



CONTRACT OF SALE OF REAL ESTATE

VENDOR: Konstantina Thanos

PROPERTY: Unit 3/47 Robert Street, Somerville VIC 3912

Moreland Conveyancing
526 Sydney Road
BRUNSWICK VIC 3056
(PO Box 486 Brunswick 3056)
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CONTRACT OF SALE OF REAL ESTATE

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PROPERTY ADDRESS: Unit 3/47 Robert Street, Somerville VIC 3912

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.

IMPORTANT NOTICE TO PURHASERS

Cooling-off period (Section 31 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; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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** that is 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 an 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 (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR:

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

Konstantina Thanos

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name:	O'Brien Real Estate					
Address	Shop 3, 1065 Frankston-Flinders Road Somerville					
Email:						
Tel:	59778877	Fax:		Mobile:		Ref: Shelley Brown

VENDOR

Name:	Konstantina Thanos
Address:	147 Stephen Street Yarraville VIC 3013

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Name:	MORELAND CONVEYANCING					
Address	526 Sydney Road (PO Box 486) Brunswick VIC 3056					
Email:	grace@conveymore.com.au					
Tel:	9380 9388	Fax:	9380 9588	Ref:	Grace Galletta 26786	

PURCHASER

Name:	
Address	
ABN/ACN:	

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Name:						
Address						
Email:						
Tel:		Fax:		Ref:		

PROPERTY ADDRESS

The address of the property is **Unit 3/47 Robert Street, Somerville VIC 3912**

LAND (General Condition 3)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9884	Folio	148	3	SP 31955
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (General Condition 2.2(f)) (List or attach a Schedule)

Any fixed floor coverings, electric light fittings, window furnishings and fixtures and fittings as inspected and in the condition they are in at the day of sale.

PAYMENT (General Condition 11)

Price \$

Deposit \$_____ by _____ (of which \$_____ has been paid)

Balance \$_____ payable at settlement

GST (General Condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box:

NOT APPLICABLE

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

NOT APPLICABLE

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

NOT APPLICABLE

GST – RESIDENTIAL WITHHOLDING PAYMENTIf the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the ***Taxation Administration Act 1953 (Cth)*** (see template attached).**SETTLEMENT** (General Condition 10)

Is due on / / 20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE (General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,If '**subject to lease**' then particulars of the lease are:

NOT APPLICABLE

TERMS CONTRACT (General Condition 23)

If this contract is intended to be a terms contract within the meaning of the

Sale of Land Act 1962 then add the words '**terms contract**' in this box, and refer to General Condition 23

NOT APPLICABLE

LOAN (General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

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

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in 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.
- 2.5 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**.

- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.

- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

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 10.00 a.m. and 4.00 p.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) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

- 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 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 S27 of the **Sale of Land Act 1962 ("the Act")** 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.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

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 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 a going concern and the supply 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
- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

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

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 authorized for service on or by a legal practitioner.
- (d) by email

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.

NOTICE TO PURCHASER

in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

PROPERTY: Unit 3/47 Robert Street, Somerville VIC 3912

VENDOR: Konstantina Thanos

1. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*.

GUARANTEE and INDEMNITY

I/We, of

And of

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

SIGNED by the said	)	
	)	
Print Name.....	)	
		Director (Sign)

in the presence of:	)
	)
Witness.....	)

SIGNED by the said	)	
	)	
Print Name.....	)	
		Director (Sign)

in the presence of:	)
	)
Witness.....	)

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

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

2. Representation and Warranty as to Building

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

3. Planning

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

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign Resident Capital Gains Withholding

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 6.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction 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 lodgment.
- 7.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

7.9 The vendor must:

- (a) before settlement 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.

8. GST Withholding

8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

8.3 The amount is to be deducted from the vendor’s entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

8.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
- (b) ensure that the representative does so.

8.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
 - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
 - (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 8.10 The vendor warrants that:
 - (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

8.12 This special condition will not merge on settlement

9. Swimming Pool

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Statutory Regulations 2006 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. The Vendor will not be obliged to comply with those regulations either prior to or after settlement date and the purchaser acknowledges and agrees that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers with the Building Regulations and to the satisfaction of the responsible authority within the time prescribed in the Building Regulations. The Purchaser must not seek to terminate, rescind, or make any objection, requisition, or claim for compensation or delay settlement as a result of any non-compliance.

10. Cost of rescheduling settlement

The purchaser must pay to the Vendor on the Due Date on an indemnity basis the Vendor's cost incurred each time a scheduled settlement is rescheduled at the request of the Buyer or because of its default and which costs are agreed will be \$300.00 payable to the Vendor's representative at settlement.

11. Duty Indemnity

The Purchaser must keep the Vendor indemnified against liability of each description under the Duties Act 2000 relating to this Contract, any substitute contract of sale and the instrument of transfer of conveyance of the property.

12. Stamp Duty: Purchasers Buying Unequal interests

- 12.1 If there is more than one purchaser, 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).
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

12.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner or conveyancer 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.

12.4 This Special Condition will not merge on completion.

13. Default

The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay. In addition to the interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement
- (c) Accommodation expenses necessarily incurred by the vendor.
- (d) Legal/conveyancing costs and expenses as between vendor's representative and the vendor;
- (e) A fee for rescheduling settlement on the day of settlement or after set at \$300 per reattendance;
- (f) Penalties payable by the Vendor to a third part through any delay in completion of the vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under the Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

14. Service

General condition 17 is replaced with the following:

- 14.1. Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 14.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 14.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or

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

(d) by email.

14.4 Any document properly sent by:

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

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

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

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

14.5 The expression "document" includes "demand" and "notice", and "service" includes "give" in this Contract.

15. Warranty

The Vendor gives no warranty as to the condition of the land or improvements erected on it and the Purchaser acknowledges

15.1 having inspected the land and improvements, and

15.2 that the improvements are deemed to comply with all relevant Building Services Statutes and all subordinate legislation thereunder including the Victorian Building Regulations and Council By-laws.

16. Land

The purchaser admits that the land as offered for sale and inspected is identical with that described in the title particulars given herein. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or claim upon the vendor to amend title or to bear all or any part of the costs of doing so.

17. Orders and Notices

The purchase shall at their own expense comply with all orders and notices (other than those relating to current rates) served on or after the date of this Contract in respect of or in connection with the land hereby sold and the purchaser shall assume liability arising therefrom and indemnify the Vendor against such liability.



