CONTRACT OF SALE OF REAL ESTATE

Unit 2, 12 Horsfall Street, Templestowe 3107

("Vendor")
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AND

("Purchaser")

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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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Contract of Sale of Real Estate*

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

Property address

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

The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../........../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)

SIGNED BY THE VENDOR: ....

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

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

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS: The 3-day cooling-off period does not apply if:
- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

PARTICULARS OF SALE

VENDOR'S AGENT	**O'Brian Real Estate** 98 South Parade, Blackburn 3130 **P** 03 9894 2044 **E** anthony.molinaro@obrienrealestate.com.au
VENDOR	**Emilio Antoni Verduci** of Unit 2, 12 Horsfall Street, Templestowe Lower 3107
VENDOR'S LEGAL PRACTITIONER	**PANDELI LAWYERS of 1/700 HIGH STREET, KEW EAST 3102** **Tel: 9857 0666 Fax: 9859 7045 Email:** **info@pandelilawyers.com.au DX 32425 KEW**
PURCHASER	
PURCHASER'S LEGAL PRACTITIONER	
	Tel: Fax: Ref:
PROPERTY ADDRESS	**Unit 2, 12 Horsfall Street, Templestowe Lower 3107**
LAND (GC3&9)	Lot 2 on Plan of Subdivision 701446A certificate of title volume 11345 folio 927 including all improvements and fixtures.
GOODS SOLD WITH THE LAND (GC2.3(f))	All fixed floor coverings, electric light fittings and window furnishings as inspected.

PAYMENT (GC11)

Price	$	
Deposit	$	(of which $ has been paid) by / /20
Balance	$	payable at settlement

GST (GC13)	Nil
SETTLEMENT (GC10)	is due on / /20 At settlement the purchaser is entitled to vacant possession of the property.
TERMS CONTRACT (GC23)	This contract is not a terms contract within the meaning of the Sale of Land Act 1962
SPECIAL CONDITIONS	This contract includes special conditions
LOAN (GC14)	The following details apply if this contract is subject to a loan being approved: Lender: Loan not being less than: $ Approval date: / / 20

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)

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1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies.

2.1 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.

2.2 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.3 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.4 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.5 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.7 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.8 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Vendor's Statement and due diligence

The Purchaser acknowledges that prior to signing this contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intends to legally bind the Purchaser, the Purchaser has received a due diligence checklist in the form approved by the Director of Consumer Affairs Victoria (if the property consists of vacant residential land or land on which there is a residence) and a statement in writing pursuant to Section 32 of the Sale of Land Act 1962 (Vic.) signed by the Vendor.

4. Sale by auction

If the property is offered for sale by auction it will be offered at the Vendor's reserve price and the Rules for the conduct of the auction shall be set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

5. Multiple Purchasers

a. Where there are two or more Purchasers the conditions and agreements on their part herein contained shall bind them jointly and each of them severally.

b. Where there are two or more Purchasers, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the "Proportions").

c. If the Proportions recorded in the transfer of land differ from those recoded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

d. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

6. Subject to restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of any town planning acts or schemes affecting the property

7. Land accords to description in contract

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Particulars of Sale. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the costs of doing so.

8. Directors' Guarantee

If the Purchaser shall be or shall include a Proprietary Company the Company shall immediately after the execution of this Contract procure the execution by all of its Directors of the Guarantee annexed to this Contract.

9. Agreement between the parties

The conditions provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Contract (notwithstanding any negotiations or discussions prior to the execution hereof or anything contained in any brochure, advertisement, report or other document prepared by or on behalf of the Vendor, whether by its estate agent or otherwise, for submission to potential Purchasers) and the parties expressly agree, acknowledge and declare that no further or other conditions agreements provisions or terms shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty statement undertaking or assurance given or made by any party to the other or others on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby expressly negatived and the Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any promise representation warranty statement undertaking or assurance, whether verbal or written, made by or on behalf of the Vendor which is not set out contained or incorporated within the terms of this Contract.

10. Purchase of property in existing condition

The Purchaser acknowledges that the property is purchased in its existing condition and solely as a result of his own inspection and enquiries and he will be responsible to comply with building regulations including the installation of smoke detectors and pool safety fences (if applicable). The Purchaser must not make any objection or claim any compensation or refuse or delay payment of the whole or any part of the price on the basis the property and/or any improvements thereon, do not comply with the *Building Act* 1993, the Building Regulations 1994, the Building Code of Australia or any other regulations, rules or local laws or because of the state of repair and condition.

11. Ongoing conditions following settlement

The provisions of this Contract do not merge on settlement and continue to bind the Vendor and the Purchaser to the extent that any of them are to be complied with after the settlement date.

12. Failure to complete purchase

The Vendor gives notice to the Purchaser and the Purchaser acknowledges that if the Purchaser fails to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer losses, including the following losses and expenses which the Purchaser must pay in addition to the interest payable in accordance with the terms of this Contract:

a. The costs of and associated with 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 land calculated from the due date for settlement;

c. Accommodation expenses necessarily incurred by the Vendor;

d. Legal costs and expenses as between the Vendor's Solicitor and the Vendor occasioned by the Purchaser's default;

e. Damages, penalties and interest payable by the Vendor to any other party through any delay in completion of the Vendor's purchase of another property;

f. Loss of use of monies and/or the inability of the Vendor to invest those monies in either a bank or other financial institution or for the purposes of acquiring any property or any interest in property.

13. Amendments to the General Conditions

General Conditions 8, 24.4, 24.5 and 24.6 are deleted, General Condition 24.3 is amended by inserting the words "the property or" after the word "because" and General Condition 26 is amended by deleting "2%" and substituting "4%".

14. GST

All GST payable under this Contract shall be payable and be paid by the Purchaser to the Vendor at settlement and upon the Vendor providing the Purchaser with the requisite Tax Invoice in accordance with General Condition 13 of this Contract.

15. Interpretation of General Condition 15

For the purposes of General Condition 15, the Congestion Levy and any similar charge or levy will be deemed a periodic outgoing and must be apportioned in accordance with General Condition 15.

16. FIRB Approval

The purchaser warrants to the Vendor that:

a. The purchaser is an Australian resident; or

b. If the Purchaser is not an Australian resident, the Purchaser has, or will prior to settlement have obtained approval from the Treasurer of the Commonwealth of Australia to purchase the property.

c. The Purchaser hereby indemnifies the Vendor against any loss which the Vendor incurs or suffers as a result of the Vendor relying on the Purchaser's warranty.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations* 2008

Title

1. **ENCUMBRANCES**

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. **VENDOR WARRANTIES**

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 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.

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

3. **IDENTITY OF THE LAND**

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

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

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

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

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

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

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

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

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

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

13. GST

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

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

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

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

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

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the Land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Guarantor: Name: ....

Address: ....

Name: ....

Address: ....

SIGNED SEALED AND DELIVERED by)
the said Guarantor in the presence of:) ....

Witness: ....

SIGNED SEALED AND DELIVERED by)
the said Guarantor in the presence of:) ....

Witness: ....

PANDELI LAWYERS

TEL: 03 9857 0666 /info@pandelilawyers.com.au

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

VENDOR: Emilio Antonio Verduci

PROPERTY: Unit 2, 12 Horsfall Street, Templestowe Lower 3107

1.FINANCIAL MATTERS:

Information concerning rates, taxes, charges or other similar outgoings and any interest payable on any part of them – their total does not exceed $5,000.00 per annum. The Vendor is not aware of any further amounts for which the Purchaser may become liable as consequence of the purchase of the property. At settlement, the rates and taxes will be adjusted between the parties so that they each bear the proportion applicable to their respective periods of occupancy.

2.INSURANCE:

The property remains at the Vendor's risk until settlement.

3.LAND USE:

(a) RESTRICTIONS – The Vendor is not aware of any easements, covenants or other restrictions affecting the property which are not disclosed in this statement. The Vendor is not aware of any existing failure to comply with their terms. The Purchaser should note that there may be sewers, drains, water pipes, underground and/ or overhead electricity cables, underground and/ or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title to the property.

(b) PLANNING – Information regarding planning is contained in the attached property report.

