

# CONTRACT OF SALE OF REAL ESTATE

**VENDOR:** Matthew James Madden

**PROPERTY:** Unit 5, 348 Clarke Street, Northcote 3070



ABN 24 356 959 335

**ABBOTSFORD**

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

# CONTRACT OF SALE OF REAL ESTATE\*

**Property address:**      **Unit 5, 348 Clarke Street, Northcote 3070**

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 Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing-

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/2025

Print name(s) of person(s) signing \_\_\_\_\_

State nature of authority if applicable \_\_\_\_\_

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

**SIGNED BY THE VENDOR** \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/2025

Print name(s) of person(s) signing      Matthew James Madden

State nature of authority if applicable \_\_\_\_\_

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

### PARTICULARS OF SALE

#### VENDOR'S ESTATE AGENT

Langwell Harper of 416 High Street, Kew 3101

Tel: 9276 5900

Ref: Peter Daicos

Email: [peterd@langwellharper.com.au](mailto:peterd@langwellharper.com.au)

#### VENDOR

Matthew James Madden

#### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

MSL Lawyers of P O Box 40, Abbotsford 3067

Tel: 9349 4470

Fax: 9349 4476

Ref: 243745

Email: [LHaramis@msllawyers.com.au](mailto:LHaramis@msllawyers.com.au)

#### PURCHASER

.....  
of .....

#### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

.....  
of .....  
Tel: ..... Fax: ..... Ref: ..... Email: .....

#### LAND (general conditions 3 and 9)

The land is 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 as: Lot 5 on Plan of Subdivision No 713343T being all that piece of land more particularly described in Certificate of Title Volume 11570 Folio 927

The land includes all improvements and fixtures

#### PROPERTY ADDRESS

The address of the land is: **Unit 5, 348 Clarke Street, Northcote 3070**

#### GOODS SOLD WITH THE LAND (general condition 2.3(f))

All fixed floor coverings, light fittings and all fixtures and fittings of a permanent nature

#### PAYMENT (general condition 11)

PRICE \$ .....

DEPOSIT \$ \_\_\_\_\_

10% on the signing hereof or by ..... / ..... /2025  
(of which \$..... has been paid)

BALANCE \$ \_\_\_\_\_

payable at settlement

#### GST (refer to general condition 13)

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

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

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

**SETTLEMENT** (general condition 10)

Is due within 30/60/90 days OR is due on ...../...../2025 or earlier by agreement

**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:

**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 and add any further provisions by way of special conditions:

**LOAN** (refer to general condition 14)

Not applicable

**SPECIAL CONDITIONS**

This contract does not include any Special Conditions unless the words '**Special Conditions**' appear in this box:

# Special Conditions

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## 1. Amendments to General Conditions

### 1.1 Amendment to General Condition 2.1:

General Condition 2.1 is replaced with the following:

The vendor warrants that these general conditions 1 to 28 (other than this general condition 2.1) are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980 prior to the revocation of the Estate Agents (Contracts) Regulations 2008 on 11 August 2018.

### 1.2 Payment

General Condition 11 is replaced with the following:

- 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 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 electronic funds transfer to a recipient having the appropriate facilities for receipt.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.

### 1.3 Acceptance of title

General Condition 12.4 is added:

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

### 1.4 Tax Invoice

General Condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

## 1.5 Loan

General Condition 14.2(ca) is added:

- (ca) provides the purchaser with a letter from its lender evidencing that the loan has not been approved.

## 1.6 Adjustments

(a) General Condition 15.3 is added:

15.3 The purchaser must provide copies of all certifications and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

- (b) For the purposes of General Condition 15, the expression "periodic outgoings" does not include any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

## 1.7 Service

General Condition 17 is replaced with the following:

### 17. SERVICE

- 17.1 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.
- 17.2 A document being 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.
- 17.3 A document is sufficiently served:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
  - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

## 1.8 Notices

General Condition 21 is replaced with the following:

### 21. NOTICES

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

This General Condition does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act* 1962 applies.

### 1.9 Amendments to General Condition 28.4

- (a) General Condition 28.4(a) is amended by deleting the words “the deposit up” and replacing with the words “an amount equal”;
- (b) General Condition 28.4(d) is amended by inserting the words “save for an amount equal to 10% of the price that is forfeited to the vendor as the vendor’s absolute property” after the word “damages” on the last line of General Condition 28.4(d).

## 2. Rules of Conduct of Auction

The property is offered for sale by auction, subject to the vendor’s reserve price. The rules for the conduct of the auction, as detailed in Schedule 1 to the *Sale of Land (Public Auctions) Regulations* 2014, or any rules prescribed by regulations which modify or replace those rules, are attached.

## 3. Electronic Signature

- 3.1 In this Special Condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this Contract by electronic or mechanical means and “electronically signed” has a corresponding meaning.
- 3.2 The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.
- 3.3 Where this Contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 3.4 This Contract may be electronically signed in any number of counterparts which together with constitute the one document.
- 3.5 Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.
- 3.6 Each party must, upon request, promptly deliver a physical counterpart of this Contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of the Contract.

## 4. GST Withholding

No

- 4.1 This Special Condition only applies if the word “Yes” is marked in the above box. If the word “No” is marked, then the purchaser is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act* 1993 (Cth) in relation to the above supply and this Special Condition does not apply.
- 4.2 In this Special Condition, section references are to Schedule 1 of the *Taxation Administration Act* 1953 (Cth) as amended by *Treasury Laws Amendment (2018 Measures No 1) Act* 2018 (Cth) and asterisked terms have the same meanings as when used in that schedule.
- 4.3 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least 7 days prior to settlement.
- 4.4 If section 14-250 requires the recipient of supply to withhold an amount (**Withholding Sum**) from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
  - (a) complete and lodge such online notification forms as the Commissioner may require, to enable payment of the withholding sum; and
  - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum; or
  - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner;

except where the purchaser has complied with sub-paragraph (b) or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the Withholding Sum as soon as practicable after payment.

- 4.5 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the Withholding Sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

- 4.6 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 4.7 Except as expressly set out in this Special Condition, the rights and obligations of the parties under this Contract, including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 4.8 In this Special Condition "settlement" means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

**5. Foreign resident capital gains withholding**

- 5.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) have the same meaning this Special Condition unless the context requires otherwise.
- 5.2 Every vendor under this contract is a foreign resident for the purposes of this Special Condition unless the vendor gives the purchaser a special 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.
- 5.3 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 not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 5.4 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.
- 5.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this Special Condition; and
  - (b) ensure that the representative does so.
- 5.6 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 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.
- 5.7 The representative is taken to have complied with the obligations in Special Condition 12.6 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.
- 5.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 5.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 5.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**6. Electronic Conveyancing**

EC
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Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 2 applies, if the box is marked "EC".

