony, Level 8, 419 Collins Street, Melbourne VIC 3000

Facsimile Number: (03) 9629 4035

Purchaser:

Full Name:

Address:

Guarantor:

Full Name:

Address:

Facsimile Number:

Full Name:

Address:

Facsimile Number:

EXECUTED AS A DEED and dated the

20

SIGNED SEALED AND DELIVERED by)

)

)

)

in the presence of:)

)

.....
Signature of Witness

.....
Name of Witness (Block letters)

.....
Address of Witness

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

.....
Signature of Witness

.....
Name of Witness (Block letters)

.....
Address of Witness

THE COMMON SEAL of)
)
)
)
was hereunto affixed in accordance with its)
)
Articles of Association in the presence of:)

.....
Signature of Authorised Person

.....
Name of Authorised Person
(Block Letters)

.....
Office Held

.....
Signature of Authorised Person

.....
Name of Authorised Person
(Block Letters)

.....
Office Held

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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 4, 38 Mortimer Street, Werribee VIC 3030

**+ Vendor's
name**

Therese Anne Ryan as Executor of the Estate of Dorothy Frances Ryan (deceased)

Date
/ /

**+ Vendor's
signature**

**+ Purchaser's
name**

Date
/ /

**+ Purchaser's
signature**

**+ Purchaser's
name**

Date
/ /

**+ Purchaser's
signature**

Important information

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1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$NIL

To

Other particulars (including dates and times of payments:

None, to the Vendor's knowledge

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 *Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.*

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge no such failure exists

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:

Are contained in the attached certificates and/or statements.

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:

None, to the Vendor's knowledge

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:

None, to the Vendor's knowledge

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):

Are contained in the attached certificate.

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 certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

Not applicable

7.2 GAIC Recording

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

Gas supply

Water supply

Sewerage

Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 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

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.)

13. ATTACHMENTS

- 13.1. Title Search and Plan;
- 13.2. Planning Certificate;
- 13.3. Roads Certificate;
- 13.4. Building Information Certificates;
- 13.5. Land Information Certificate;
- 13.6. Water Information Statement;
- 13.7. Land Tax Certificate;
- 13.8. Owners Corporation Certificate;
- 13.9. Environmental Protection Authority Certificate;
- 13.10. Property Report; and
- 13.11. Due Diligence Checklist.

Register Search Statement - Volume 9462 Folio 514

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

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

VOLUME 09462 FOLIO 514

Security no : 124099469838P
Produced 07/08/2022 10:01 AM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 017521.
PARENT TITLE Volume 04145 Folio 894

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

THERESE ANNE RYAN of 14 CHESTNUT STREET CREMORNE VIC 3121 Executor(s) of
DOROTHY FRANCES RYAN deceased
AV774452P 23/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP017521 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AV774447G (E)	CONV PCT & NOM ECT TO LC	Completed	23/06/2022
AV774452P (E)	TRANSMISSION APPLICATION	Registered	23/06/2022

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

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

Street Address: UNIT 4 38 MORTIMER STREET WERRIBEE VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 17843A WISEWOULD MAHONY LAWYERS
Effective from 23/06/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP017521

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 07/08/2022, for Order Number 75644473. Your reference: 40093071.

17521

J902451

PLAN OF STRATA SUBDIVISION

NP 28/4/82
THE PARCEL — The whole of the land described in Certificate of Title Volume 4145 Folio 894 being part of Crown Allotment 5 Section 13 ^{TOWNSHIP OF WERRIBEE} Parish of MAMBOURIN County of GRANT
POSTAL ADDRESS OF BUILDINGS — 38 MORTIMER STREET WERRIBEE
 FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED

R.P. 17521

TIME 8.55 DATE 29.4.82



Y

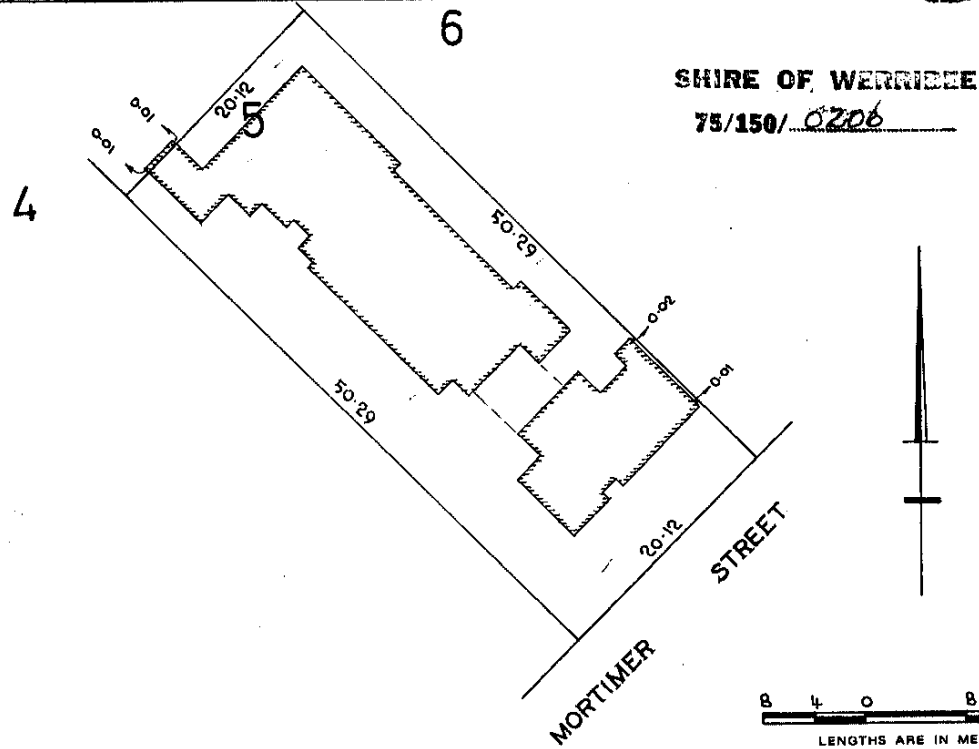


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYOR'S CERTIFICATE

I, P.M. KENNEDY OF 87 BUCKLEY STREET FOOTSCRAY a surveyor licensed under the Land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 16TH day of NOVEMBER 1981 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.
 Signature: P.M. Kennedy Date: 16-11-81

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i).
 Strata Title Act

The Council of the Shire of Werribee hereby agrees to this Plan of Strata subdivision under Section 6 (1) of the Strata Titles Act.

In witness whereof the Common Seal of the said Council was hereto affixed this 17th day of FEBRUARY 1982

W.K. Myers Councillor
John Smith Councillor
Joe Kerr Shire Secretary

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
 SEE OWNERS CORPORATION SEARCH REPORT

P.M. Kennedy
 Licensed Surveyor.

SHEET 1 OF 2 SHEETS

R.P. 12501

J902451

LEGEND

THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 TO 4 (BOTH INCLUSIVE) IS A SINGLE STOREY BUILDING.

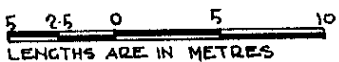
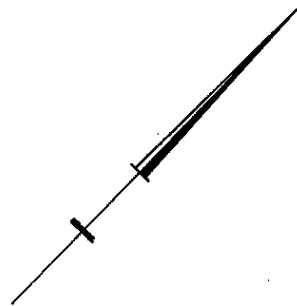
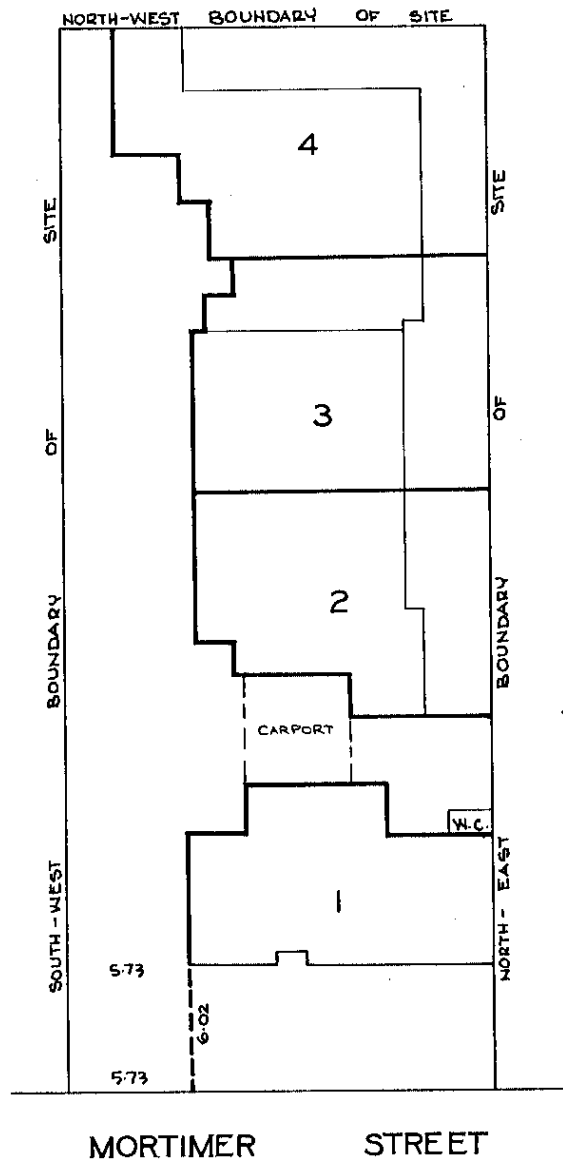
THE LOWER BOUNDARY OF EACH OF THESE UNITS IS THAT PART OF THE SITE WHICH LIES WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE UNIT AS SHOWN ON THE DIAGRAM BELOW. THE UPPER BOUNDARY OF EACH OF THESE UNITS IS SIX METRES ABOVE THAT PART OF THE SITE.

NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1 TO 4 (BOTH INCLUSIVE)

SHIRE OF WERRIBEE

75/150/0206



P. H. Kennedy
 LICENSED SURVEYOR
 DATE. 16TH NOVEMBER '81

SHEET 1 OF 2 SHEETS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/08/2022 10:01:49 AM

**OWNERS CORPORATION
PLAN NO. RP017521**

The land in RP017521 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

D.M. BODY CORPORATE P/L UNIT 6 215 WATTON STREET WERRIBEE VIC 3030

AG147588R 06/11/2008

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/08/2022 10:01:49 AM

**OWNERS CORPORATION
PLAN NO. RP017521**

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

Statement End.