VENDORS STATEMENT

VENDOR: Konstantina Thanos

PROPERTY: Unit 3/47 Robert Street, Somerville VIC 3912

Moreland Conveyancing
526 Sydney Road
BRUNSWICK VIC 3056
(PO Box 486 Brunswick 3056)
Telephone: 03 9380 9388 Fax: 03 9380 9588
Ref: Grace Galletta 26786
Email: grace@conveymore.com.au

Vendors Statement to the Purchaser of Real Estate

Pursuant to Section 32 of the Sale of Land Act (“the Act”)

VENDOR **Konstantina Thanos**

PROPERTY **Unit 3/47 Robert Street, Somerville VIC 3912**

1. Financial matters

1.1. **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- Are contained in the attached certificate/s

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

- None to the Vendors knowledge

1.3 **Terms Contract**

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

- Not applicable

1.4 **Sale Subject to Mortgage**

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

- Not applicable

2. Insurance details in respect of the land

2.1 **Damage and Destruction**

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

- Not applicable

2.2 **Owner Builder**

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

- Not applicable

3. Matters relating to land use

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered)
 - See attached copies of title documents.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are
 - To the best of the Vendor's knowledge there is no existing failure to comply with the terms, of any easement, covenant or similar restriction. 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.

3.2 Designated Bushfire Prone Area

- This land **IS NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

3.3 Road Access

- There is access to the property by road

3.4 Planning Scheme

- Attached is a certificate with the required specified information.

4. Notices made in respect of land

4.1 Notice, Order, Declaration, Report or Recommendation

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

- Unless contained in the attached certificate/s and all statement/s none to the Vendors knowledge. However, the Vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

- Unless contained in the attached certificate/s and all statement/s the Vendor is not aware of any Notices, Property/Management Plans, Reports or Orders in respect of the land issued by a government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

4.3 Compulsory Acquisition

Particulars of any notice of intention to acquire served under section 6 of the **Land Acquisition and Compensation Act 1986**.

- Unless contained in the attached certificate/s and all statement/s none to the Vendors knowledge.

5. Building Permits

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

- Not applicable

6. Owners Corporation

Particulars of the Owners Corporation within the meaning of the *Owners Corporations Act 2006*

- Copy of the Owners Corporation Certificate is attached in respect of the land under section 151 of the **Owners Corporations Act 2006**
- Copy documents specified in section 151(4)(b)(i) and (iii) of the **Owners Corporations Act 2006** accompany the Owners Corporation Certificate under the Act.
- Is contained in the attached certificate/s

7. Growth areas infrastructure contribution

- Not applicable

8. Disclosure of non-connected services

The following services are connected to the land

- electricity supply
- gas supply
- water supply
- sewerage

The Vendor reserves the right to have some or all of the services listed above disconnected prior to settlement. Any costs of reconnection will be paid by the Purchaser. The Purchaser assumes responsibility for the transfer of services into the name of the Purchaser and the Vendor makes no representation in relation to the status of the services after the day of sale.

Warning to the Purchaser: You should check with the appropriate Authorities as to the availability, and costs, of providing any essential service not connected to the Property. If any of the above services are not connected at the time of sale and it is described as being connected in the Vendors Statement then the Purchaser indemnifies the Vendor from any claims, actions, suits or demands for any utility not connected prior to or after Settlement whatsoever.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the **Transfer of Land Act 1958**, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

- (b) in any other case, a copy of -
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision -
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the

Subdivision Act 1988 –

- (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
- (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
- (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
- (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Disclosure of Energy Information

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

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

- (a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) Which has a lettable area of at least 2000m²; (but does not include a building under a strata title system or in an occupancy permit or if an occupancy permit was issued less than 2 years before the relevant date)
 - Not applicable

11. Due Diligence Checklist

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

- Is attached

The day of this Statement is the day of 2022

Signed by the Vendor.....
Konstantina Thanos

.....

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

The day of this Statement is the day of 2022

Signed by the Purchaser.....

.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 09884 FOLIO 148

Security no : 124096683579G
Produced 07/04/2022 10:27 AM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 031955H.
PARENT TITLE Volume 09771 Folio 751
Created by instrument SP031955H 19/06/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

KONSTANTINA THANOS of 3/47 ROBERTS STREET SOMMERVILLE VIC 3912
AJ584854F 04/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ584855D 04/04/2012
BANK OF WESTERN AUSTRALIA LTD

COVENANT (as to whole or part of the land) in instrument N794375T

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

DIAGRAM LOCATION

SEE SP031955H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 47 ROBERT STREET SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP031955H

DOCUMENT END

CHART: 9

PLAN OF STRATA SUBDIVISION

SP 31955

THE PARCEL — The whole of the land described in Certificate of Title
Volume 9771 Folio 791 being part of
Crown Allotment 20A
Parish of Tyabb County of Mornington (see below)*

REGISTERED

POSTAL ADDRESS OF BUILDINGS

47 Robert Street,
Somerville.

TIME 7.45 DATE 19.6.89

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT



* And being limited to so much as
lies above the depth of 15.24 metres
below the surface.

The land shown as E-1 is encumbered
~~in part by a drainage easement vide~~
~~L.P. 61478 and in whole by a drainage~~
and sewerage easement vide L.P. 205773.
Part of Units 3 and 4 and part of the
common property are affected by this
encumbrance.