- 6.1** 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 6.2** A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 6.3** Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 6.4** The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 6.5** The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 6.6** Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 6.7** The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 6.8** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 6.9** The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic 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.
- 6.10** The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**7. Acknowledgements**

- 7.1** The purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected he received a Statement in writing signed by the vendor pursuant to s.32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

- 7.2** The purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. He agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
- 7.3** 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 his servants or agents from any claims demands in respect thereof.
- 7.4** The purchaser acknowledges and agrees that the purchaser purchases the Property as a result of the purchaser's own inspections and enquiries and in its present condition and state of repair and subject to all faults and defects both latent and patent including the presence of any Hazardous Substances in, on, under or upon the Property.

## **8. Identity of Property**

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser, is identical to that described in the title particulars as the land being sold in the Vendor Statement. 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. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

## **9. Restrictions**

- 9.1** The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements encumbrances and restrictions and all implied easements encumbrances and restrictions and any rights of any other person, whether they are disclosed or not and accepts the location of all buildings. The purchaser shall not make any claim whatsoever in relation thereto.
- 9.2** The Land 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.
- 9.3** The purchaser will not make any requisitions or objection, claim, compensation or refuse or delay payment of the Price by reason of any one or more of the following:
- (a) any non-compliance by the Property with any Relevant Laws;
  - (b) any non-compliance by the Property with any Relevant Approvals;
  - (c) the existence of any Hazardous Substances in, on, under or about the Property;
  - (d) the unsuitability of the Property for the purchaser's intended or proposed use.
- 9.4** The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

## **10. Foreign purchaser**

- 10.1** The purchaser warrants that:
- (a) the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*; or
  - (b) if the purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975*, the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.
- 10.2** In the event of there being a breach of this warranty, whether deliberate or unintentional, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.
- 10.3** This warranty and indemnity shall not merge on completion of this Contract.

## **11. Stamp Duty – unequal shares**

- 11.1** 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).

- 11.2 If the proportions recorded in the transfer of land 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.
- 11.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 11.4 This Special Condition will not merge on completion.

## 12. Consents

General Condition 5 is subject to the purchaser making a request of the vendor to obtain any necessary consents or licences required for this sale no less than 30 days prior to settlement.

## 13. Guarantee

If the Purchaser is a corporation (other than a corporation listed on the main board of the Australian Securities Exchange), each person who signs this contract on behalf of the Purchaser warrants that he or she is duly authorised to sign this contract on behalf of the purchaser and is personally liable for the due performance of the purchaser's obligations under this contract to the same extent as if that person had signed as purchaser and must ensure that all the directors and all the shareholders of the purchaser execute the Guarantee attached to this Contract and must deliver the executed Guarantee to the vendor's lawyer within 7 days of the day of sale, failing which the purchaser shall be deemed to be in default under this Contract and the vendor shall be entitled to exercise the rights conferred pursuant to the *Transfer of Land* 1958. This Special Condition does not limit the application of General Condition 19.

## 14. Nomination

- 14.1 The named purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 14.2 If the Purchaser nominates, such nomination can only occur if:
  - (a) the purchaser is not in default under this Contract; and
  - (b) notice is given at least 14 days prior to the settlement date; and
  - (c) the purchaser nominates a company, the directors must execute a Guarantee and Indemnity in the form attached to the Contract and provide the vendor's lawyers with an original executed Guarantee and Indemnity simultaneously with the provision of the nomination documents; and
  - (d) the purchaser nominates a trust, the primary beneficiaries of the trust and the directors of any corporate trustee must execute a Guarantee and Indemnity in the form attached to the Contract and provide the vendor's lawyers with an original executed Guarantee and Indemnity simultaneously with the provision of the nomination documents; and
  - (e) the nominee notifies the vendor's lawyers in writing of their residency status and nationality.
- 14.3 If security for the Deposit has been provided by way of bank guarantee, the purchaser must, at the purchaser's cost, if requested by the vendor's lawyers, provide a replacement bank guarantee issued in accordance with the vendor's lawyers requirements, within 14 days of being requested to do so. Failure to provide the replacement bank guarantee in accordance with this special condition will result in the nomination not being accepted by the vendor.

## 15. Interpretation

- 15.1 If the purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.
  - 15.2 Headings are for ease of reference only and do not form part of this Contract.
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## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# General Conditions

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

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### 4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### 5. CONSENTS

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

### 6. TRANSFER

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

### 7. RELEASE OF SECURITY INTEREST

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

- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDER WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 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) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

### 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. TIME

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

#### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. NOMINEE

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

#### 19. LIABILITY OF SIGNATORY

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

#### 20. GUARANTEE

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

#### 21. NOTICES

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

#### 22. INSPECTION

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

#### 23. TERMS CONTRACT

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### 24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### 25. BREACH

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

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

#### Default

#### 26. INTEREST

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

#### 27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

#### 28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
  - 28.2 The contract immediately ends if:
    - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
    - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
  - 28.3 If the contract ends by a default notice given by the purchaser:
    - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
    - (b) all those amounts are a charge on the land until payment; and
    - (c) the purchaser may also recover any loss otherwise recoverable.
  - 28.4 If the contract ends by a default notice given by the vendor:
    - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
    - (b) the vendor is entitled to possession of the property; and
    - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
      - (i) retain the property and sue for damages for breach of contract; or
      - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
    - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
    - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
  - 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

### GUARANTEE AND INDEMNITY

To: **Matthew James Madden** ("the vendor")

IN consideration of the vendor agreeing at the request of \_\_\_\_\_  
[insert name of director]

of \_\_\_\_\_  
[insert address of director]

and \_\_\_\_\_  
[insert name of director]

of \_\_\_\_\_  
[insert address of director]

("the guarantors") to enter into a Contract of Sale with the within named purchaser ("the purchaser") the guarantors DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the vendor the due and punctual payment by the purchaser to the vendor of all the purchase monies, interest and other monies payable by the purchaser to the vendor under or pursuant to the within Contract of Sale ("the monies hereby secured") and ALSO the due performance and observance by the purchaser of all and singular the covenants, provisions and stipulations contained or implied in the within named Contract of Sale and on the part of the purchaser to be performed and observed and DO HEREBY ACKNOWLEDGE that this guarantee is given upon and subject to and with the benefit of the following conditions:

1. The vendor shall have the fullest liberty, without affecting this guarantee, to postpone for any time and from time to time and to exercise all or any of the powers, rights, authorities and discretions conferred by the within Contract of Sale and to exercise the same at any time and in any manner and either to enforce or forebear to enforce the agreements for payments by the purchaser of the monies hereby secured or any other remedies or securities available to the vendor and the guarantors shall not be released by any exercise by the vendor of his liberty with reference to the matters aforesaid or any of them or by any time being given to the purchaser or by any other thing whatsoever which, under the law relating to sureties would, but for this provision, have the effect of so releasing the guarantors.
2. This guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.
3. This guarantee shall bind the respective successors of the guarantors and shall not be determined by the death of either of the guarantors and shall bind their respective legal personal representatives.
4. This guarantee shall not be affected or prejudiced by any variation or modification of the terms of the within Contract of Sale.
5. This guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the vendor or by any loss by the vendor of any such collateral or other security or by the vendor failing or neglecting to recover by the realisation of any collateral or other security or otherwise any of the monies at any time owing by the purchaser to the vendor or by any laches or mistakes on the part of the vendor.
6. Until the vendor shall have received all monies hereby secured, neither of the guarantors shall be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of the winding up of the purchaser and in the event of the purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed of arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs, then neither of the guarantors shall be entitled to prove or claim in the liquidation of the purchaser in competition with the vendor so as to diminish any dividend or payment which, but for such proof, the vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the vendor may receive from such winding up shall not prejudice the right of the vendor to recover from the guarantors, to the full amount of this guarantee, the monies hereby secured.
7. Any demand or notice to be made upon the guarantors or any of them, by or on behalf of the vendor, shall be deemed to be duly made if the same be in writing and signed by the vendor or by any of the principals for the time being of MSL Lawyers of Suite 3.01, 17 Yarra Street, Abbotsford, Victoria or by any other person duly authorised by the vendor to make such a demand on behalf of the vendor and the same may be left at or sent through the post in a prepaid letter addressed to the guarantors concerned at their address last known to the vendor. Any such demand or notice sent by post shall be deemed to have been duly delivered or served at the expiration of 48 hours from the time of its posting, notwithstanding that it may subsequently be returned through the post office unclaimed.

- 8. This guarantee shall enure for the benefit of the vendor and its successors and transferees.
- 9. For the consideration aforesaid and as a separate severable and additional covenant, the guarantors HEREBY JOINTLY AND SEVERALLY AGREE to indemnify and at all times hereafter to keep indemnified the vendor from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties, taxes or other outgoings of whatever nature which the vendor may incur by reason of any default on the part of the purchaser in relation to the within Contract of Sale.
- 10. If any payment made to the vendor by or on behalf of the purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this guarantee or the vendor's rights to recover such payment from the guarantors pursuant hereto, with the intent that the vendor shall, with respect to its right to recover pursuant to this guarantee the monies hereby secured, be restored to the same position in which it would have been had such payment not been made.

Date: 2025

**Signed, sealed and delivered** by the said )

\_\_\_\_\_  
[insert name]  
in Victoria in the presence of: )

\_\_\_\_\_  
Signature of guarantor

Witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

**Signed, sealed and delivered** by the said )

\_\_\_\_\_  
[insert name]  
in Victoria in the presence of: )

\_\_\_\_\_  
Signature of guarantor

Witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_



# VENDOR STATEMENT

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

<b>Land</b>	<b>Unit 5, 348 Clarke Street, Northcote 3070</b>
-------------	--

<b>Vendor's Name</b>	<b>Matthew James Madden</b>	<b>Date</b> /    /
<b>Vendor's Signature</b>	Signed by:  BD36E7B50A284CB...	
		8/2/2025

<b>Purchaser's Name</b>		<b>Date</b> /    /
<b>Purchaser's Signature</b>		_____ <b>Authority of signatory</b>
<b>Purchaser's Name</b>		<b>Date</b> /    /
<b>Purchaser's Signature</b>		_____ <b>Authority of signatory</b>

## 1. FINANCIAL MATTERS

- 1.1 **Particulars of any rates, taxes, charges or other similar outgoings** (and any interest on them) are as contained in the enclosed certificates.

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge (other than the GST payable in accordance with the Contract) which are not included in Item 1.1 above.

- 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:  
**Not applicable.**

- 1.3 **Terms Contract**

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

**Not applicable.**

- 1.4 **Sale Subject to a Mortgage**

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

**Not applicable.**

- 1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is as follows:

**as set out in the attached Property Clearance Certificate.**

(b) Is the land tax reform scheme land within the meaning of the CIPT Act? **No.**

(c) If the land is tax reform scheme land within the meaning of the CIPT Act, then the entry date within the meaning of the CIPT Act is as follows:

**Not applicable.**

## 2. INSURANCE

- 2.1 **Damage and Destruction**

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

**Not applicable.**

- 2.2 **Owner Builder**

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

**Not applicable.**

## 3. LAND USE

- 3.1 **Easements, Covenants and Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached copy title documents and are as follows:

Sewers/drains/water pipes/electrical and telephone services (if any) as may be laid outside registered easements.

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto.

The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract; otherwise the purchaser accepts the location of all buildings and shall not make any claims in relation thereto.

If any part of the property sold is affected by an Owners Corporation the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or the Subdivision Act 1989 and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

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

**None as far as the vendor is aware.**

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

If the land is in an area designated as a bushfire prone area under section 192A of the *Building Act* 1993, a statement that the land is in such an area is attached, if the square box is marked with an "X"

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by law-contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendor's title and the purchaser shall not make any requisition or objection, nor be entitled to any compensation from the vendor in respect thereof.

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

**None that the vendor is aware.**

**4.2 Agricultural Chemicals**

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

**None that the vendor is aware.**

**4.3 Compulsory Acquisition**

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

**None that the vendor is aware.**

**The vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.**

**5. BUILDING PERMITS**

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

**Not applicable.**

The purchaser acknowledges that he has purchased the property as a result of his own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendor’s title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

**6. OWNERS CORPORATION**

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

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

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

**7.1 Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

**Not applicable.**

**7.2 GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

**Not applicable.**

**8. SERVICES**

The services which are marked with an “X” in the accompanying square are NOT connected to the land.

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

The purchaser acknowledges that it is the purchaser’s responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require. Unless the purchaser contacts the supply authority and takes over the existing service, a final reading will be obtained and the services disconnected on the settlement date. It is the purchaser’s responsibility to pay all costs of and incidental to the connection or reconnection of the services. Some services may also be available from more than one supplier.

**9. TITLE**

Attached are copies of the following documents:

**Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered subdivision**

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

**Not applicable.**

**10.2 Staged subdivision**

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

**Not applicable.**

**10.3 Further Plan of Subdivision**

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

**Not applicable.**

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

**Not applicable.**

**12. DUE DILIGENCE CHECKLIST**

Due Diligence Checklist issued by Consumer Affairs Victoria attached.