Planning Certificate



PROPERTY DETAILS

Property Address: UNIT 4, 38 MORTIMER STREET WERRIBEE VIC 3030
Title Particulars: Vol 9462 Fol 514
Vendor: DOROTHY FRANCES RYAN
Purchaser: N/A

Certificate No: 113457123

Date: 29/07/2022
Matter Ref: 40093071
Client: Wisewould Mahony



MUNICIPALITY

WYNDHAM



PLANNING SCHEME

WYNDHAM PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WYNDHAM CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

NOT APPLICABLE

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

WYNDHAM C252wynd The amendment introduces a new local Schedule to Clause 52.28 Gaming of the Wyndham Planning Scheme to guide the appropriate location and operation of electronic gaming machines.

- [Wyndham C252wynd Explanatory Report Exhibition Gazetted.pdf](#)

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

WYNDHAM PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for considering and determining applications in accordance with Divisions 1, 1A, 2, and 3 of Part 4 of the Planning and Environment Act 1987 and for approving matters required by the scheme to be done to the satisfaction of the responsible authority in the East Werribee Employment Precinct (see Map 1 to the Schedule to Clause 72.01) for matters limited to one or more of the following:

- Development with a building height of 3 storeys or greater.
- Use and/or development for 30 or more dwellings.
- Use and/or development with a gross floor area exceeding 2,000 square metres.
- Use and/or development where the estimated cost of development is more than \$2,000,000.

The Minister for Planning is the responsible authority for the purposes of approving a development plan and associated plans, or amendments to a development plan and associated plans pursuant to Clause 4.0 of Schedule 14 to Clause 37.07.

The Minister for Planning is the responsible authority for the purposes of approving design requirements and guidelines pursuant to Clause 7.0 of Schedule 14 to Clause 37.07.

Despite anything to the contrary stated in this schedule, the Council of the City of Wyndham is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Wyndham.

 **PLANNING ZONES MAP**



ZONING

- ACZ1 - ACTIVITY CENTRE ZONE - SCHEDULE 1
- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Dye and Durham
gpo box 2746
BRISBANE 4001

Client Reference: 75533970

NO PROPOSALS. As at the 29th July 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 4 38 MORTIMER STREET, WERRIBEE 3030
CITY OF WYNDHAM

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th July 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 65431086 - 65431086164126 '75533970'



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Email

(03) 9742 0777
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

OurRef: w2022C29309

Your Ref: 40093071

01 August 2022

SAI Global Property Division Pty Ltd
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003

PROPERTY DETAILS

Property No: 103365

**4/38 Mortimer Street
WERRIBEE VIC 3030
V 9462 F 514 L 4 RP 17521 Mambourin Parish**

PROPERTY INFORMATION REQUEST: Building Regulations 2018 – Regulation 51

Liable to flooding (Reg 153)	NO
Designated as subject to attack by termites (Reg 150)	YES
Subject to significant snow falls (Reg 152)	NO
Designated land or works under Part 10 of the Water Act 1989 (Reg 154)	NO
Bushfire Attack Level specified in Planning Scheme (Reg 156)	NO
Community Infrastructure Levy Section 24(5) of the Building Act 1993	NO

NOTE: Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or Anstat websites. Where City West Water is the relevant water authority this information can be obtained by purchasing a property information statement from this authority. For information on drainage assets please contact Melbourne Water on 131 722.

PHILIP WILSON

CO ORDINATOR BUILDING SERVICES



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

Telephone (03) 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 40093071

Our Ref: w2022C29310

29 July 2022

SAI Global Property Division Pty Ltd
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 4/38 Mortimer Street WERRIBEE VIC 3030

A search of Building Services records for the preceding 10 years has revealed no permits were issued during this time.

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Philip Wilson".

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES



Civic Centre
Postal 45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone 1300 023 411
Facsimile (03) 9741 6237
Email mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 40093071

Our Ref: wLIC06337/22

Date: 29/07/2022

**SAI Global Property Division Pty Ltd
Level 3 355 Spencer Street
WEST MELBOURNE VIC 3003**

**LAND INFORMATION CERTIFICATE
Year Ending :30/06/2023
Assessment No: 103365
Certificate No: wLIC06337/22
All Enquiries and Updates to 1300 023 411**



Property Description: U4 RP17521 PSH MAM
AVPCC Code: 120 - Single Unit/Villa Unit/Townhouse
Property Situated: 4/38 Mortimer Street
WERRIBEE VIC 3030

Site Value	\$155000	CIV	\$320000	NAV	\$16000
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The level of valuation is 01/01/2022.

The Date Valuation was adopted for rating purposes is 01/07/2022.

Current Year's Rates		
General DL Rates		\$729.60
Municipal Charge		\$64.20
Garbage Charge		\$353.00
Fire Services Levy		\$133.96
Current Rates Levied	\$1280.76	
Balance Outstanding		\$1280.76

TOTAL OUTSTANDING	\$1280.76
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

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

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT:SAI Global Property Division Pty RECEIVED THE SUM OF \$27.80 BEING FOR THE FEE FOR THE CERTIFICATE
Ltd
REFERENCE:wLIC06337/22



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 1513194

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1513194

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030





Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1222 1335 4109

DATE OF ISSUE - 29/07/2022

APPLICATION NO.