4. NOTICES

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

5.BUILDING PERMITS:

No building permits have issued under the Building Act 1993 in the past 7 years.

6.SERVICES

Water, sewerage and electricity services are connected. Telephone and gas services are not connected. The Purchaser should be aware that the Vendor may terminate their accounts with the service providers and the Purchaser will have to have the services reconnected.

7. OWNERS CORPORATION

Copies of the current Owners Corporation certificate in respect of the property and the documents required to accompany the certificates under section 151 of the Owners Corporation Act 2006 are attached.

8.TITLE

Attached are copies of Register Search Statement and Plan of Subdivision.

9. GST WITHOLDING NOTIFICATION

The Purchaser is not required to make a payment under section 14-225 of the Taxation Administration Act 1953.

DATE OF THIS STATEMENT - / /20

Name of the Vendor: **E. A. Verduci**

Signature of the Vendor:..

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

DATE OF THIS ACKNOWLEDGEMENT - / /20

Name of the Purchaser:..

Signature of the Purchaser:..

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

VOLUME 11345 FOLIO 927

Security no : 124086057707S
Produced 15/10/2020 09:52 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 701446A.
PARENT TITLE Volume 08398 Folio 581
Created by instrument PS701446A 16/04/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EMILIO ANTONIO VERDUCI of 2/12 HORSFALL STREET LOWER TEMPLESTOWE VIC 3107
AJ545407D 14/03/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM983092F 01/08/2016
SECURE FUNDING PTY LTD

COVENANT B974135 06/07/1964

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

DIAGRAM LOCATION

SEE PS701446A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS701446A
OWNERS CORPORATION 2 PLAN NO. PS701446A

DOCUMENT END

Signed by Council: Manningham City Council, Council Ref: PL11/022279, SC11/006317, Original Certification: 08/12/2011, S.O.C.: 28/12/2011

PLAN OF SUBDIVISION

Stage No.

LRS use only: **EDITION 1**

Plan Number: **PS 701446A**

Location of Land

Parish: BULLEEN
Township:
Section:
Crown Allotment:
Crown Portion:

Title References:
Vol. 8398 Fol. 581
Vol. Fol.
Vol. Fol.

Last Plan Reference: LP56381 LOT 43

Postal Address: 12 HORSFALL STREET TEMPLESTOWE LOWER 3107

MGA Co-ordinates: E 334 290 N 5 818 530 **Zone:** 55
(Of approx. centre of plan)

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: MANNINGHAM CITY COUNCIL **Ref:**

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space:

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage

Council Delegate
Council seal
Date / /

Re-certified under section 11(7) of the Subdivision Act 1988
Council Delegate
Council seal
Date / /

Notations

Depth Limitation: Does not apply

Staging: This ~~is~~/is not a staged subdivision
Planning Permit No.

Boundaries shown by thick continuous lines are defined by buildings

Location of boundaries defined by buildings:
Median : All boundaries

Lot 1 comprises of 3 parts.
Lot 2 comprises of 2 parts.

CP - Common Property

Survey: This plan is / ~~is not~~ based on survey.
To be completed where applicable.
This survey has been connected to permanant marks no(s).
In Proclaimed Survey Area no.

THIS IS A SPEAR PLAN

The Subdivision (Registrar's Requirements) Regulations 2011 apply.

Lots in this plan may be affected by one or more Owners Corporations.
For details of Owners Corporation(s) including; purpose,responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LRS use only
Statement of Compliance / Exemption Statement
Received ☒
Date 14 / 3 / 12

LRS use only
PLAN REGISTERED
TIME 11:49 AM
DATE 16/4/12
LW
Assistant Registrar of Titles

Sheet 1 of 3 Sheets
Original sheet size A3

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 13234 VERSION 1

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Bernard Goodison (Goodison & Associates) Surveyor's Plan Version (1) SPEAR Ref S018362J 25/08/2011

PLAN OF SUBDIVISION

Stage No. —

Plan Number **PS 701446A**

DIAGRAM 1
GROUND STOREY

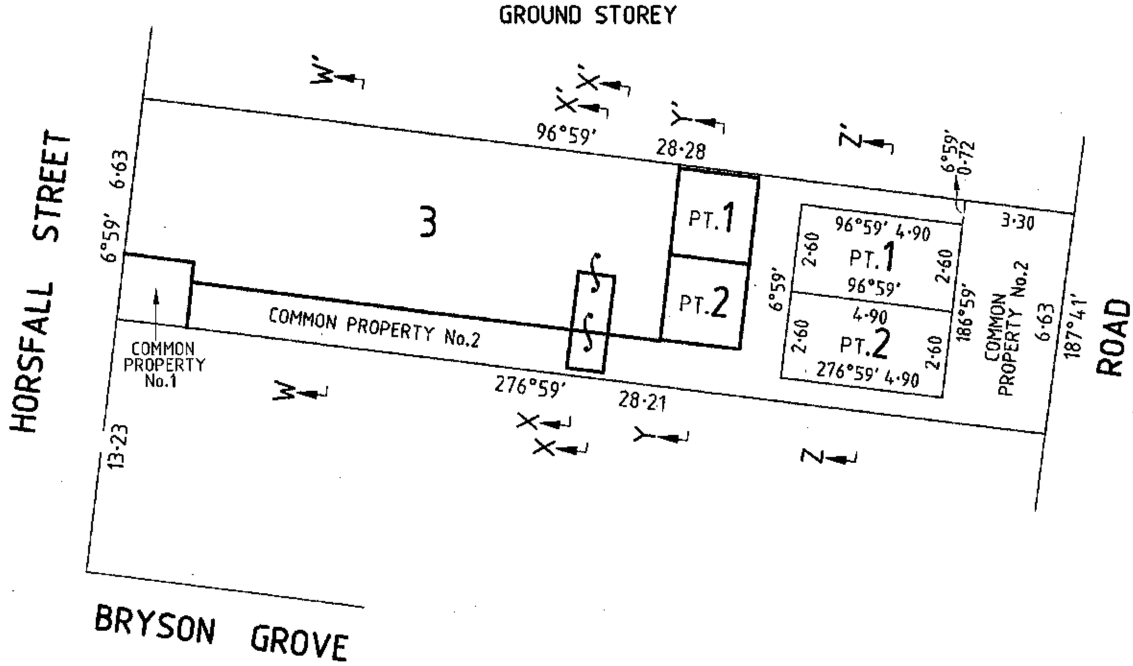
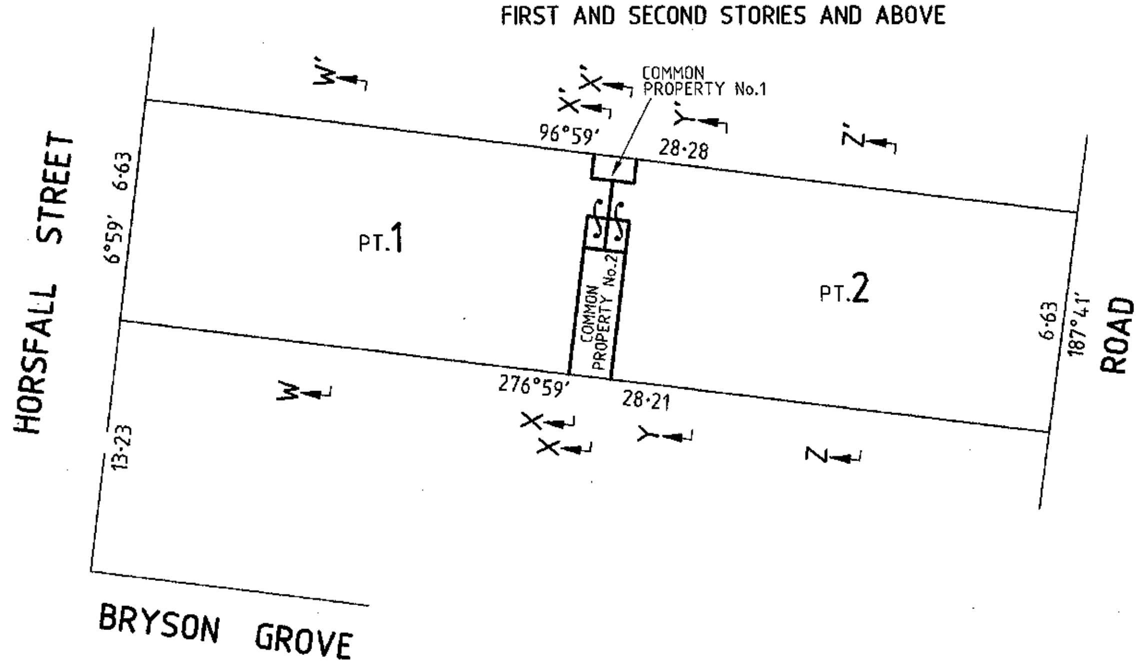