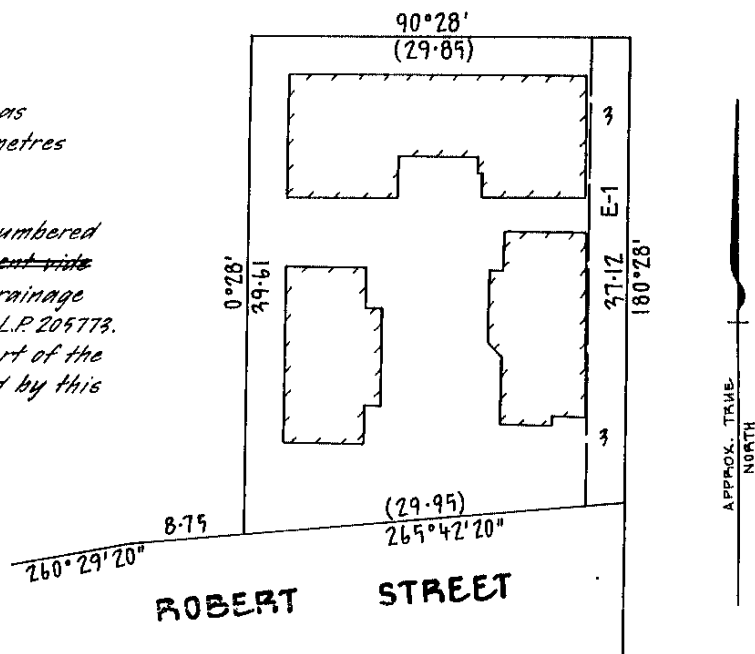


Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

SURVEYORS CERTIFICATE

I, Ian Thomas Muir, of 7 Main St. Mornington,
a surveyor licensed under the Surveyors Act 1978 certify
that this plan and any measurements on which it is based
have been made by me or under my personal direction and
supervision; that the standard of accuracy of any measure-
ments made to determine the external boundaries of the
site complies with the requirements of and under the
Surveyors Act 1978; that the plan accurately represents as at
the.....fifteenth.....day of.....February.....1989.....
in the manner required by or under the Strata Titles Act
1967 and by or under the Surveyors Act 1978; and within
the limitations of the scale used and the standard of accuracy
required, the boundaries of the units and the location at
ground level of all buildings in the parcel in relation to the
external boundaries of the site; and that all units are within
the parcel.

Signature.....*I.T. Muir*.....Date 21.2.1989.....

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1), Strata Title Act

THE COMMON SEAL OF THE PRESIDENT
COUNCILLORS AND RATEPAYERS OF
THE SHIRE OF HASTINGS WAS AFFIXED
HERE TO IN THE PRESENCE OF:-

[Signature] Councillor
[Signature] Councillor
[Signature] Secretary
Dated this.....day of.....May 1989.

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

WATSONS PTY. LTD.

LICENSED SURVEYORS

7 MAIN ST. MORNINGTON 3931. (059) 79 4644

SURVEYORS REF.

29589

COUNCIL REF- 6554

VICTORIA

LICENSED SURVEYOR

SHEET 1 OF 2 SHEETS

SP 31955

LEGEND

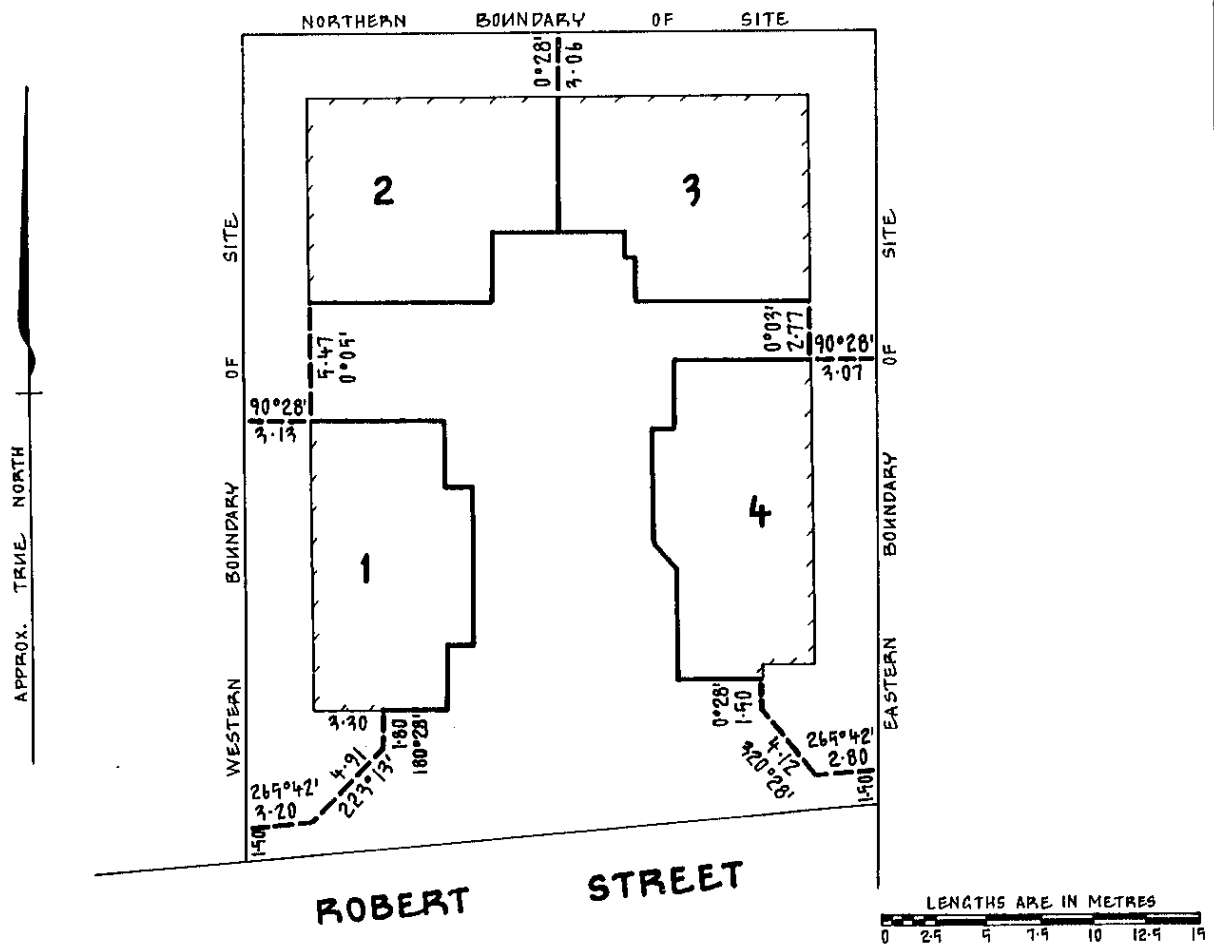
The buildings in the parcel parts of which are contained in Units 1 to 4 are single storey buildings.

The upper boundary of each of units 1 to 4 (both inclusive) is ten metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on this sheet; the lower boundary of each of these units is two metres below that part of the site.

The common property is all the land in the parcel except the land in Units 1 to 4 (both inclusive).

No unit on this plan is an accessory unit.