1060897

DYE & DURHAM PROPERTY PTY LTD

YOUR REF.
75533970:113457132

SOURCE NO. 99905059310

PROPERTY: FLAT 4/38 MORTIMER STREET WERRIBEE VIC 3030

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

The sum of six hundred and seventy five dollars and seventy seven cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

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	30/09/2022	27.42	27.42
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	81.60
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	30/09/2022	51.57	51.57
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	30/09/2022	59.68	59.68
TOTAL	636.28			220.27	220.27

Service charges owing to 30/06/2022	0.00
Service charges owing for this financial year	220.27
Volumetric charges owing to 11/07/2022.	39.49
Adjustments	0.00
Current amount outstanding	259.76
Plus remainder service charges to be billed	416.01
BALANCE including unbilled service charges	675.77

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

Biller Code:	8789
Reference:	1222 1335 4109



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1222 1335 4109

DATE OF ISSUE - 29/07/2022

APPLICATION NO.

1060897

Please note the water meter on this property was last read on 11/07/2022.

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are split amongst all properties supplied by the common water meter. The volume related charges are dispersed across all properties in accordance with a request from the Owners Corporation.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 11/07/2022 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.35 per day
Sewerage Disposal Charge	\$0.09 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 11/07/2022 to the final meter read date will be forwarded to the vendor of the property.

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.

1222 1335 4109

DATE OF ISSUE - 29/07/2022

APPLICATION NO.

1060897

Information given pursuant to section 158 of the Water Act 1989

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

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 underneath.

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.

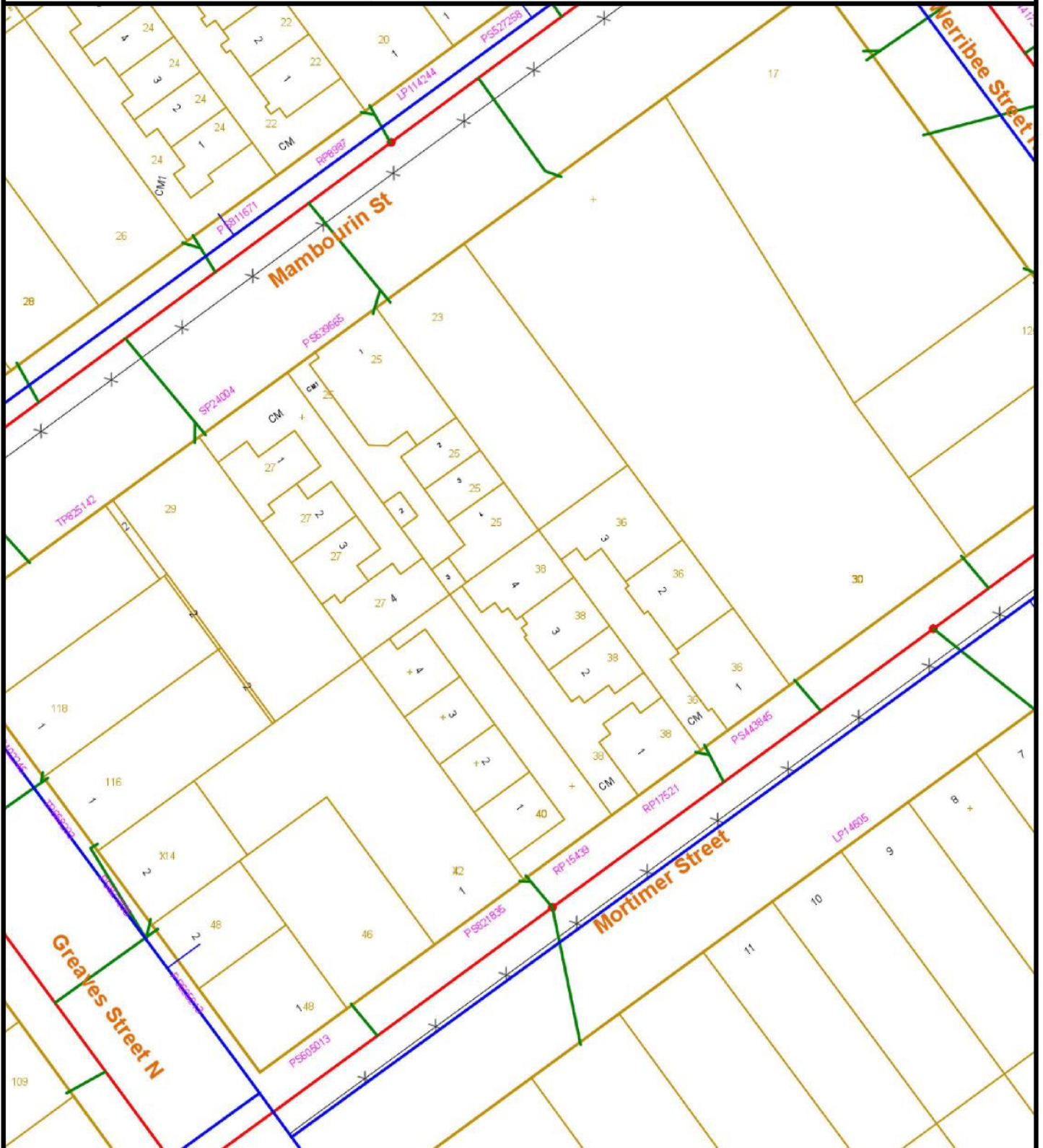
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