DIAGRAM 2
FIRST AND SECOND STORIES AND ABOVE



GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:150	1·5 0 1·5 3·0 4·5 6·0 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 13234 VERSION 1

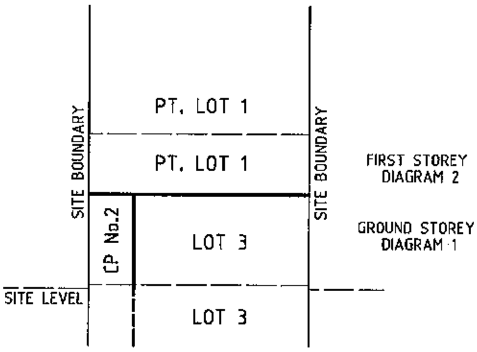
Sheet 2

DATE / /
COUNCIL DELEGATE SIGNATURE

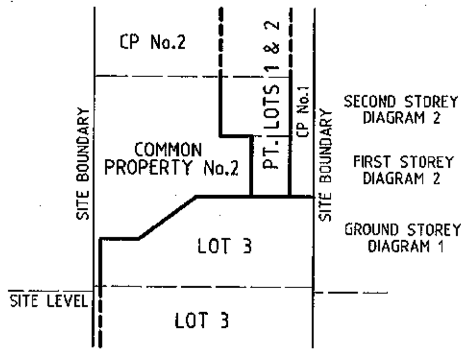
Signed by Council: Manningham City Council, Council Ref: PL11/022279, SC11/006317, Original Certification: 08/12/2011, S.O.C.: 28/12/2011

PLAN OF SUBDIVISION

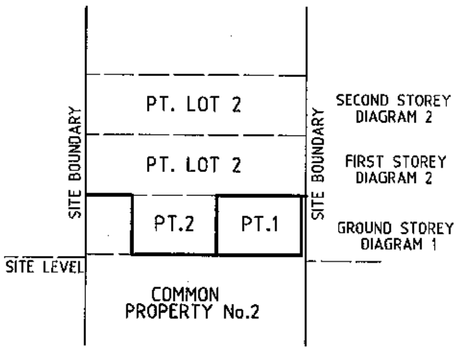
Stage No.	Plan Number
—	PS 701446A



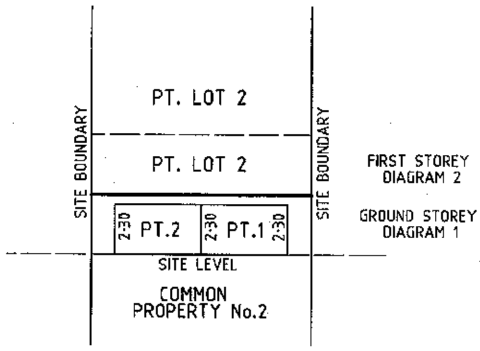
CROSS SECTION W-W'
NOT TO SCALE



TYPICAL CROSS SECTION X-X'
NOT TO SCALE



CROSS SECTION Y-Y'
NOT TO SCALE



CROSS SECTION W-W'
NOT TO SCALE

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE	SCALE
A3		LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE __/__/__
REF 13234 VERSION 1

Sheet 3

DATE __/__/__
COUNCIL DELEGATE SIGNATURE

Signed by: Bernard Goodison (Goodison & Associates) Surveyor's Plan Version (1) SPEAR Ref S016383 | 25/08/2011

MANNINGHAM

Plan of Subdivision PS701446A
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S016363J
Plan Number: PS701446A
Council Name: Manningham City Council
Council Reference Number 1: PL11/022279
Council Reference Number 2: SC11/006317
Surveyor's Plan Version: 1

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate:	Simone Boyd
Organisation:	Manningham City Council
Date:	08/12/2011

Signed by: Simone Boyd (Manningham City Council) 08/12/2011

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 1
PLAN NO. PS701446A

The land in PS701446A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OC013777K 16/04/2012

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC013777K 16/04/2012

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 1
PLAN NO. PS701446A

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.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 2
PLAN NO. PS701446A

The land in PS701446A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1, 2.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OC013778H 16/04/2012

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC013778H 16/04/2012

Notations:
Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	50	50
Lot 2	50	50
Total	**100.00**	**100.00**

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

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 2
PLAN NO. PS701446A

Statement End.

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

VOLUME 11345 FOLIO 927

Security no : 124086057707S
Produced 15/10/2020 09:52 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 701446A.
PARENT TITLE Volume 08398 Folio 581
Created by instrument PS701446A 16/04/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EMILIO ANTONIO VERDUCI of 2/12 HORSFALL STREET LOWER TEMPLESTOWE VIC 3107
AJ545407D 14/03/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM983092F 01/08/2016
SECURE FUNDING PTY LTD

COVENANT B974135 06/07/1964

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

DIAGRAM LOCATION

SEE PS701446A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS701446A
OWNERS CORPORATION 2 PLAN NO. PS701446A

DOCUMENT END

Signed by Council: Manningham City Council, Council Ref: PL11/022279, SC11/006317, Original Certification: 08/12/2011, S.O.C.: 28/12/2011

PLAN OF SUBDIVISION

Stage No.

LRS use only: **EDITION 1**

Plan Number: **PS 701446A**

Location of Land

Parish: BULLEEN
Township:
Section:
Crown Allotment:
Crown Portion:

Title References:
Vol. 8398 Fol. 581
Vol. Fol.
Vol. Fol.

Last Plan Reference: LP56381 LOT 43

Postal Address: 12 HORSFALL STREET
TEMPLESTOWE LOWER 3107

MGA Co-ordinates: E 334 290
(Of approx. centre of plan) N 5 818 530 **Zone:** 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: MANNINGHAM CITY COUNCIL **Ref:**

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
   Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space:

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage

Council Delegate
Council seal
Date / /

Re-certified under section 11(7) of the Subdivision Act 1988
Council Delegate
Council seal
Date / /

Notations

Depth Limitation: Does not apply

Staging: This ~~is~~/is not a staged subdivision
Planning Permit No.

Survey: This plan is / ~~is not~~ based on survey.
To be completed where applicable.
This survey has been connected to permanant marks no(s).
In Proclaimed Survey Area no.

Boundaries shown by thick continuous lines are defined by buildings

Location of boundaries defined by buildings:
Median : All boundaries

Lot 1 comprises of 3 parts.
Lot 2 comprises of 2 parts.

CP - Common Property

THIS IS A SPEAR PLAN

The Subdivision (Registrar's Requirements) Regulations 2011 apply.