DIAGRAM



WATSONS PTY. LTD. LICENCED SURVEYORS 7 MAIN ST. MORNINGTON 3991. (099) 79 4644	SURVEYORS REG. 29585 COUNCIL REF. 6554	<i>[Signature]</i> Shire Secretary / Chief Executive Officer <i>[Signature]</i> LICENCED SURVEYOR SHEET 2 OF 2 SHEETS
--	--	--



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/04/2022 10:28:45 AM

**OWNERS CORPORATION
PLAN NO. SP031955H**

The land in SP031955H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

47 ROBERT STREET SOMERVILLE VIC 3912

SP031955H 19/06/1989

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	20	20
Lot 2	20	20
Lot 3	20	20
Lot 4	20	20
Total	80.00	80.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/04/2022 10:28:45 AM

OWNERS CORPORATION
PLAN NO. SP031955H

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.

Mornington Peninsula Shire
Private Bag 1000,
Besgrove Street, Rosebud 3939

RN
2021

ABN 53 159 890 143

For general enquiries, call us or visit our website

☎ mornpen.vic.gov.au

☎ 1300 850 600 (local call, fees apply)



K Thanos
147 Stephen Street
YARRAVILLE VIC 3013

023

R0_19150

Property details

3/47 Robert Street SOMERVILLE VIC 3912
Lot 3 SP 31955 Vol 9884 Fol 148

Site Value:

\$149,000

Capital improved value

\$365,000

Net annual value

\$18,250

AVPCC

120 - Residential

Date of issue

11/08/2021

Date of declaration

22/06/2021

Date of valuation

01/01/2021

Financial details

Residential Improved
(0.0015555 X CIV) \$567.75
Waste Service Charge \$338.00

Total Shire rates and charges

\$905.75

Fire Service Levy Residential Fixed

\$114.00

Fire Service Levy Residential Variable (0.000059 X CIV)

\$21.50

Total State Government Fire Levy

\$135.50

Balance due

\$1,041.25

2021-22

Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

93460

Total amount due

\$1,041.25

Arrears (due immediately)

\$0.00

Current payable

\$1,041.25

15/02/2022

Instalments

1st	\$260.35	Due 30/09/2021
2nd	\$260.30	Due 30/11/2021
3rd	\$260.30	Due 28/02/2022
4th	\$260.30	Due 31/05/2022

The rating year is from 01/07/2021 to 30/06/2022. Please check BPAY reference number before making any payments. **Important** Interest on late payments will be charged at 10.00% p.a. See reverse for details and important information. If 1st instalment payment is not received by 30 September 2021, total amount must be received by 15 February 2022. **Please note a \$20.00 charge will apply if another copy of this notice is requested.**

Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210109346003



Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210109346003



Green/hard waste voucher

Non-transferable. Expires 30 September 2022.

20210109346003



Bill code: 20537
Ref no: 4000934604

BPAY® this payment via Internet or phone banking. **BPAY View®** View and pay this bill using internet banking.
BPAY View Registration No: 4000934604



Post
Billpay
Billpay code: 3064
Ref no: 9346 04

Pay in person at any post office, by phone
☎ 13 18 16 or go to ☎ postbillpay.com.au



*3064 934604

Property location: 3/47 Robert Street, SOMERVILLE VIC 3912
Name: K Thanos
Property number: 93460

Full payment amount: \$1,041.25
Full payment due: 15/02/2022

Instalment amount: \$260.35
Instalment due: 30/09/2021



For emailed notices
☎ mornpen.enotices.com.au
Ref no: 11D8254B1B



Council use only



MORNINGTON
PENINSULA
Shire

Objection to valuation Ratepayers have a right under Section 17 of the *Valuation of Land Act 1960* to object to the valuation of their property on a number of specific grounds. Objections must be lodged on the prescribed form within 2 months from date of issue of annual or subsequent supplementary rate notice. Copies of the prescribed forms are available from the Shire's Valuers.

The ratepayer is still required to pay the Rates, Charges and State Fire Services Property Levy as originally levied. State Revenue Office uses the Shire's Site Valuation indicated on this notice for the purpose of assessing land tax.

Definitions

- Site Value (SV) – Is the value of the unimproved land.
- Capital Improved Value (CIV) – Is the total unencumbered value of the property including land.
- Net Annual Value (NAV) – Represents the reasonable annual rental of a property. Legislation requires that the NAV be a minimum 5% of the CIV.

What is an AVPCC? An AVPCC is an Australia Valuation Property Classification Code. An AVPCC is allocated to each property by the council's valuer according to the use of the land – e.g. house, shop, cattle grazing. The AVPCC is used to determine the land use classification.

Payment of Rates and Charges Council rates and charges must be paid either as a lump sum or by instalments as follows:

- In full by 15 February 2022
- By instalments as follows:
 - 30 September 2021
 - 30 November 2021
 - 28 February 2022
 - 31 May 2022

If instalment payment is received on or before 30 September, reminder notices for the second, third and fourth instalment will be sent prior to each instalment falling due.

Payments received after 30 September 2021 will be credited to the account but the balance must be paid in full by 15 February 2022.

Payments of any rates and charges will be allocated as follows:

- Legal Costs owing, if any;
- Interest owing, if any;
- Arrears owing, if any, current rates/FSPL owing.

Penalty for Late or Non-payment of Rates, Charges, Arrears and State Fire Service Property Levy Under Section 172 of the *Local Government Act 1989* any instalment or full payment not paid by the due date may incur interest as set out under Section 2 of the *Penalty Interest Rate Act 1983*.

Interest will continue to accrue until the overdue amount, including state government fire services property levy and accrued interest is paid in full. For full payment not received by the due date, interest will be calculated as if you chose to pay via instalments.

Rate Capping Council has complied with the Victorian Government's rate cap of 1.5%. The cap applies to the entire rate budget, not necessarily individual properties.

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

- Change to your property valuation relative to other property value movements in the municipality;
- change to the differential rate or levy applied to your property;
- the inclusion of other charges not covered by the Victorian Government's rates cap.

Rate Rebate/Concessions If you are in receipt of a pension, you may be eligible to a rebate on rates and charges on your principal residence. Application forms are available from the Shire. **Please note: Health Care cards do not entitle you to a rate rebate.**

Differential Rating For further information in relation to differential rates, please refer to the adopted budget on Councils website.

Review of Differential Rating

Under Section 183 of the *Local Government Act 1989*, an owner or occupier may apply to VCAT for a review of differential rating decision within 2 months from date of issue of annual notice following the decision.

Objection to Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have the right to appeal to the County Court on the above rates and charges on specific grounds.

Disposal of Property for Overdue Rates and Charges

Under Section 181 of the *Local Government Act 1989*, Council has the power to dispose of property where:

- there are rates and charges (including legal costs and interest) which are more than three years overdue; and
- there is no current arrangement for the payment of the overdue rates and charges; and
- there is a court order requiring the payment of the overdue rates and charges.