4/38 MORTIMER STREET WERRIBEE 3030

Application No. 1060897



LEGEND

<ul style="list-style-type: none"> ● Circular Manhole Inspection Shaft Sewer Main Abandoned Sewer Main Water Main Abandoned Water Main 	<ul style="list-style-type: none"> Recycled Water Main MW Channel MW Abandoned Channel MW Natural Waterway MW Underground Drain MW Abandoned Underground Drain 	<ul style="list-style-type: none"> MW Sewer Main MW Abandoned Sewer Main MW Water Main MW Abandoned Water Main MW Manhole MW Abandoned Manhole 	<p style="font-size: small;">Date: 29/07/2022</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



WISEWOULD MAHONY VIA DYE & DURHAM PROPERTY
PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 75533970:113457131

Certificate No: 57077408

Issue Date: 29 JUL 2022

Enquiries: ESYSPROD

Land Address: UNIT 4, 38 MORTIMER STREET WERRIBEE VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18360408	4	17521	9462	514	\$0.00

Vendor: DOROTHY RYAN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DOROTHY FRANCES RYAN	2022	\$125,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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: \$300,000

SITE VALUE: \$125,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 57077408

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$125,000

Calculated as \$0 plus (\$125,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57077408

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: 57077408

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

151 Owners Corporation act 2006 and
Reg 11 Owners Corporations Regulations 2007 Subdivision Act 1988

Owners Corporation Number: **RP17521**

Address: **38 Mortimer Street Werribee Vic 3030**

This Certificate is issued for Lot: **4** on Plan of Subdivision No: **RP17521**

Postal Address is: **Unit 4,38 Mortimer Street Werribee Vic 3030**

Applicant for the certificate is: **Ms. Therese Anne Ryan**

Address for delivery of certificate:

Wisewould Mahony Lawyers - Level 8, 419 Collin Street Melbourne Vic 3000

Date that the application was received: **25th July 2022**

IMPORTANT: The information in this certificate is issued on **2nd August 2022** You should obtain a new certificate immediately prior to settlement for current information.

1. The current annual fees for the lot for each quarter or annually are: **\$187.50 quarterly**
2. The date to which the fees for the lot have been paid up to is: **30th June 2022**
3. The total of any unpaid fees or charges for the lot are:
**\$187.50 is overdue for the Owners Corporation Contribution period
1st July 2022 to 30th September 2022.**

Note: Settlement fees can be paid using the following details:

BPAY biller code is **96503**

DEFT Reference No. **304145832000011209**

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
No special fees or levies have been struck to our knowledge as of the 2nd August 2022.
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:
No repairs, maintenance or other work has been or is about to be performed to which may incur additional charges to our knowledge as of the 2nd August 2022.
6. The owners corporation has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Number:	HU006083351
Kind of Policy	Residential Strata Insurance Policy
Building Cover	\$1,315,000.00
Public liability	\$10,000,000.00
Renewal Date	8th May 2023
7. Has the owners' corporation resolved that the members may arrange their own insurance under section 63 of the Act? So then provide the date of that resolution: **No**
8. The total funds held by the owners corporation as at the **2nd August 2022**

Administrative Fund	Maintenance Fund	Total
\$2,958.82	\$0.00	\$2,985.82
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. **N/A**

10. Are there any current contracts, leases, licenses or agreements affecting the common property:
No current contracts, leases, licenses or agreements have affected the common property to our knowledge as of the 2nd August 2022.
11. Are there any current agreements to provide services to lot owners, occupiers or the public:
No current agreements have been provided to lot owners, occupiers or the public to our knowledge as of the 2nd August 2022.
12. Are there any notices or orders served on the owners' corporation in the last 12 months that have not been satisfied.
No notices or orders have been served on the owners corporation in the last 12 months to our knowledge as of the 2nd August 2022.
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:
The manager/secretary is not aware of any legal proceedings as at 2nd August 2022.
14. Has the owners corporation has appointed or resolved to appoint a manager:
The Owners Corporation has appointed Mrs. Desi Magro from D.M. Body Corporate Pty Ltd of Suite 6/215 Watton Street Werribee Vic 3030
15. Has an administrator has been appointed for the owners corporation or has been a proposal for the appointment of an administrator:
No administrator has been appointed to our knowledge as of the 2nd August 2022.
16. Documents required to be attached to the owners' corporation certificate are:
**Documents attached to the Owners Corporation Certificate are as follow:
Owners Corporation Statement of Advice and Information for prospective purchasers and lot owners, Certificate of Currency, Minutes of Annual General Meeting, with a copy of the Owners Corporation Model Rules.**

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. It may be prudent to request a written update of the fee status prior to settlement of the property.
Please note that all requests must be made in writing.
As this certificate is only valid on the day it is dated and therefore subject to change, we do reserve the right to decline provision of an update. Reasons may include the age of the certificate, the conduct of a meeting or other material fact that changes the information in this certificate.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

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 **D.M. Body Corporate Pty Ltd of Suite 6,215 Watton Street Werribee Vic 3030** or email desimagro@dmbodycorporate.com.au

This Owner's Corporation certificate was prepared by:

.....