Lots in this plan may be affected by one or more Owners Corporations.
For details of Owners Corporation(s) including; purpose,responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LRS use only
Statement of Compliance / Exemption Statement
Received ☒
Date 14 / 3 / 12

LRS use only
PLAN REGISTERED
TIME 11:49 AM
DATE 16/4/12
LW
Assistant Registrar of Titles

Sheet 1 of 3 Sheets
Original sheet size A3

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

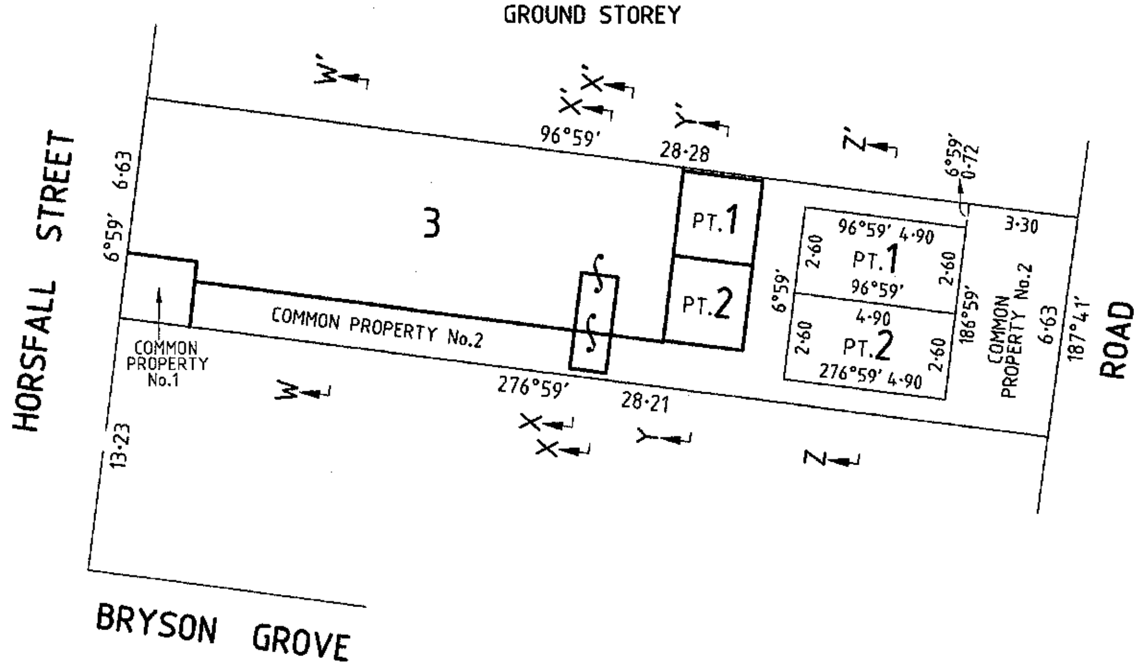
LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 13234 VERSION 1

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by: Bernard Goodison (Goodison & Associates) Surveyor's Plan Version (1) SPEAR Ref S016262 L25/08/2011

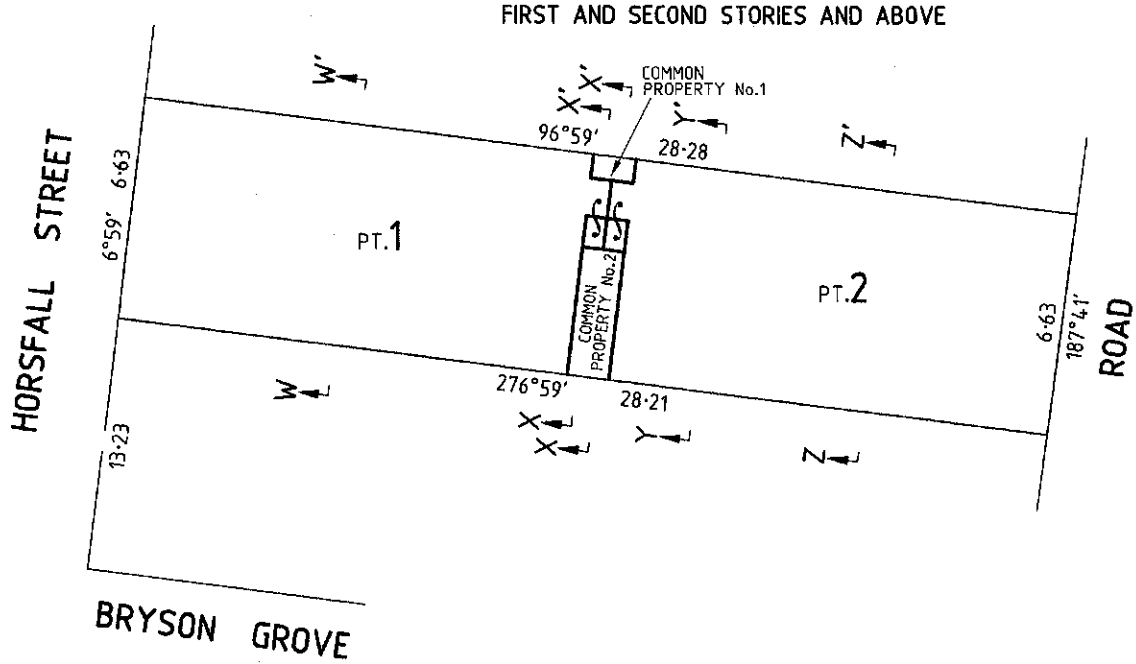
PLAN OF SUBDIVISION	Stage No.	Plan Number PS 701446A

DIAGRAM 1
GROUND STOREY



MGA94 Zone 55

DIAGRAM 2
FIRST AND SECOND STORIES AND ABOVE



GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:150	1·5 0 1·5 3·0 4·5 6·0 LENGTHS ARE IN METRES

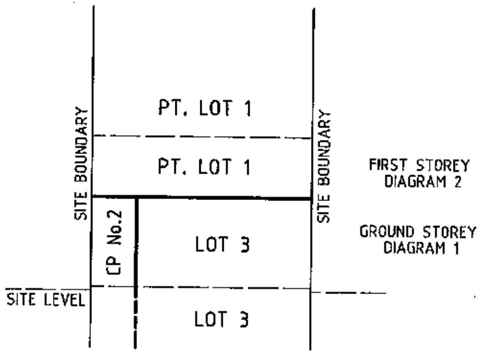
LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 13234 VERSION 1

Sheet 2

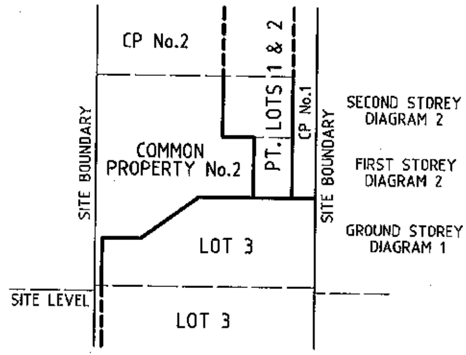
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

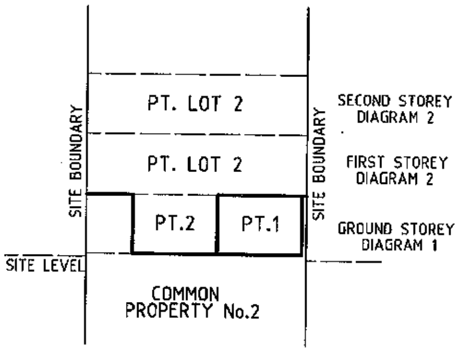
Stage No.	Plan Number
\	PS 701446A



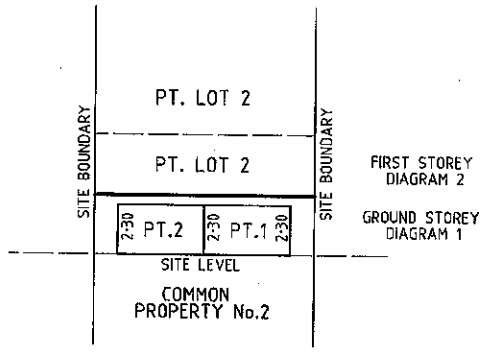
CROSS SECTION W-W'
NOT TO SCALE



TYPICAL CROSS SECTION X-X'
NOT TO SCALE



CROSS SECTION Y-Y'
NOT TO SCALE



CROSS SECTION W-W'
NOT TO SCALE

GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: goodison@mira.net

ORIGINAL SHEET SIZE	SCALE	SCALE
A3		LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) Bernard GOODISON
SIGNATURE Digitally Signed DATE / /
REF 13234 VERSION 1

Sheet 3
DATE / /
COUNCIL DELEGATE SIGNATURE

Plan of Subdivision PS701446A
Certification by Council (Form 5)

MANNINGHAM

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S016363J
Plan Number: PS701446A
Council Name: Manningham City Council
Council Reference Number 1: PL11/022279
Council Reference Number 2: SC11/006317
Surveyor's Plan Version: 1

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate:	Simone Boyd
Organisation:	Manningham City Council
Date:	08/12/2011

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 1
PLAN NO. PS701446A

The land in PS701446A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Properties 1, 2, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OC013777K 16/04/2012

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC013777K 16/04/2012

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 1
PLAN NO. PS701446A

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.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 2
PLAN NO. PS701446A

The land in PS701446A is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 2, Lots 1, 2.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
12 HORSFALL STREET TEMPLESTOWE LOWER VIC 3107

OC013778H 16/04/2012

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC013778H 16/04/2012

Notations:
Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	50	50
Lot 2	50	50
Total	**100.00**	**100.00**

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

Owners Corporation Search Report

Produced: 15/10/2020 09:54:08 AM

OWNERS CORPORATION 2
PLAN NO. PS701446A

Statement End.