Changes of Ownership or Address

If any of the details on the front of this notice are incorrect, please visit:

🔗 mornpen.vic.gov.au/rates

Or alternatively, email:

🔗 customerservice@mornpen.vic.gov.au

It is the responsibility of the property owner to notify Council of any changes of ownership and/or address within one month.

Any payment not received by the relevant due date, whether by mail, BPAY, Post Office or in person will be considered overdue and will attract interest charges.

Don't forget: For Waste Disposal Centres, 1 voucher equals 1 cubic metre of green waste OR 1/2 cubic metre of hard waste
Enquiries: 1300 850 600

Don't forget: For Waste Disposal Centres, 1 voucher equals 1 cubic metre of green waste OR 1/2 cubic metre of hard waste
Enquiries: 1300 850 600

Don't forget: For Waste Disposal Centres, 1 voucher equals 1 cubic metre of green waste OR 1/2 cubic metre of hard waste
Enquiries: 1300 850 600



Telephone/Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.
🔗 bpay.com.au

© Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet

Go to
🔗 mornpen.vic.gov.au/payonline and follow the prompts.



Direct Debit

For applications, go to
🔗 mornpen.vic.gov.au/directdebit or contact the Revenue Dept to request a Direct Debit form
📞 5950 1080
To maximise the benefits of Direct Debit, applications must be received prior to 31 August.



Mail to: Mornington

Peninsula Shire, Private Bag 1000, Rosebud VIC 3939
Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.



In person

Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Post Billpay

Pay in-store at Australia Post, or by phone (credit card) or internet using the Post Billpay details on the front of this notice:
📞 13 18 16
🔗 auspost.com.au/postbillpay

Grace Galletta
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 3 LOT 3 47 ROBERT STREET
SOMERVILLE 3912
3 RP 31955

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01890/62	LANDATA CER 63711169-026-6	07 APRIL 2022	41296333

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/04/2022 to 30/06/2022	\$26.39

(b) By South East Water

Water Service Charge	01/04/2022 to 30/06/2022	\$23.28
Sewerage Service Charge	01/04/2022 to 30/06/2022	\$91.12
Subtotal Service Charges		\$220.99
Payments		\$80.20
TOTAL UNPAID BALANCE		\$140.79

- The meter at the property was last read on 18/03/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.15 per day
Sewage Disposal Charge	\$0.04 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

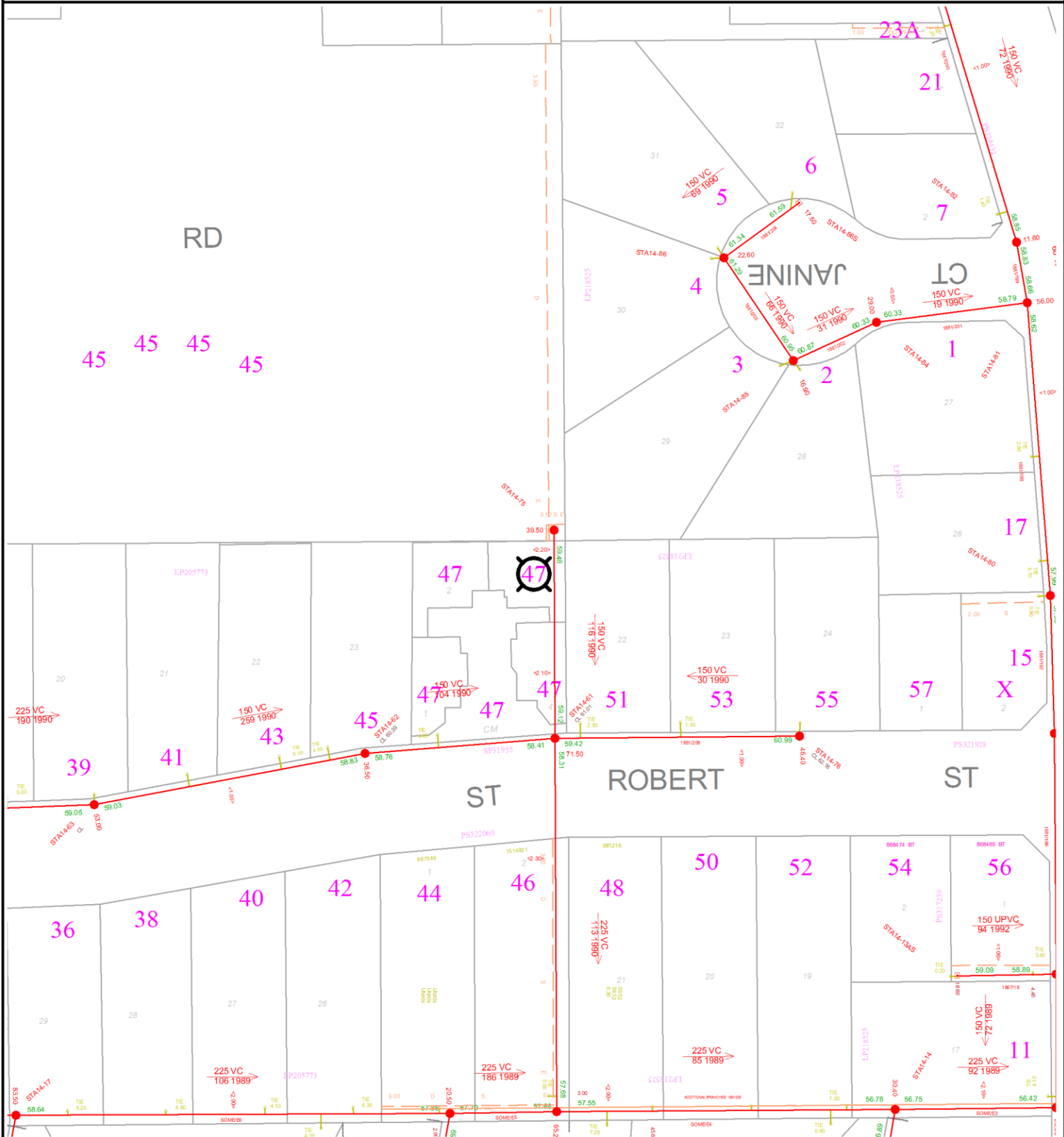
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

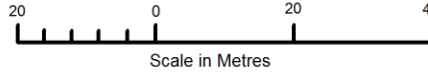
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