 Mrs. Desi Magro
 D.M. Body Corporate Pty Ltd
 P.O. Box 4319
 Hoppers Crossing Vic 3029
 Phone: 03 9742 6869
 Fax: 03 9742 6502
 Mobile: 0404 849 292



The common seal of Owners Corporation No: **RP17521** was affixed in accordance with section 20 of the Owners Corporations Act 2008 and in the presence of: **D.M. Body Corporate Pty Ltd**

Date: **2nd August 2022**

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006083351
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	08/05/2022 to 08/05/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. RP 17521
Situation	38 MORTIMER STREET WERRIBEE VIC 3030

Policies Selected

Policy 1 – Insured Property

Building: \$1,315,000

Common Area Contents: \$13,150

Loss of Rent & Temporary Accommodation (total payable): \$197,250

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Not Selected

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Sum Insured: \$197,250

Extended Cover - Loss of Rent & Temporary Accommodation: \$29,587

Escalation in Cost of Temporary Accommodation: \$9,862

Cost of Removal, Storage and Evacuation: \$9,862



Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

09/05/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

COPY



D.M. Body Corporate Pty Ltd.

D.M. Body Corporate Pty Ltd

P.O. Box 4319
HOPPERS CROSSING VIC 3029

P: 03 9742 6869
F: 03 9742 6502
e: admin@dmbodycorporate.com.au
w: www.dmbodycorporate.com.au

Minutes of Annual General Meeting for
38 Mortimer Street, WERRIBEE VIC 3030
Owners Corporation Strata Plan: **17521**

28 June 2022

Date: Tuesday, 28 June 2022

Time: 04:00 PM

Held: D.M. Body Corporate Pty Ltd Office - Suite 5/215 Watton Street, Werribee VIC 3030 via Zoom

1 Attendance, Proxy & Apologies

Resolved attendees:

Mrs. Desi Magro

D.M. Body Corporate Pty Ltd

Proxy:

None

Apologies:

Mr. David Lane & Mrs. Mechelle Lane

Unit 3

Quorum: Under the Subdivision Act if a quorum is not reached, the decisions of this meeting are therefore interim for 28 days from the meeting date, but will become final decisions after 29 days unless members, whose voting entitlement is at least 25% of the total voting entitlement, petition to hold a Special General Meeting.

2 Chairperson

Resolved for Mrs. Desi Magro from D.M Body Corporate Pty Ltd to be appointed the chairperson of the meeting and take the minutes.

3 Minutes

Resolved to move and confirm the minutes of the last meeting to be an accurate record.

4 Financial Statements

Resolved for the meeting to have the financial accounts adopted as an accurate record.

5 Delegation to Manager

Resolved for Mrs. Desi Magro from D.M. Body Corporate Pty Ltd elected to be Secretary/Manager as per the management agreement.

If no notice is given by the Owners' Corporation 28 days prior to the expiration date, management appointment will continue for a further year after the expiration date.

6 Insurance

Resolved to consider the insurance requirements of the property and ensure that cover for replacement value is maintained. Present covers is as outlined: **CHU Underwriting Agencies Pty Ltd** current to **8/05/2023** for building sum **\$1,315,000.00** and Public Liability **\$20,000,000.00** the policy no: **HU0006083351** with an excess of **\$1000.00** and flood cover excess of **\$1000.00**.

It was resolved if there are insufficient funds to pay the insurance policy the manager will short term the policy so the complex/owners have insurance cover.

Desi Magro is not a registered valuer and advise the owners that the Owners Corporation must take out a minimum of \$20,000,000.00 public liability insurance in accordance with Owners Corporations and Other Acts Amendment Act 2021, Section 60.

Notwithstanding the above it was resolved to maintain the existing sums insured as per the valuation that was done on the **20/07/2021**. Then on renewal Mrs. Desi Magro will obtain quotations from Resolute Property Protect, as a Standing direction this allows DM Body Corporate Pty Ltd to renew on behalf of the Owners Corporation.

Contents/Legal liability: Members are advised that the Owner's Corporation building policy **does not cover** privately owned fixtures and fittings: **i.e.: carpets and curtains etc...** or legal liability in respect of any negligence that occurs within a titled area. It is recommended members arrange **Landlord fixtures and fitting or "Contents Insurance."**

Flood Cover: Please be aware that Strata Policies do provide storm cover (subject to the terms and conditions of the policy) but **do not** provide flood cover as defined within the policy. Flood cover may be requested and insurers will assess their willingness to offer the additional coverage at an additional premium. **Note:** Flood cover may be requested from some insurance companies as not all insurance companies offer Flood as an option.

Excess/Maintenance: Owners need to be aware if they contact the Manager, in regards to Maintenance on their property the Manager will automatically contact the Insurance Company to attend to this matter. This will result in an excess if it is deemed to be covered under insurance. If it is deemed to be maintenance, the Owner will be notified and it becomes their responsibility to maintain their property. Note: A call out fee maybe charged to the owner.

Loss of rent if owner occupied - this is Temporary accommodation as described by the insurer is **Temporary Accommodation** means, as regards any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a tenant or lessee) that would have applied immediately prior to the happening of loss or damage.