Property Report from www.land.vic.gov.au on 15 October 2020 12:01 PM

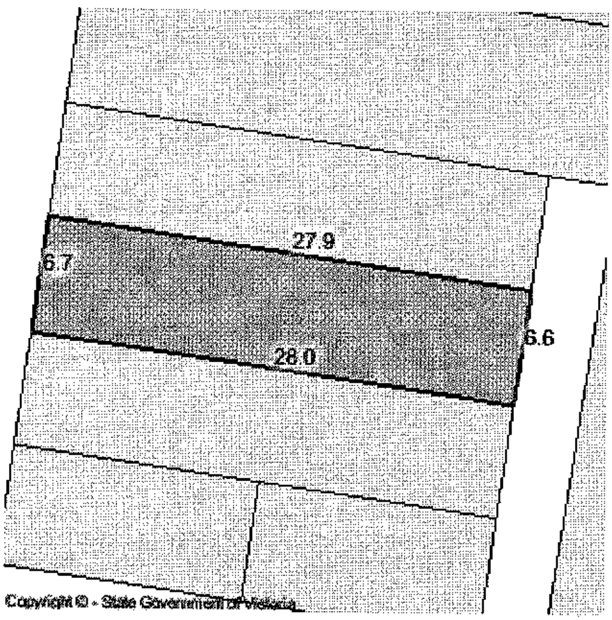
Address: UNIT 2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107
Lot and Plan Number: Lot 2 PS701446
Standard Parcel Identifier (SPI): 2\PS701446
Local Government (Council): MANNINGHAM **Council Property Number:** 767817
Directory Reference: Melway 33 C7

Note: There are 4 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.
Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 186 sq. m
Perimeter: 69 m

For this property:
Site boundaries
Road frontages

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

1 dimension shorter than 1m not displayed

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

State Electorates

Legislative Council: EASTERN METROPOLITAN
Legislative Assembly: BULLEEN

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: inside drainage boundary
Power Distributor: UNITED ENERGY (Information about choosing an electricity retailer)

Planning information continued on next page

Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay: None

Planning scheme data last updated on 14 October 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.* It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates

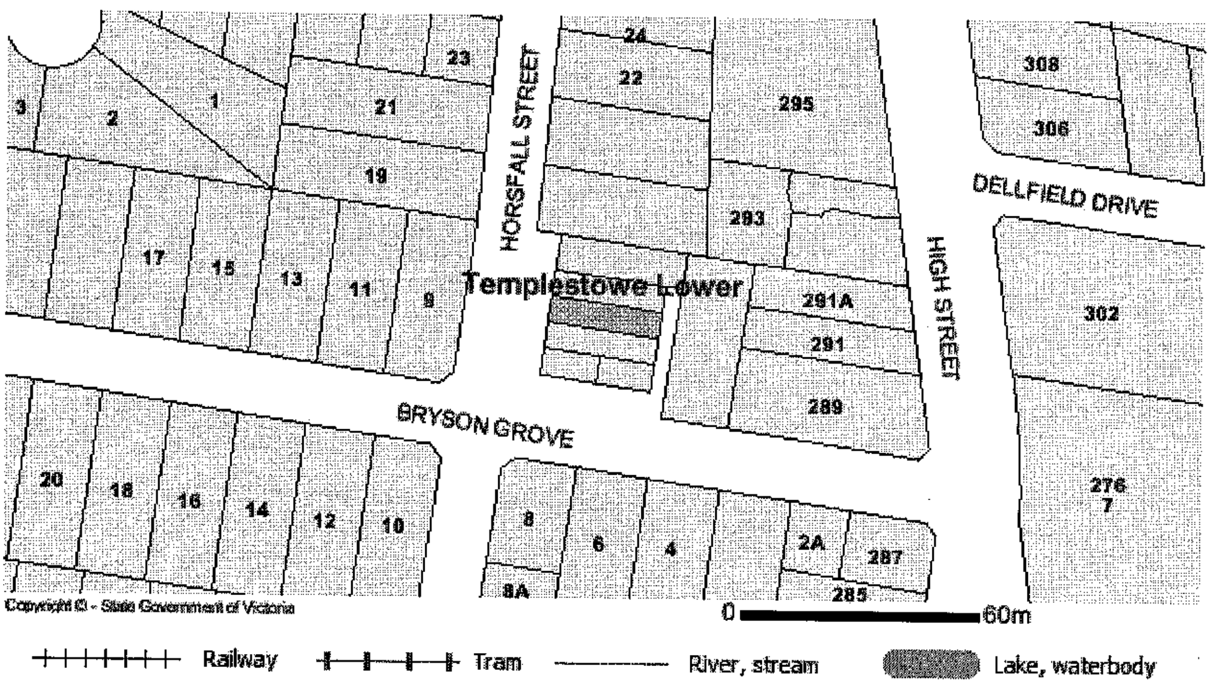
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

From www.planning.vic.gov.au at 15 October 2020 12:03 PM

PROPERTY DETAILS

Address:	**2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107**	
Lot and Plan Number:	**Lot 2 PS701446**	
Standard Parcel Identifier (SPI):	**2\PS701446**	
Local Government Area (Council):	**MANNINGHAM**	www.manningham.vic.gov.au
Council Property Number:	**767817**	
Planning Scheme:	**Manningham**	Planning Scheme - Manningham
Directory Reference:	**Melway 33 C7**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

View location in VicPlan

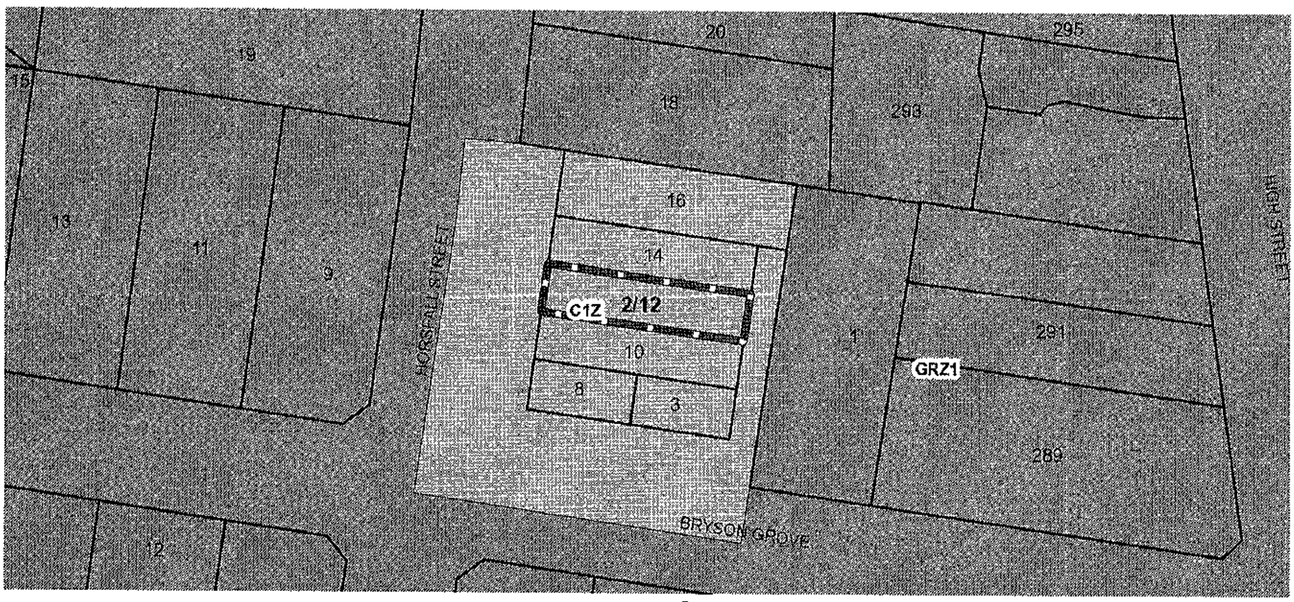
STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**BULLEEN**

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



C1Z - Commercial 1

GRZ - General Residential

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

PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 14 October 2020.