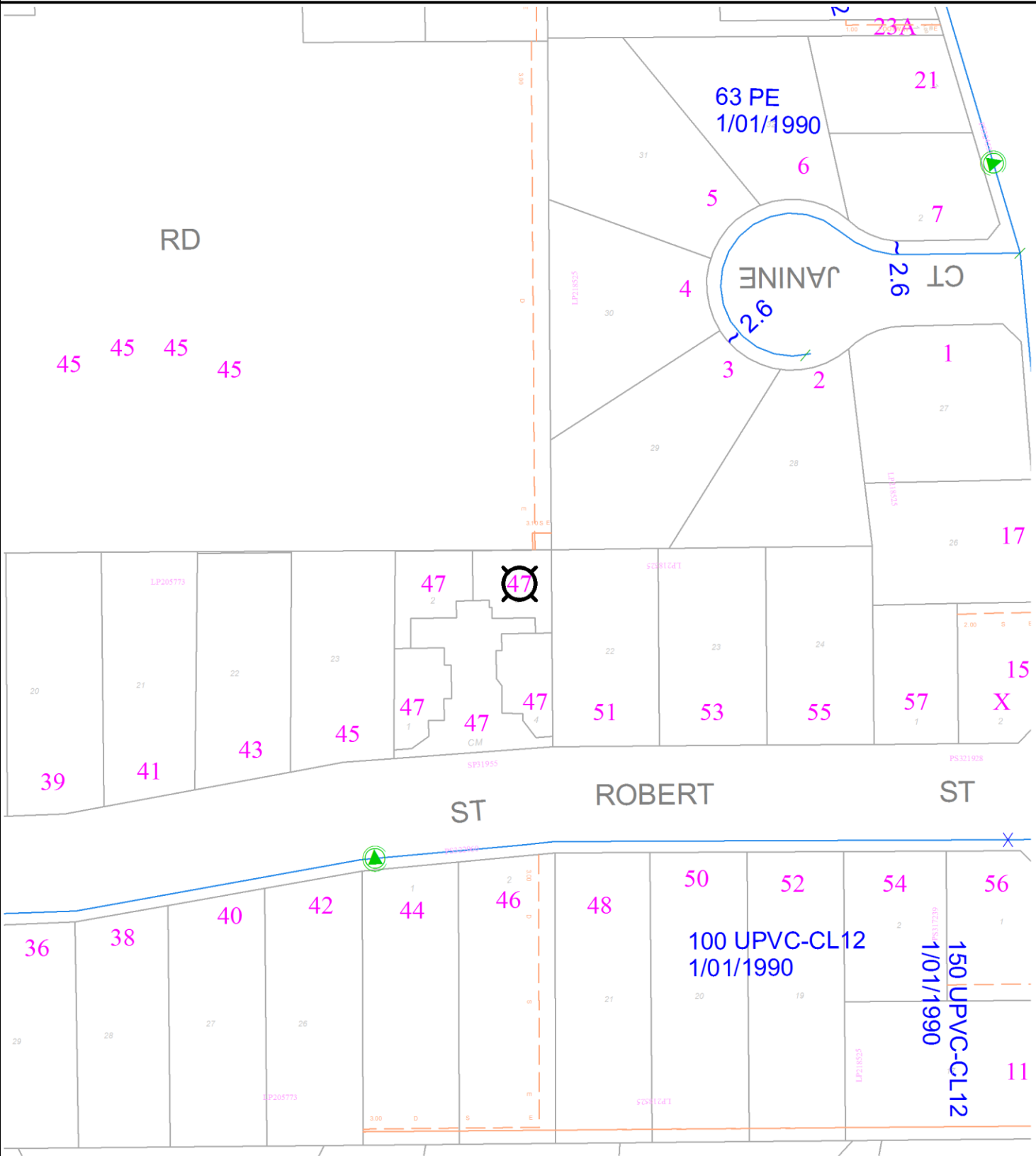


Property: Lot 3 UNIT 3 47 ROBERT STREET SOMERVILLE 3912

Case Number: 41296333



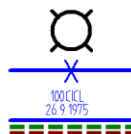
Date: 07APRIL2022



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

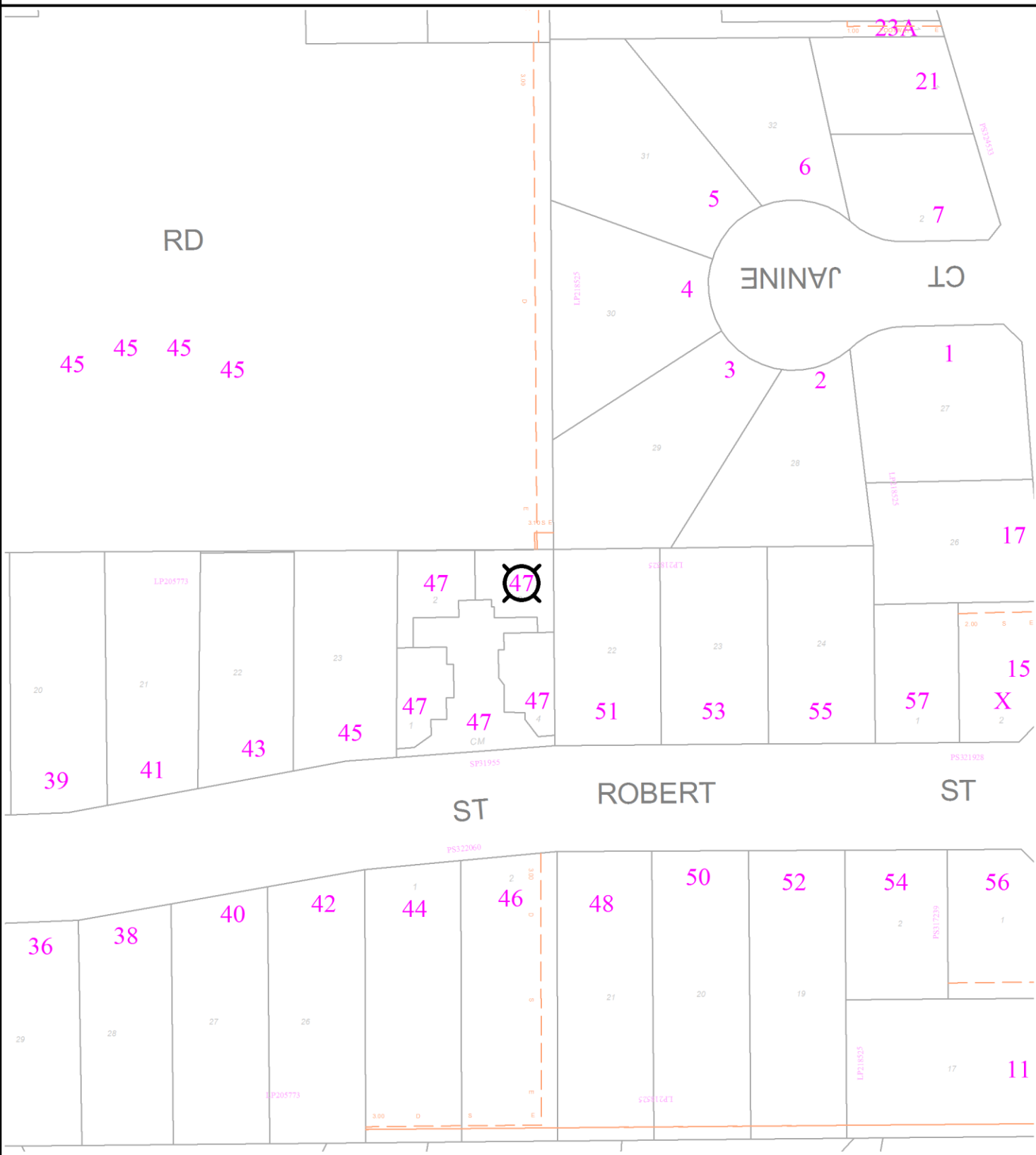
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