**13. SWIMMING POOLS AND SMOKE ALARMS**

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 Building regulations 1994 and in particular Regulations 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. Further, the purchaser should note that all dwellings and units are required to be fitted with self within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

**14. ATTACHMENTS**

[List any other attachments to be included in the section 32 here]

**City of Darebin Land Information Certificate**

**Yarra Valley Water Information Statement**

**Land Tax Certificate**

**Owners Corporation Certificate**

**Planning Certificate**

# Due Diligence Checklist

## What you need to know before buying a residential property

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

### **Urban living**

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

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

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

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

### **Growth areas**

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

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

### **Flood and fire risk**

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

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

### **Rural properties**

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

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

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

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

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

### **Soil and groundwater contamination**

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

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

### **Land boundaries**

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

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

### **Planning controls**

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

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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



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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 11570 FOLIO 927

Security no : 124121603871H  
Produced 30/01/2025 12:08 PM

**LAND DESCRIPTION**

Lot 5 on Plan of Subdivision 713343T.  
PARENT TITLES :  
Volume 03728 Folio 412      Volume 03790 Folio 825  
Created by instrument PS713343T 18/05/2015

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MATTHEW JAMES MADDEN of 24 ALBANY CRESCENT SURREY HILLS VIC 3127  
AM143198A 31/08/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW179096U 19/10/2022  
NATIONAL AUSTRALIA BANK LTD

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

**DIAGRAM LOCATION**

SEE PS713343T 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 5 348 CLARKE STREET NORTHCOTE VIC 3070

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 19/10/2022

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS713343T



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

Page 2 of 2

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DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS713343T</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>30/01/2025 12:08</b>

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<b>PLAN OF SUBDIVISION</b>	STAGE NO. <hr/>	LRS USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 713343T</b>
----------------------------	--------------------	----------------------------------	----------------------------------

**LOCATION OF LAND**

Parish: JIKA JIKA  
 Township:  
 Section:  
 Crown Allotment:  
 Crown Portion: 95 (PART)

Title References VOL 3728 FOL 412  
 VOL 3790 FOL 825

Last Plan Reference:  
 Postal Address: 348-350 CLARKE STREET  
 NORTHCOTE 3070

MGA Co-ordinates E 324770 Zone 55  
 (Of approx centre of land in this plan) N 5816930

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: DAREBIN REF:  
**THIS IS A SPEAR PLAN**

**VESTING OF ROADS AND/OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

**NOTATIONS**

STAGING: THIS ~~IS~~ IS NOT A STAGED SUBDIVISION  
 PLANNING PERMIT No.

DEPTH LIMITATION: DOES NOT APPLY

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1 TO 15.  
 LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATION. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
 MEDIAN: BOUNDARIES MARKED 'M'  
 EXTERIOR FACE: ALL OTHER BOUNDARIES

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR, CEILING, DOOR, WINDOW, BALUSTRADE, ROOF (OR OTHER) IS CONTAINED IN THAT PARCEL.

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY  
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(S).  
 IN PROCLAIMED SURVEY AREA No.

**EASEMENT INFORMATION**

**LEGEND:** E - Encumbering Easement, Condition of an Easement or other Encumbrance  
 A - Appurtenant Easement R - Encumbering Easement (Road)

IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of

LRS USE ONLY

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED

DATE: 29 / 04 / 2015

LRS USE ONLY

PLAN REGISTERED  
 TIME 3:11pm  
 DATE: 18 / 05 / 2015

M. Curtis  
 Assistant registrar of Titles.

Sheet 1 of 7 Sheets

**NEIL A WEBSTER & ASSOCIATES**  
 662 MAIN ROAD ELTHAM 3095  
 PHONE (03) 9439 4222 FAX (03) 9439 5288

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE DIGITALLY SIGNED

REF. 13975 VERSION 05

DATE 27/09/2012

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



**PLAN OF SUBDIVISION**

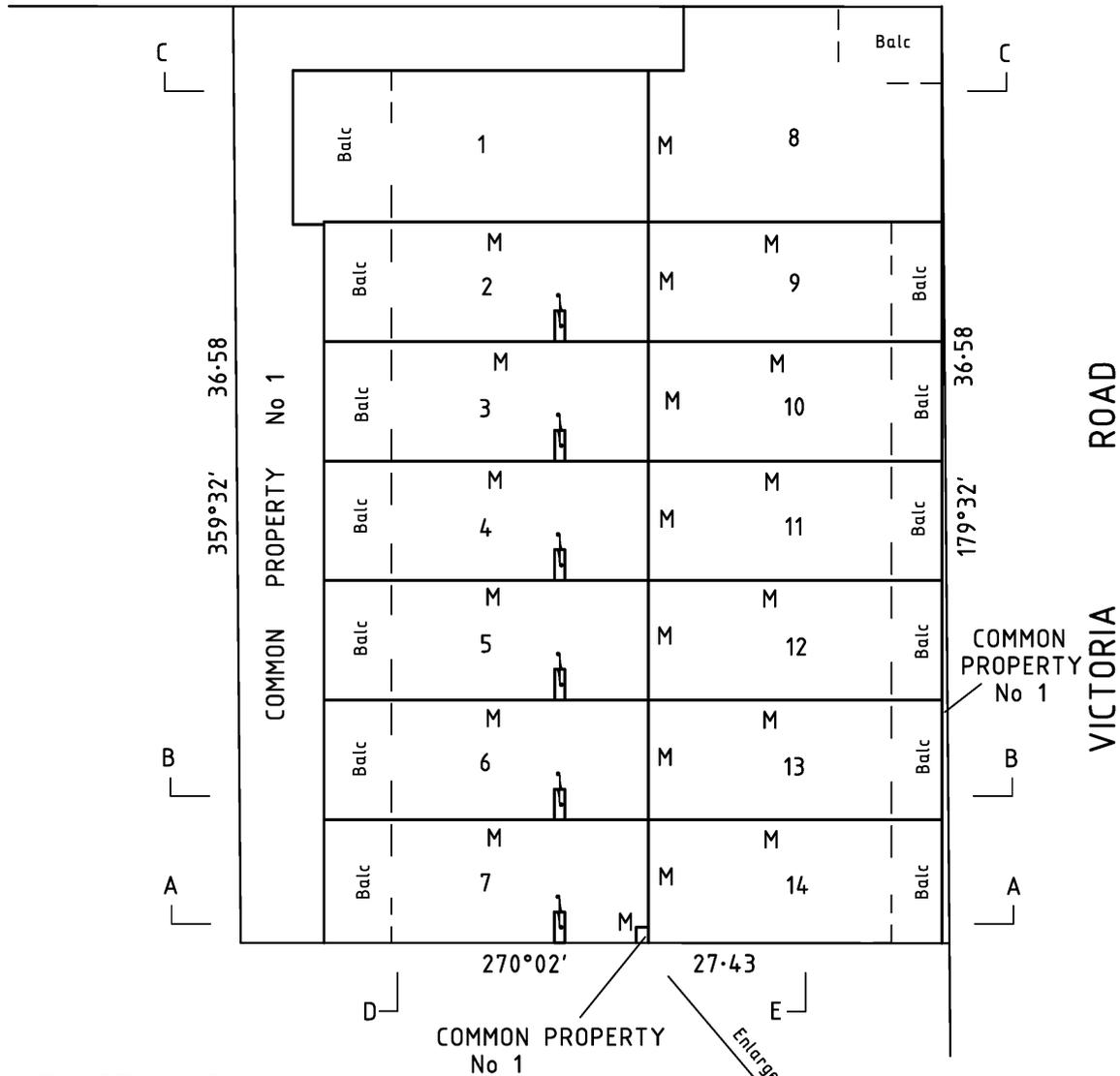
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Plan Number