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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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

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

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

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

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

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

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

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

15th October 2020

P Pandeli via SAI Global Property
SAIGPROPERTY

Dear P Pandeli via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107
Applicant	P Pandeli via SAI Global Property SAIGPROPERTY
Information Statement	30557302
Conveyancing Account Number	2469580000
Your Reference	Verduci

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Yarra Valley Water **Information Statement Number: 30557302**	Address	2/12 HORSFALL STREET TEMPLESTOWE LOWER 3107	Yarra Valley Water
	Date	15/10/2020	
	Scale	1:1000	ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

P Pandeli via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 1174760869
Rate Certificate No: 30557302

Date of Issue: 15/10/2020
Your Ref: Verduci

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/12 HORSFALL ST, TEMPLESTOWE LOWER VIC 3107	2\PS701446	5019444	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	$19.69	$19.69
Residential Water Usage Charge *Step 1 – 32.000000kL x $2.66200000 = $62.40* *Step 1 – 0.000000kL x $2.64460000 = $22.63* Estimated Average Daily Usage $0.99	28-04-2020 to 23-07-2020	$85.03	$0.00
Residential Sewer Service Charge	01-10-2020 to 31-12-2020	$115.51	$115.51
Residential Sewer Usage Charge *32.000000kL x 0.997680 = 31.925754 x 0.900000 = 28.733179 x $1.14260000 = $32.83* Estimated Average Daily Usage $0.38	28-04-2020 to 23-07-2020	$32.83	$0.00
Parks Fee	01-07-2020 to 30-06-2021	$79.02	$0.00
Drainage Fee	01-10-2020 to 31-12-2020	$26.29	$26.29
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	$0.00
		Total for This Property	$161.49
		Total Due	$161.49

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5019444

Address: UNIT 2/12 HORSFALL ST, TEMPLESTOWE LOWER VIC 3107

Water Information Statement Number: 30557302

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 11747608691

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5019444

Address: UNIT 2/12 HORSFALL ST, TEMPLESTOWE LOWER VIC 3107

Water Information Statement Number: 30557302

Cheque Amount: $

PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

MANNINGHAM

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2020 to 30 June 2021

TAX INVOICE
Issue date: 21 AUG 2020
Property ID: **767817**

Amount Due: $214.00

Due Date: 30 Sep 2020

EA Verduci
2/12 Horsfall Street
TEMPLESTOWE LOWER VIC 3107

029
R0_187170

To receive your rate notice electronically please register at: **manningham.enotices.com.au**
Reference number: 41E622E8DZ

Property location

2/12 Horsfall Street
TEMPLESTOWE LOWER VIC 3107
Lot 2 PS 701446A Vol 11345 Fol 927

AVPCC: 125 - Strata unit or flat

Property valuation

Date of valuation	1 July 2020
Site value	$112,500
Capital improved value	$440,000
Net annual value	$22,000

Rates and charges

General Rate	0.00164164 x CIV $440,000	$722.30
FSPL Residential Fixed	$113	$113.00
FSPL Residential Variable	0.000054 x CIV $440,000	$23.70

Payments or changes received after 12/08/2020 may not be reflected on this notice.
If you wish to pay all four instalments by a single payment you may do so by 30 September 2020.

Total **$859.00**

HOW TO PAY See reverse for details

Council Approved Direct Debit

Make direct debit payments in either 10 or four instalments from your nominated bank account. Apply online at **manningham.vic.gov.au/direct-debit-request-form**

BPAY
Biller Code: **1099**
Reference No: 1007678170

Australia Post
Billpay Code: **0918**
Reference No: 1666 4654 7

POST billpay
*918 166646547

Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano فارسی العربية

Option A Four instalments

30/09/2020	$214.00
30/11/2020	$215.00
28/02/2021	$215.00
31/05/2021	$215.00

For options A and B, please see reverse for details

Amount due $214.00

Option B 10 instalments (Direct Debit only)

15/09/2020	$85.00
15/10/2020	$86.00
16/11/2020	$86.00
15/12/2020	$86.00
15/01/2021	$86.00
15/02/2021	$86.00
15/03/2021	$86.00
15/04/2021	$86.00
17/05/2021	$86.00
15/06/2021	$86.00

Remove slip and attach to your cheque/money order payable to Manningham Council. Please note, reciepts will not be issued for payments received by post.

Property No.
767817
Property address
2/12 Horsfall Street
TEMPLESTOWE LOWER VIC 3107
Rate payer
EA Verduci

Date

Amount paid

Internal use only - Property number Internal use only - Instalment amount

Notice of Valuation
The property described on the front of this notice has been valued as at 1 January 2020. The Capital Improved Value (CIV) is used by Council for the calculation of the rate. Property valuations are provided by the Valuer General Victoria annually and may also be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office (SRO) uses the site value in assessing Land Tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website **sro.vic.gov.au** or by contacting 13 21 61.

Objection to Valuation
Any person who wishes to object to a property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered. The prescribed form is available at: manningham.vic.gov.au/property-valuations or phoning 9840 9333. Discussion with a Valuer General appointed valuer is recommended prior to lodging an objection.
Regardless of any objection having been made, the Rates and Charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against Rates and Charges
Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice.

State Government Fire Services Property Levy
Council is required to collect money on behalf of the State Government for the Fire Services Property Levy (FSPL). This levy is passed on in full to the State Government to fund Fire Rescue Victoria. Further information can be found at **firelevy.vic.gov.au**

Rate Capping
Council has complied with the Victorian Government's rate cap of 2 per cent. The cap applies to the average annual increase of rates. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

i. The valuation of your property relative to the valuation of other properties in the municipal district
ii. The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Payments of Rates and Charges
Rates and Charges are due and payable by four instalments as shown on the front of this notice. Instalment notices will be issued for the second, third and fourth instalments. Payment for the four instalments can be made by Direct Debit or one of the other payment methods listed on the Rate Notice.

Alternatively, you can choose to pay 10 monthly payments. You must complete a Direct Debit form and return it to Council for this option. If you wish to pay all four instalments by a single payment you may do so by 30 September 2020. There is no provision to pay in full at a later date.
Please note: If you pay by Council Approved Direct Debit, Instalment Notices will not be issued.

Receiving your rate notice electronically
You can register to receive your rate notice via email by going to **manningham.enotices.com.au**. You will need your enotice reference number which is shown on the front of this notice.

Allocation of payments
All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

Penalties for Late Payment
Overdue rates and charges (including arrears) will be charged penalty interest at the rate of 10% per annum. The interest rate to be charged is set under the *Penalty Interest Rates Act 1983*.

Arrears
Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action without further notice.

Payment Difficulties
If you anticipate that you may have difficulty paying this account by the due date, please contact Revenue Services on 9840 9333 to discuss.

Pensioner Rate Concession
Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principal place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of this notice.

Low Income Health Care Card Rate Reduction
If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence.

Change of details
Revenue Services must be notified in writing for any change of address. For a change of ownership, a Notice of Acquisition must be submitted.

Date rates declared, 28 July 2020

HOW TO PAY

Council Approved Direct Debit

- 10 month option: direct debits will be deducted over 10 monthly instalments commencing 15 September 2020.
- Four instalment option: direct debits will be deducted on the instalment due dates.
- Savings or cheque accounts only.
- Apply online at **manningham.vic.gov.au/direct-debit-request-form**. Alternatively, please call us on 9840 9333.

BPAY

Telephone and Internet Banking - BPAY®

- Contact your bank or financial institution to make a payment from your savings or cheque account or debit or credit card (MasterCard or Visa only).
- Quote the Biller Code 1099 and Customer Reference Number shown on the rate notice.

Australia Post

- Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).
- Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16 or at **auspost.com.au/postbillpay.** Quote the Billpay Code and reference number shown on the front of this notice.