GRACE GALLETTA

Your Reference:	LD:63711277-011-0.26786
Certificate No:	54016851
Issue Date:	07 APR 2022
Enquiries:	ESYSPROD

Land Address: UNIT 3, 47 ROBERT STREET SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22247256	3	31955	9884	148	\$0.00

Vendor: KONSTANTINA THANOS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
KONSTANTINA THANOS	2022	\$149,000	\$0.00	\$0.00	\$0.00

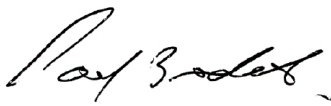
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$365,000
SITE VALUE:	\$149,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 54016851

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$149,000

Calculated as \$0 plus (\$149,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 54016851

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 54016851

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Grace Galletta
526 Sydney Road
BRUNSWICK 3056

Client Reference: 26786

NO PROPOSALS. As at the 7th April 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 3, 47 ROBERT STREET, SOMERVILLE 3912
SHIRE OF MORNINGTON PENINSULA

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

Date of issue: 7th April 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 63711169 - 63711169102732 '26786'

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

833519

APPLICANT'S NAME & ADDRESS

GRACE GALLETTA C/- GXS
MELBOURNE

VENDOR

THANOS, KONSTANTINA

PURCHASER

THANOS, KONSTANTINA

REFERENCE

26786

This certificate is issued for:

LOT 3 PLAN SP31955 ALSO KNOWN AS 3/47 ROBERT STREET SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE- SCHEDULE 2 - C219morn

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

07 April 2022

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

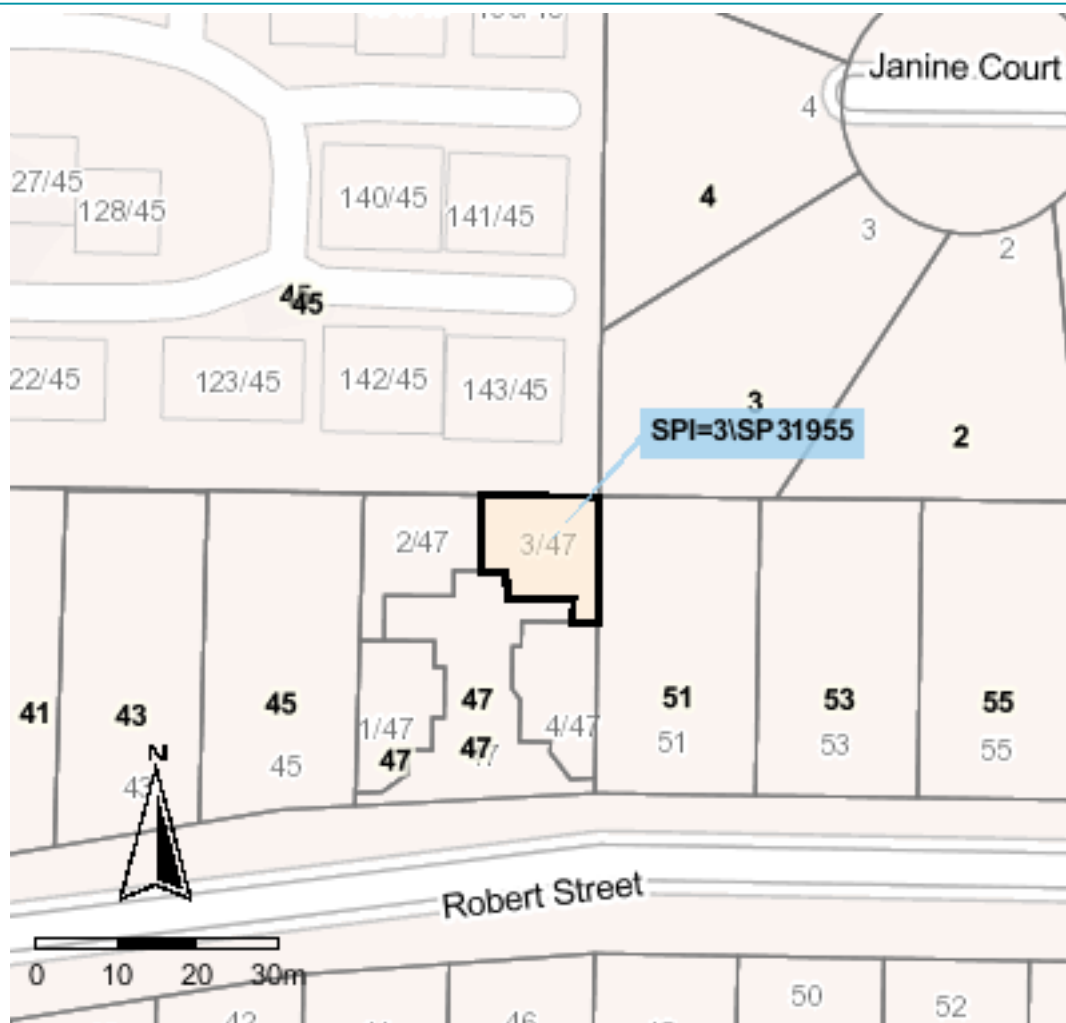
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@victorianlrs.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