For example:

If owner occupied and there is a claim under the building insurance (strata insurance) and the property is deemed uninhabitable than the policy will consider to cover temporary accommodation for the owner to rent a like for like property, an alternative factory to continue to work out of.

If the property is leased under a lease agreement and there is a claim under the building insurance (strata insurance) and the property is deemed uninhabitable than the tenant will be required to move out this has the effect that they will not pay the rent owing to the owner and the loss of rent section will consider these costs.

If the contents of the property is damage for example flooring and the tenant or owner is required to move out this is a landlords / personal contents claim and would not be considered under the strata insurance, the strata is to cover the building only.

General Advice: We recommend that owners refer to the Product Disclosure Statement provided in order to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact Resolute Property Protect on 1300 668 033. Note that the Product Disclosure Statement is on our web site at for all owners to view.

Duty of Disclosure Statement: "We also take this opportunity to remind owners of the Duty of Disclosure of an insured to their insurer. If you or the Owners Corporation can think of anything else that is relevant to the insurance, please provide us with this information as soon as possible so that we may advise the insurer."

Financial Service Guide & Product Disclosure Statement: tabled at meeting: Owners can obtain copy of the FSG & PDS on the web site.

7 Valuation Completion

Resolved this property has had a valuation completed on **20/07/2021**. As of the 1st December 2021 the Owners Corporation and Other Acts Amendment Act 2021 under section 65 a valuation will be required and must be completed every 5 years or earlier if determined by the Owners Corporation.

8 OH&S - Residential

Resolved as per the last annual general meeting NOT to proceed with completing an OH&S Report on the common property of the complex. The Manager informed all owners that Strata Community Australia (Vic) recommend a report be obtained every 3 years to protect the owners for any liability. The Manager also informed all owners that the Owners Corporation must comply with the Owners Corporation Act and Other Acts Amendment Act 2021, the Occupational Health and Safety Act (OH&S) 2004 Section 21 & 26 and the Occupational Health and Safety Regulations 2007. The common property is seen as a work place as per the OH&S Act 2004, for this reason the Manager advised that it is imperative that a report is completed on the common areas of the complex so the Owners Corporation can meet their obligations by identifying hazards, assessing risks and rectifying them the best of their ability. This is in place to protect the owners of any liability. As It was resolved not to complete an OH&S inspection on the common property, D.M. Body Corporate will not be held liable should an accident occur and legal action is taken against the Owners Corporation.

It was resolved for owners of the complex to monitor the common areas and report on any OH&S concerns. The manager will then arrange a quote to repair and raise a special levy for all owners to pay. Once all owners pay the special levy works will commence.

9 Owners Contributions

Resolved for the Owners Corporation Contributions to be estimated at the sum of **\$4,380.00 per annum**. Each lot owner is required to pay **Quarterly** as per the entitlement and liability stated on the Plan of Subdivision. See attached Approved Budget.

It was resolved for the manager to send owners the increased amount of \$115.00 per lot per quarter and to commence at the next quarter being the 01/10/2022. This will cover the updated building insurance as per the valuation and will ensure we have sufficient funds to cover the insurance policy upon renewal next year.

10 Maintenance Plan

It was resolved a maintenance plan will be discussed at the next annual general meeting as a resolution could not be reached.

11 General Business

Resolved Contributions In Arrears: It was resolved in the event where a lot owner or occupier defaults in payment of an amount properly due to the Owners Corporation then without limiting any other options available to the Owners Corporation the amount due shall be subject to interest calculated at the rate prescribed by the Penalty Interest Rates Act. This amount must relate back to the date the payment is due until the date the payment is made. In addition any commission and/or legal costs incurred by the Owners Corporation in recovering the amount shall be added to and form part of the amount due and for purposes of this clause 'legal costs' shall be calculated on the full indemnity basis.

It was also resolved the manager will be allowed to charge handling fee and engage a solicitor to take action to recover outstanding costs and that all costs be charged against the lot in arrears.

Interest: The meeting resolved to charge interest on money owed by a member to the Owners Corporation 28 days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. The rate of interest charged is fixed as per the Penalty Interest Rates Act 1983, such interest to apply from the due date.

Special Levy: It was resolved for owners to pay a special levy, if there are insufficient funds in the account due to an insurance increase or for any unforeseen works which have not been allocated for in the estimated budget above.

Gardening: It was resolved as per the last annual general meeting **NOT** to appoint a gardener for this complex. It was resolved for each owner/occupier to be responsible to maintain the common areas along the driveway and the owner of unit 1 is to maintain the nature strip and front of their unit.

Painting: It was resolved as per the last annual general meeting if owners wish to paint their own units they may at their own costs, providing it is as per the existing façade colours. It was discussed owners are not to change any of the colours and must keep it uniformed with the other units.

Property Maintenance: It was resolved each owner is to be responsible to maintain their own property. This includes gutters, downpipes and roof. All owners must ensure their property is well maintained to eliminate any Insurance claims.

Solar Panels: It was resolved by all owners as per the postal ballot sent on the 29/09/2020 to allow solar panels on the roof of the units. Owners must ensure when installing solar panels on their roof they need to inform the manager before proceeding to inform the insurance company. Any maintenance on the solar panels will be on the individual owner.