**PS 713343T**

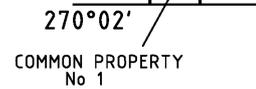
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90°02' 27.43



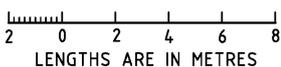
**DIAGRAM 2**  
1ST STOREY

**NEIL A WEBSTER & ASSOCIATES**  
662 MAIN ROAD ELTHAM 3095  
PHONE (03) 9439 4222 FAX (03) 9439 5288



SHEET 3

SCALE 1:200



ORIGINAL

SCALE SHEET SIZE  
1:200 A3

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REF. 13975

VERSION 05

DATE / /  
COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

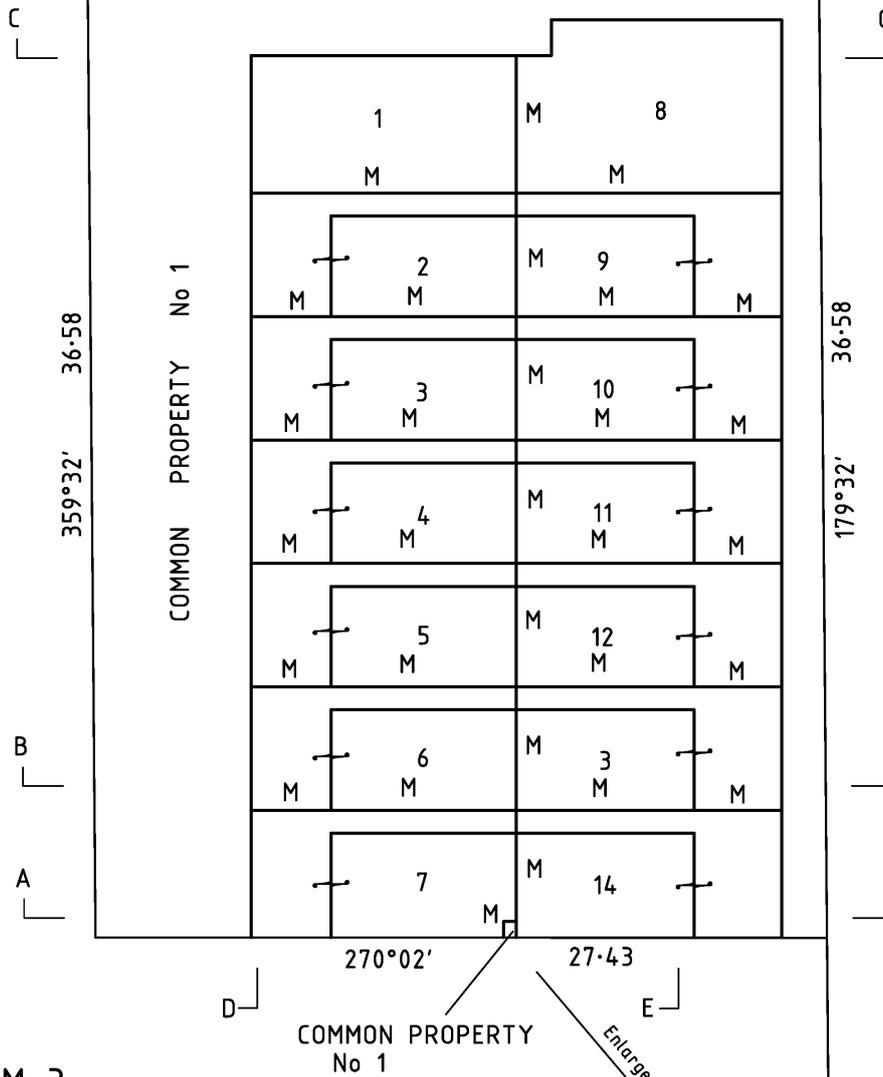
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Plan Number

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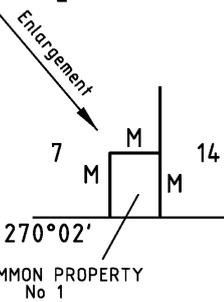
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D E  
90°02' 27.43