OWNERS CORPORATION CERTIFICATE
issued pursuant to s.151 Owners Corporation Act

Owners Corporation No 31955

Ppty: Unit 3, 47 Robert Street Somerville 3912

This certificate is issued in respect of lot 3

- | | | | |
|-----|---|----------------------------|----------|
| (a) | current fees | \$77.72..... | per year |
| (b) | paid up to | 06/03/2023 | |
| (c) | total of any unpaid fees or charges | \$.NIL..... | |
| (d) | details of any special fees or levies which have been struck N/A | payable __/__/20__ | |
| (e) | details of any repairs or maintenance or other work which has been or is about to be performed which may incur additional charges |
.....
N/A..... | |
| (f) | owners corporation insurance details | GIO..... | |
| | name of insurance company | | |
| | policy number | HGS030371897..... | |
| | kind of policy | STRATA INSURANCE | |
| | Buildings covered | \$51,600..... | |
| | building amount | | |
| | public liability amount | \$20 MILLION..... | |
| | renewal date | 06/03/2023..... | |
| (g) | if the owners corporation has resolved that the members may arrange their own insurance under s.63, the date of this resolution | __/__/20__ | |
| (h) | total funds held by owners corporation | \$N/A..... | |
| (i) | details of liabilities additional to the liabilities listed in (a) to (d) | \$N/A..... | |
| (j) | details of current contracts, leases licences or agreements affecting common property | N/A.....
..... | |
| (k) | details of any current agreements to provide services to lot owners occupiers or the public | N/A.....
..... | |
| (l) | details of notices or orders served on the owners corporation in the last 12 months that have not been satisfied | N/A..... | |

- | | | |
|-----|--|----------------------------|
| (m) | details of 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 | N/A.....
.....
..... |
| (n) | whether the owners corporation has appointed, or has resolved to appoint a manager an, if so, the name and address of the manager | N/A.....
..... |
| (o) | whether an administrator has been appointed for the owners corporation or whether there has been a proposal for the appointment of an administrator | N/A.....
..... |

This certificate must include the following documents:

- a copy of the owners corporation rules;
- the prescribed information statement;
- a copy of all resolutions made at the last AGM;

Signed on behalf of the Owners Corporation by

Name: ...Konstantina Thanos..... :.....

in the capacity as Owner of Unit 3.....
pursuant to an instrument of delegation made by the
Owners Corporation on __/__/20__
in accordance with s.11 Owners Corporation Act

Dated the 8TH day of APRIL

2022

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**.

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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



023
STRATA PLAN 31955
147 STEPHEN ST
YARRAVILLE VIC 3013

Dear Policy Holder,

Thank you for insuring your Strata Building with GIO. Your current policy expires at 11:59pm on 6 March 2022 and we would like to invite you to renew with us for a further 12 months.

A new Product Disclosure Statement (PDS) applies to your policy on renewal and is enclosed for you. There are new and changed benefits, features, options, terms, conditions and exclusions. Please read the PDS for full details.

For more information about the changes in our new PDS please visit www.gio.com.au/pds-update

Your Certificate of Insurance showing policy details for the new period of insurance is also enclosed.

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

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

! IMPORTANT CHANGE!

FROM THIS RENEWAL, YOUR POLICY WILL PROVIDE NO COVER FOR LOSS OF RENT OF ANY UNITS USED FOR SHORT TERM RENTAL, HOLIDAY LETTING OR HOUSE SHARING, this includes any arrangements made through online booking platforms, for example, Airbnb, Stayz.

Regards,

The GIO Team



Strata Insurance
Account

Payment details

Policy number	HGS030371897
Period of insurance	06-03-2022 to 06-03-2023
Due date	06-03-2022
Total amount payable	\$360.48
Last year's annual premium	\$310.89
Change on last year* 16.0%	

***Why your premium may change**

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

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

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

Payment slip

Policy number: HGS030371897

Reference number: 14222030371897

Amount due: \$360.48

Due date: 06-03-2022



Biller Code: 655746
Ref: 14222030371897

Telephone & internet bills: BACS
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



Direct Debit
Call 13 10 10 to arrange payment by instalments of \$36.04. It costs more to pay by the month.



In person
At any Post Office



*4055 06032022 HGS030371897



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



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



Mail
Send this payment slip with your cheque made payable to: GIO, Reply Paid GPO Box 1453 Brisbane 4001. Reference: HGS030371897

Your premium covers

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

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

Type of Cover / Insured Address	Sum Insured	Base Premium	GST	Stamp Duty	Total Amount Payable
UNIT 1-4 47 ROBERT ST, SOMERVILLE VIC 3912					
Last Year					
Your Building	\$49,100	\$256.94	\$25.69	\$28.26	\$310.89
This Year					
Your Building	\$51,600	\$297.92	\$29.79	\$32.77	\$360.48
This Year's GST / Total Amount Payable			\$29.79		\$360.48

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

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

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

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



Enquiries: 13 10 10
Claims: 13 14 46 (24/7 for new claims)
gio.com.au



Certificate of Insurance

Please read the information on your Certificate of Insurance carefully.

Please also check the amount of cover meets your needs.

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

Insured: Strata Plan 31955

! IMPORTANT CHANGE!

FROM THIS RENEWAL, YOUR POLICY WILL PROVIDE NO COVER FOR LOSS OF RENT OF ANY UNITS USED FOR SHORT TERM RENTAL, HOLIDAY LETTING OR HOUSE SHARING, this includes any arrangements made through online booking platforms, for example, Airbnb, Stayz.

Type of cover: Strata Insurance

Insured address	UNIT 1-4 47 ROBERT ST, SOMERVILLE VIC 3912
Building sum insured	\$51,600
Legal Liability	up to \$20 million
Period of insurance	From 6 March 2022 until 11:59pm 6 March 2023

Excess details

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

Building standard excess

\$100

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

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



What you have told us

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

You have told us the following about the insured address

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

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

- It is a single level with 4 units, brick walls, tile roof, built between 1980 to 1989
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building does not have any balconies

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

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

Insurance history

You have told us that in the past 3 years:

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

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

When you need to contact us

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

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

Privacy

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

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