Façade: It was resolved the front façade is not to be changed or any works arranged unless approved by the Owners Corporation.

Public Lighting: Members were reminded lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

Smoke (fire) Detectors: The meeting noted smoke detectors to the inside of dwellings were mandatory from the 1st February 1999; and that it is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Zoom/Conference Call: It was resolved at the meeting owners may attend the meeting via Zoom or Conference Call at the next annual general meeting if they are unable to attend in person.

Contact Details: It is the owner's responsibility to inform D.M Body Corporate Pty Ltd of any changes to their contact details, as this is a requirement under the Owners Corporation Act.

Correspondence: It was resolved all future correspondence including invoices will be sent directly to the owners via their email address otherwise they will be sent in the post. The minutes of the annual general meeting will continue to be available via the website www.dmbodycorporate.com.au to which all owners have access with the username and password. If owners do not have the username and password then they are to contact the manager via the admin@dmbodycorporate.com.au to request this information.

There being no further business, the chairperson declared the meeting closed at 04:30 PM.

Signed by the Chairperson



dated Tuesday, 28 June 2022

Approved Budget to apply from 01/07/2022

Owners Corporation 17521

38 Mortimer Street, WERRIBEE VIC 3030

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	4,380.00
<i>Total revenue</i>	<u>4,380.00</u>
Less expenses	
Admin--Management Fees--Standard	880.00
Insurance--Premiums	3,500.00
<i>Total expenses</i>	<u>4,380.00</u>
Surplus/Deficit	<u>0.00</u>
Opening balance	2,459.10
Closing balance	<u><u>\$2,459.10</u></u>
Total units of entitlement	400
Levy contribution per unit entitlement	\$10.95

MODEL RULES FOR AN OWNER'S CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

From www.planning.vic.gov.au at 29 July 2022 04:23 PM

PROPERTY DETAILS

Address: **4/38 MORTIMER STREET WERRIBEE 3030**
Lot and Plan Number: **Lot 4 RP17521**
Standard Parcel Identifier (SPI): **4\RP17521**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **103365**
Directory Reference: **Melway 205 G8**

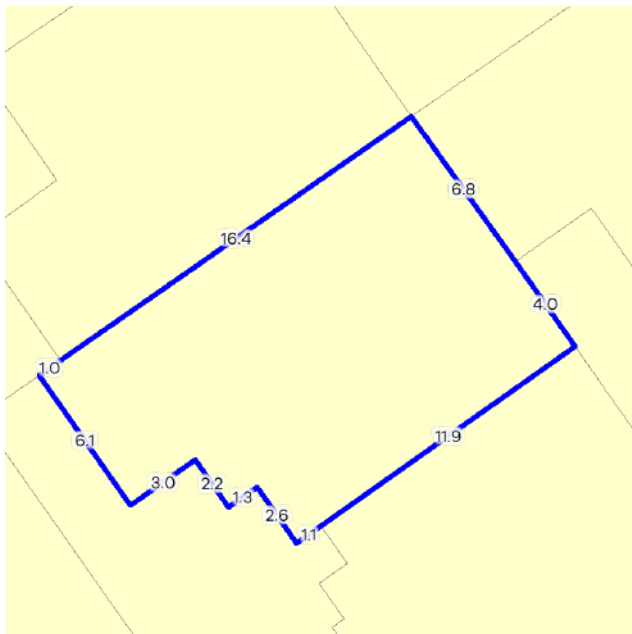
www.wyndham.vic.gov.au

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

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

SITE DIMENSIONS

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



Area: 171 sq. m

Perimeter: 57 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.

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: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **WERRIBEE**

PLANNING INFORMATION

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

Planning Overlay None

PROPERTY REPORT

Planning scheme data last updated on 27 July 2022.

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.vic.gov.au/vicplan>

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

Area Map



EPA Priority Sites Register Extract



Client: Wisewould Mahony
Level 8 419 Collins Street
Melbourne 3000

Client Ref: 40093071
Certificate No: 75533970:113457135

Property Inquiry Details:

Street Address: UNIT 4, 38 MORTIMER Street
Suburb: WERRIBEE
Map Reference: Melways Edition 39, Map No:205, Grid Letter: G, Grid Number: 8

Date of Search: 29/07/2022

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Priority Sites Register

Information as at 31 July 2021

The Priority Sites Register is updated monthly and the information on it may not be accurate, current or complete and may be subject to change without notice.

Land contaminated by former waste disposal, industrial and similar activities is frequently discovered during changes to land use - for example, from industrial to residential use. In most cases these can be managed at the time that the change of land use occurs. Some sites however, present a potential risk to human health or to the environment and must be dealt with as a priority. Such sites are typically subject to clean-up and/or management under EPA directions.

What are priority sites?

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017

On the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

Typically these are sites where pollution of land and/or groundwater presents a potential risk to human health or to the environment. The condition of these sites is not compatible with the current or approved use of the site without active management to reduce the risk to human health and the environment. Such management can include clean up, monitoring and/or institutional controls.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

Disclaimer

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it.

To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

Further Information

Additional information is available from:
EPA Victoria
200 Victoria Street, Carlton VIC 3053
1300 EPA VIC (1300 372 842)
<http://www.epa.vic.gov.au>
contact@epa.vic.gov.au

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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