In person

- Payment can be made in person in-store at Australia Post; or
- Manningham Civic Centre 699 Doncaster Road, Doncaster. Office hours 8.00am to 5.00pm, Monday to Friday

Mail

- Make cheque payable to Manningham Council and cross 'Not Negotiable'.
- Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.
- In accordance with current business practice a receipt will not be provided unless requested.
- Retain top portion of this notice for your record.

PRESCRIBED INFORMATION FOR OWNERS CORPORATION CERTIFICATE

Owners Corporations Regulations 2007
Owners Corporation Act 2006 – Section 151(4)(a)

Owners Corporation Number: 701446A at 12 Horsfall Street, Templestowe Lower
This notice is issued in respect of Unit No: 2 (Unit 2)
Owner: Emilio Antonio Verduci

(a) **the current fees for the lot for each quarter or annually or other period:** each member pays a one third share of public liability insurance premium on common property. (maintenance fund has not been established)

(b) **the date up to which the fees for the lot have been paid:** insurance premium is paid to 10.08.2021

(c) **the total of any unpaid fees or charges for the lot:** Nil

(d) **any special fees or levies which have been struck, and the dates on which they were struck and are payable:** None

(e) **any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d):** None

(f) **in relation to the owners corporation's insurance cover** – Details attached

(g) **The owners corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.**

(h) **the total funds held by the owners corporation:** $Nil

(i) **whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d) and, if so, the details of those liabilities:** No

(j) **details of any current contracts, leases, licences or agreements affecting the common property:** None

(k) **details of any current agreements to provide services to lot owners, occupiers or the public:** None

(l) **details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied:** None

(m) **details of 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:** None

(n) **whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager:** No manager has been appointed.

(o) **whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment or an administrator:** No

(p) **the minutes of the most recent annual general meeting of the owners corporation:** None held. The owners meet from time to time to review insurance premiums

(q) **a copy of the rules of the owner's corporation as recorded on the Register:** Attached

DATED:

SIGNED: Emilio Verduci.................

Owner of lot 1 or 3...........................

Owners Corporations Regulations 2007
S.R. No. 130/2007

SCHEDULE 3

Regulation 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Owners Corporation Regulations 2007

SCHEDULE 2

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

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

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Steadfast
STRENGTH WHEN YOU NEED IT

QBE Insurance (Australia) Ltd
Head Office
Level 5, 2 Park Street
Sydney NSW 2000
ABN: 78 003 191 035
AFS Licence No: 239545

QBE

BUSINESS PACK INSURANCE / CERTIFICATE OF CURRENCY

Policy Number: 41U547532BPK

This certificate acknowledges that the policy referred to is in force for the period shown.

Details of the cover are listed below.

Policy Number:	41U547532BPK
Period of Insurance:	From 16/10/2020 to 16/10/2021 at 4.00pm
Insured Name:	PS701446A
ABN Number	Not Provided

Liability Section

		Sum Insured	Excess
Location:	12 HORSFALL ST TEMPLESTOWE LOWER VIC 3107	Liability: $20,000,000	
Type of Business:	STRATA TITLE RESIDENTIAL PROPE	Property Owner: Yes	
		Property Damage Excess:	$500

Interested Party:	None Noted

Issued by:	QBE Australia
Date Issued:	16. October 2020

End of Certificate.

QM1567-0607

Date Printed 02/10/2020

Suite 4, Level One, 1016 Doncaster Road
Doncaster East Victoria 3109
Phone: 03 8841 4200
Interstate & Country: 1300 764 244
ABN:12 087 001 045
AFS License: 231183
www.cgib.com.au

RENEWAL TAX INVOICE

PS701446A
14 Horsfall Street
TEMPLESTOWE LOWER VIC 3107

Date: 22/09/2020
Invoice Number: 176538
Account Executive: Meagan or Paula

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

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

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

Type of Policy	Business
Insured	PS701446A
Policy Description	Common Area Public Liability Insurance - 12 Horsfall Street TEMPLESTOWE LOWER VIC 3107
Insurer	QBE Insurance (Australia) Limited
Policy Number	141U547532BPK
Period of Insurance	16/10/2020 to 16/10/2021
Effective Date	16/10/2020

Premium	FSL	Insurer Policy Charge	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
$ 250.07	$ 0.00	$ 0.00	$ 25.01	$ 27.50	$ 84.92	$ 8.50	**$ 396.00**

Payment Options

Direct Deposit

Financial Institution:	Commonwealth Bank of Australia
BSB:	063 885
Account Number:	103 59500
Reference Number:	176538
Account Name:	CGIB

Instalments

Premium Finance is available. Please call us on 03 8841 4200 to arrange a quotation.

(Finance and administration charges apply).

B PAY

Biller Code: 101386
Ref: 21765383

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Total Due: **$ 396.00**

Notes:

Warnings & Recommendations

Please be aware that this policy does NOT provide any cover for damage, fire, etc, to the building/s and that the policy only provides public liability insurance (injury to third parties).

Therefore, we recommend that you include cover to building/s to avoid exposure to financial loss.

Please contact our office to arrange such cover and to discuss this further.

Kind regards, CGIB.

QBE BUSINESS PACKAGE

Insured Name PS701446A

SITUATION 1 DETAILS

Business	STRATA TITLE RESIDENTIAL PROPERTIES
Situation	12 HORSFALL ST TEMPLESTOWE LOWER VIC 3107

BROADFORM LIABILITY SECTION

Property Owners Only?	Yes
	Limit of Liability
Liability	$ 20,000,000
Property Value	Not Applicable
Goods in Physical Control	As Per the Policy Wording
	Excess
Property Damage Excess	$ 500

PROPERTY SECTION - Fire and other insured events	Not Insured
BUSINESS INTERRUPTION SECTION	Not Insured
THEFT SECTION (resulting from forced entry to buildings)	Not Insured
MONEY SECTION	Not Insured
GLASS SECTION	Not Insured
GENERAL PROPERTY SECTION	Not Insured
MACHINERY BREAKDOWN SECTION	Not Insured
ELECTRONIC EQUIPMENT BREAKDOWN SECTION	Not Insured
EMPLOYMENT PRACTICES SECTION	Not Insured
STATUTORY LIABILITY SECTION	Not Insured

EMPLOYEE DISHONESTY SECTION	Not Insured
TAX AUDIT SECTION	Not Insured
TRANSIT SECTION	Not Insured

CLAUSES APPLICABLE

2G9 PROPERTY OWNERS ONLY
PROPERTY OWNERS ONLY
This Policy does not cover liability arising out of or in connection with any business, profession, trade or activity other than as owner of property specified in the Policy Schedule. Cover under this Policy will only insure your legal liability resulting from an occurrences in the Common Area of the insured property. Common Area means the area at your situation that is not part of any Lot. Lot means an area shown on a plan as a lot or unit in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where your insured property is situated.

SFT POLICY WORDING QM485
APPLICABLE POLICY WORDING
When BUSINESS PACK INSURANCE is shown on the Policy Schedule Commercial/Retail/Industrial Policy wording QM485 applies. When TRADES PACK INSURANCE is shown on the Policy Schedule QBE Trade Policy QM207 applies. When OFFICE PACK INSURANCE is shown on the Policy Schedule QBE Office Policy QM208 applies.

TERRORISM INSURANCE ACT - APPLICATION TO THIS POLICY
QBE Australia has determined that this policy (or part of it) is a policy to which the Terrorism Insurance Act 2003 applies. We have reinsured our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). As a consequence, we are required to pay a premium to the ARPC and that amount (together with the cost of that part of the cover provided by us and administrative costs associated with the legislation) is reflected in the premium charged to you.

As with any other part of our premium, it is subject to Government taxes and charges such as GST, stamp duty and, where applicable, levies.

TERRORISM EXCLUSION ENDORSEMENT
Notwithstanding anything contained in this Policy or any endorsement attached to the contrary it is agreed that this Policy excludes death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

1) involves violence against one or more persons; or
2) involves damage to property; or
3) endangers life other than that of the person committing the action; or
4) creates a risk to health or safety of the public or a section of the public; or
5) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

ASBESTOS EXCLUSION ENDORSEMENT

This exclusion applies to the Public and Products Liability cover section. This policy does not cover Liability resulting from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

OUR AGREEMENT

We agree to provide You with the insurance cover set out in each of the Policy sections which You select and which are listed in the Schedule. You have paid or agree to pay to us the Premium set out in the current Schedule.