**VICTORIA ROAD**

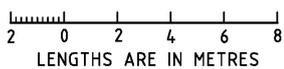
**DIAGRAM 3**  
TOPMOST STOREY



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SHEET 4

SCALE 1:200



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SCALE SHEET SIZE  
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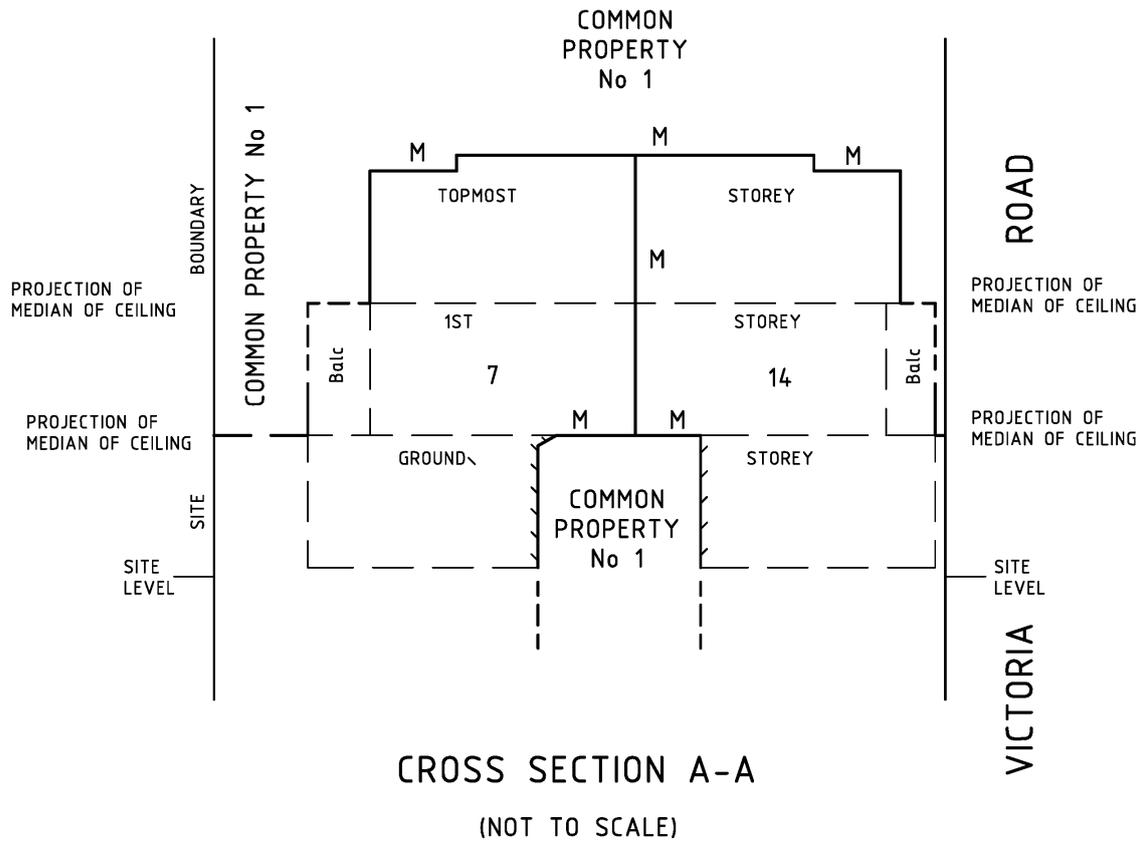
DATE / /  
COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 713343T**

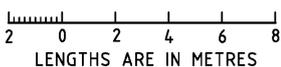


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SHEET 5

SCALE 1:200



ORIGINAL

SCALE 1:200  
SHEET SIZE A3

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REF. 13975

VERSION 05

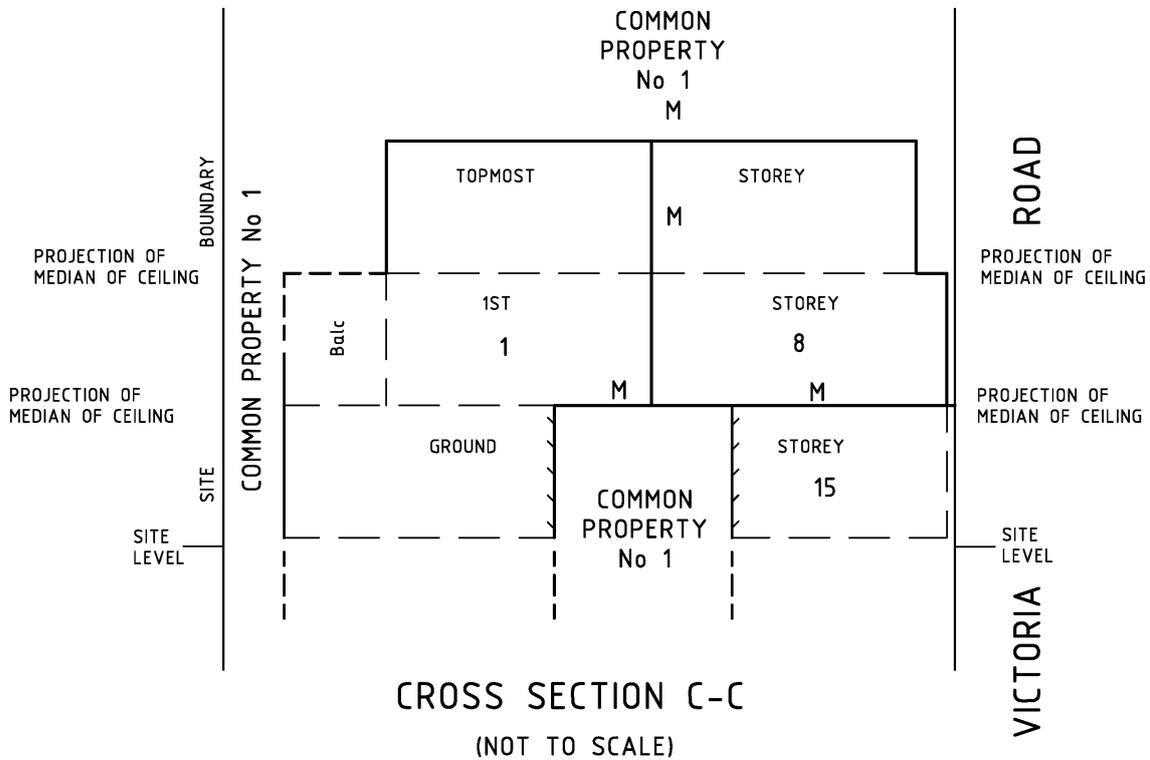
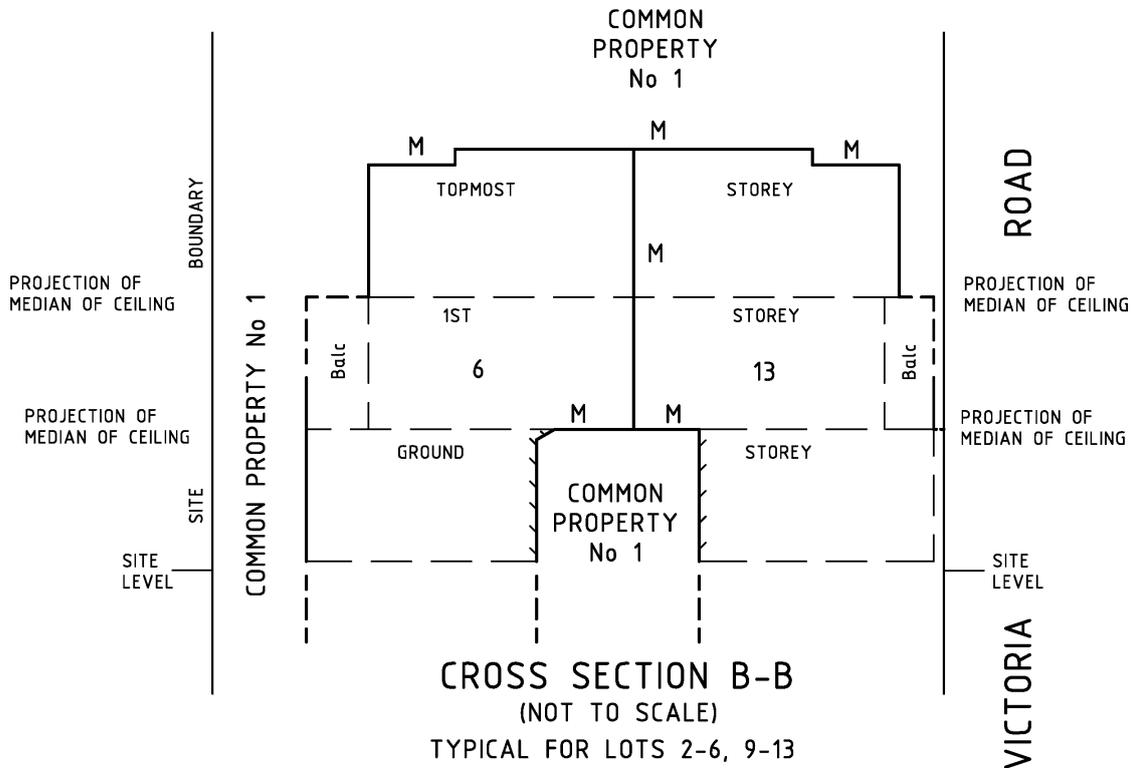
DATE / /  
COUNCIL DELEGATE SIGNATURE

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 713343T**

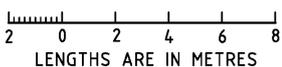


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SHEET 6

SCALE 1:200



ORIGINAL

SCALE 1:200 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE \_\_\_\_\_  
REF. 13975

VERSION 05

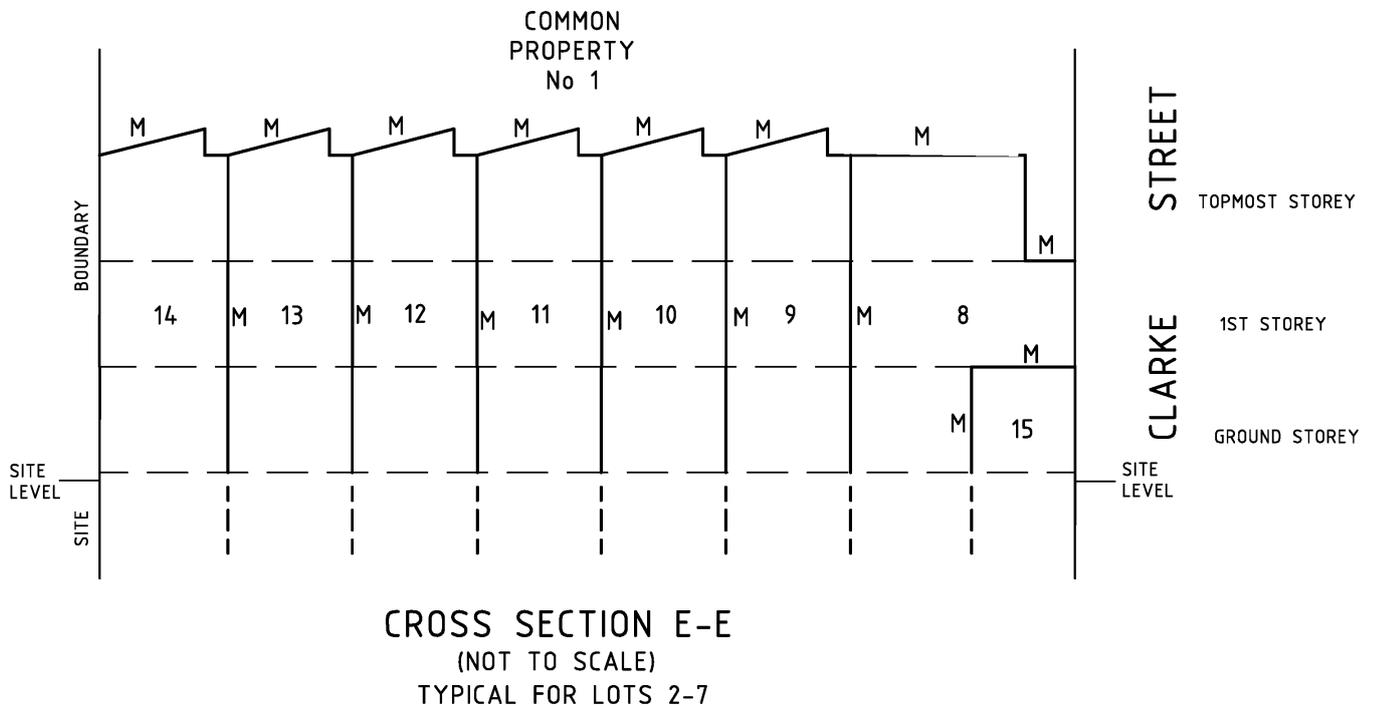
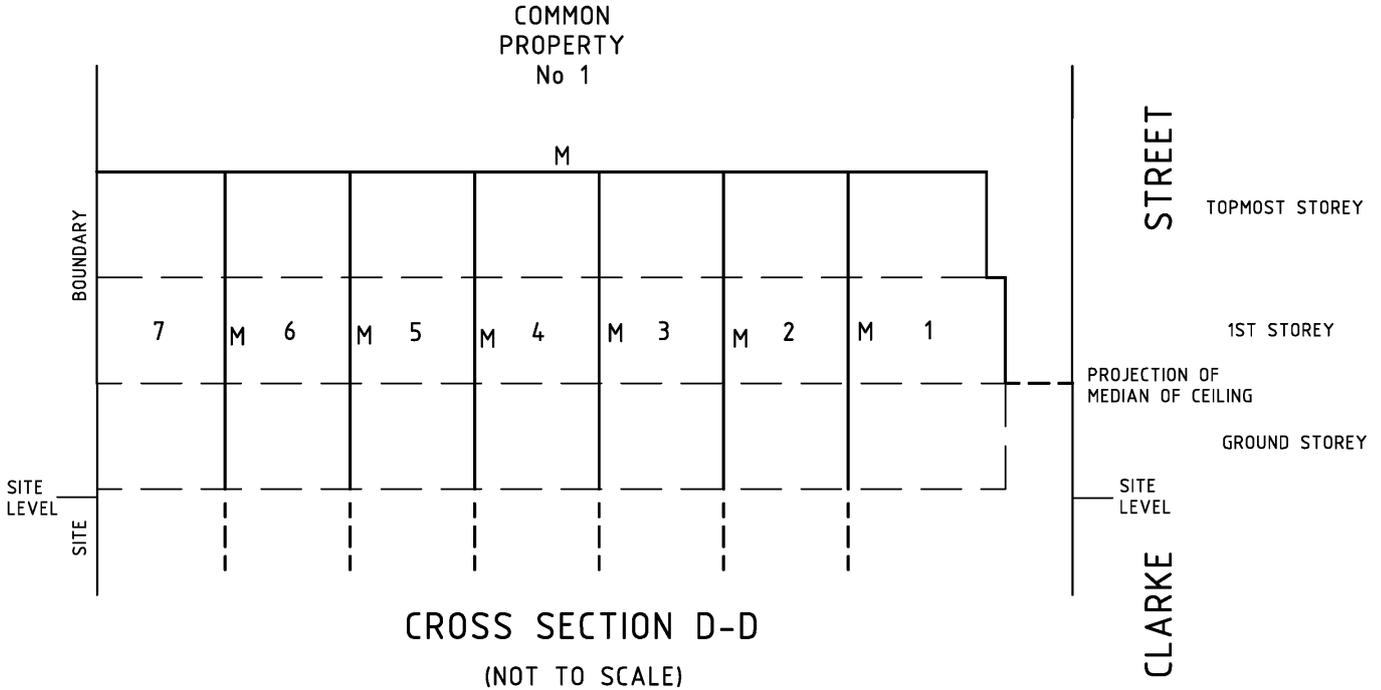
DATE / /  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 713343T**