The insurance cover is in force for the Period of Cover set out in the Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy. We will not pay any more than the sum insured or limit of liability for each section which is shown in the Schedule.

We will not pay the Excesses shown in the Schedule. If any loss or damage leads to a claim under more than one Section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

Amendment to your Policy Wording

Notice relating to a change in the definition of 'flood'.

This derogation notice supplements and amends your Policy Wording and will apply to policies with a commencement date or renewal effective date on or after 19 June 2013.

Your insurance cover is unchanged except as indicated below:

New definition of "Flood"

In all instances in the Policy wording where the meaning of flood appears, the definition is deleted and replaced with the following definition for flood:

"Flood" means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

(a) a lake(whether or not it has been altered or modified);
(b) a river(whether or not it has been altered or modified);
(c) a creek(whether or not it has been altered or modified);
(d) another natural watercourse(whether or not it has been altered or modified);
(e) a reservoir;
(f) a canal;
(g) a dam.

About "Flood" cover

Flood damage is excluded by the standard policy and unless your Policy Schedule specifically states otherwise, there is no cover provided for flood.

You should review your Policy and Schedule, as well as any other information given to you by your financial services provider.

If you are uncertain as to the cover provided by your Policy, please contact your financial services provider.

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IMPORTANT NOTICES

AVERAGE OR CO-INSURANCE

Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

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

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

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

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

BUSINESS INTERRUPTION POLICES

Some policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy. For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clauses.

If you are in any doubt regarding this clause insofar as it applies to your policy, please contact CGIB for assistance.

YOUR DUTY OF DISCLOSURE

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

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

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

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

WHOLESALE BROKER INFORMATION

In some cases we use the services of a Wholesale Broker (insurance intermediary) to access products that are not available to us directly from the insurer. You can identify where we have used an insurance intermediary as the Invoice/schedule will show that the policy is placed via another Insurance Intermediary. This situation usually arises where the insurance intermediary has developed a specialised product and competitive pricing for risks that are not commonly available directly from most underwriters. This means we are not dealing with the end insurer directly but via the insurance intermediary. All insurance intermediaries that we deal with are required to hold an Australian Financial Services Licence and to place all client funds received into a Trust Account and are required to meet the same high standards in the delivery of their services that apply to us. Importantly all claims will be the ultimate responsibility of and paid for by the end underwriter

CLAIMS MADE DURING THE PERIOD OF INSURANCE

Your attention is drawn to the fact that some policies provide cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

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CHANGES & DEVELOPMENTS

Your Insurance Programme has been prepared with your agreement from known information about your business activities at a certain date. Changes and developments may occur which could have a bearing on the adequacy or efficacy of your insurances.
The following list should be used as a guide to areas of activity which should be notified to CGIB immediately they are proposed or occur so that steps can be taken to ensure your organisation remains adequately protected. It is not exhaustive, so when in doubt please contact CGIB for guidance:

- Acquisition of new subsidiaries, mergers or joint ventures in which you are involved in Australia or elsewhere
- Acquisition, construction or occupancy of new premises; alteration, vacation, temporary un-occupancy, extension or demolition of existing premises.
- Increases in value in excess of policy limits for buildings, plant, machinery or stock (whether due to acquisition, economic inflation or exchange rate fluctuation).
- Alterations to or disconnection of fire or burglary protection systems.
- Contractual liabilities assumed and legal rights contractually relinquished or diminished any contracts which impose onerous conditions.
- Changes in processes, occupancy or products and extensions of business operations, including new products or processes.
- Granting of indemnities or hold-harmless agreements
- Hiring, leasing or borrowing of plant and equipment.
- Acquisition of pressure vessels, lifting equipment or other substantial equipment.
- Movements of stock or equipment to new locations.
- Charter or operation of aircraft or waterborne craft
- External Funding – mortgages or other borrowings which create insurable interest of third parties in insured property.
- Foreign trade and travel – developments involving exposures beyond Australia, overseas acquisitions or exports of products

FLOOD - EXCLUSION

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

GENERAL ADVISE WARNING

Important Notice – What Sort of Advice is Being Provided

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

OUR PRIVACY PROMISE

We are committed to protecting your privacy and confidentiality in accordance with the Privacy Act 1988 (Cth) including the Privacy Amendment (Enhancing privacy Protection) Act 2012 and it is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.
Please contact us to obtain a copy of the CGIB "Our Privacy Information Brochure" or visit www.cgib.com.au

COMPLAINTS

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

UTMOST GOOD FAITH

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers

UN-NAMED INSURED'S & UN-NAMED PARTIES

Un-Named Insured's: The policy covers the persons, businesses, companies, etc, named in the policy schedule. Any other persons, businesses, companies, etc, not named are NOT covered. Please advise us if you require cover for any person, business, company, etc, not named.
Un-Named Parties: If you require the interest of a party other than the Named Insured to be covered, you MUST request this. Most policy conditions will exclude indemnity to other parties (e.g., mortgagees, lessors, principals etc) unless their interest is properly noted on the policy.

CANCELLATION

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

CLAIMS OCCURRING PRIOR TO COMMENCEMENT

Your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract

COOLING OFF PROVISIONS

All retail products are subject to a 14 day 'cooling off period'. This means that if you are not happy with the product, you have 14 days to withdraw from the contract at no cost to you.

CONTRACTUAL LIABILITY

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

MAJOR UNINSURED RISKS

Risk retention may occur in many ways, for example:

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

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

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

The following types of insurance are available (and include those which you may have already purchased), however as your activities could change these risks should be reviewed regularly to ensure that you have sufficient cover.
This list is not exhaustive, so if you are aware of any risks, which are uninsured, or you would like a broader definition, please contact your Client Service Consultant / Account Manager.
As any business is susceptible to change, we recommend these areas be reviewed regularly to ensure that your company is still comfortable with the limited scope of your existing range of policies.

Accounts Receivable/Book Debts
Bloodstock or Livestock
Burglary and/or Theft
Charterer's Legal Liability
Compulsory Third Party
Contract Bonding / Contract Guarantee
Credit
Disability
Electronic Equipment / Breakdown
Environmental Impairment Liability
Fidelity Guarantee
Fire & Extraneous Perils
General Property
Glass
Home and Contents
Legal Expenses
Loss of Hire / Standby Charges
Management Liability
Marine Cargo (Inland, Overseas)
Mortgage Protection
Multi Risks
Pleasure craft
Product Performance Guarantee
Professional Indemnity / Errors & Omission
Seismic Streamer
Sprinkler Leakage
Takeover
Technology Liability
Valuables

Airport Operator's Liability
Boiler and Pressure Vessel Explosion
Business Interruption
Commercial Package
Construction Risks / Liability
Contract Penalties / Liquidated Damages
Crops (growing)
Economic Loss
Employers Liability
Extended Warranty
Film / Film Producers Guarantee
Flood
Group Personal Accident
Industrial Special Risks
Kidnap, Ransom and/or Extortion
Libel and Slander / Defamation
Loss of License
Manufacturers Output / Sellers Contingency
Medical Crisis / Trauma
Motor Vehicle
Non-Owned Aviation Liability
Pluvius (Weather)
Product Tamper / Contamination
Protection & Indemnity
Seismic Tape
Third Party Strikes
Taxation Audit
Trailers
Voluntary Group Accident Schemes

Aviation Hull and Liability
Bonds
Cancellation and Abandonment
Completed Operations
Container Liability
Corporate Travel
Directors' and Officers' Liability
Electronic Computer Crime
Employment Practices Liability
Export Credit
Fine Arts
Forged Share Transfer
Health Care Plans
Infringement of Copyright
Key Person
Life Assurance
Machinery Breakdown
Marine Hull
Money
Mortgage and Lease Guarantee
Personal Accident / Illness
Political Risk
Product Recall
Public and Products Liability
Salary Continuance
Special Risks
Superannuation
Umbrella Liability
Workers' Compensation