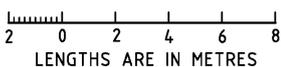


**NEIL A WEBSTER & ASSOCIATES**

662 MAIN ROAD ELTHAM 3095  
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 7

SCALE 1:200



ORIGINAL

SCALE 1:200  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE \_\_\_\_\_  
REF. 13975

VERSION 05

DATE / /  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

**Plan of Subdivision PS713343T**  
**Concurrent Certification and Statement of Compliance**  
**(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054520B

Plan Number: PS713343T

Responsible Authority Name: Darebin City Council

Responsible Authority Permit Ref. No.: D/656/2014

Responsible Authority Certification Ref. No.: SUB/140/2014

Surveyor's Plan Version: 05

**Certification**

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

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

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

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Jennifer Roche

Organisation: Darebin City Council

Date: 23/04/2015



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 30/01/2025 12:08:06 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS713343T**

The land in PS713343T is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 15.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

SECURE STRATA 6 ROCKBROOK ROAD ST KILDA EAST VIC 3183

AW429406R 10/01/2023

### 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:

1. AM003191Y 02/07/2015

### Additional Owners Corporation Information:

OC026061J 18/05/2015

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	14	14
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 30/01/2025 12:08:06 PM

**OWNERS CORPORATION 1  
PLAN NO. PS713343T**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	12	12
Lot 8	13	13
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	8	8
<b>Total</b>	<b>157.00</b>	<b>157.00</b>

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.

Revenue Services  
 274 Gower Street, Preston Victoria 3072  
 Postal Address:  
 PO Box 91, Preston Victoria 3072



**Certificate Number: 4115/2024**  
**Darebin Reference Number: 76183.3**

Landata Counter Services  
 GPO BOX 527  
 MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE  
 SECTION 229 LOCAL GOVERNMENT ACT 1989**

<b>Date of Issue</b>	30-Jan-2025
<b>Assessment Number</b>	<b>76183.3</b>
<b>Applicant Reference</b>	75676223-018-5:110816
<b>Certificate Number</b>	4115/2024
<b>Property Location</b>	5/348 Clarke Street NORTHCOTE VIC 3070
<b>Property Description</b>	CT-11570/927 LOT 5 PS 713343T AVPCC 121 - Conjoined Unit/Townhouse

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

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

**The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.**

Site Value	\$195,000
<b>Capital Improved Value</b>	<b>\$800,000</b>
Net Annual Value	\$40,000

Revenue Services  
 274 Gower Street, Preston Victoria 3072  
 Postal Address:  
 PO Box 91, Preston Victoria 3072



**Certificate Number: 4115/2024**  
**Darebin Reference Number: 76183.3**

**Rates and charges levied for the period 01/07/2024 - 30/06/2025**

*Council uses Capital Improved Value for rating purposes at the following rate in the \$:*

Residential	<b>0.00174674</b>	Residential Vacant Land	<b>0.00524022</b>
Business	<b>0.00305680</b>	Business Vacant Land	<b>0.00698696</b>
Vacant Retail Land	<b>0.00698696</b>	Mixed Use Land	<b>0.00244544</b>

<b>Arrears to 30-Jun-2024</b>	\$0.00
<b>Arrears of Legal Fees</b>	\$0.00
<b>General Rates</b>	\$1,397.40
<b>Fire Service Property Levy</b>	\$201.60
<b>Environmental Charge</b>	\$44.95
<b>Interest on Current Rates to Date</b>	\$0.00
<b>Interest on Arrears to Date</b>	\$0.00
<b>Legal Costs</b>	\$0.00
<b>Lees State Government Pension Rebate</b>	\$0.00
<b>Less Council Concession</b>	\$0.00
<b>Less FSPL Rebate</b>	\$0.00
<b>Less Payments</b>	-\$823.95
<b>Rates and Charges due:</b>	\$820.00
<b>Special Rates and Charges due:</b>	\$0.00
<b>Total due for property: 5/348 Clarke Street NORTHCOTE VIC 3070</b>	<b>\$820.00</b>

**Pay settlements by:**

- BPAY quoting Biller Code: **7831** and reference number **0761833**  
**To pay \$820.00**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 761833 to pay \$820.00**

**To obtain a Land Information Certificate update please telephone 03 8470 8880 or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au) with your certificate number and the property address.**

Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 4115/2024**  
**Darebin Reference Number: 76183.3**

### **General Information**

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au) to view a copy of Council's Policy.

**DISCLAIMER:** Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

**Vendor Conveyancer note:** If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 4115/2024**  
**Darebin Reference Number: 76183.3**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

**Please note that this property has a private waste collection and no Council bins will be issued.**

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

Yvonne Condello  
**REVENUE SERVICES COORDINATOR**



YARRA VALLEY WATER  
 ABN 93 066 902 501

Lucknow Street  
 Mitcham Victoria 3132

Private Bag 1  
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

30th January 2025

MSL Lawyers C/- LANDATA  
 LANDATA

Dear MSL Lawyers C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	5/348 CLARKE STREET NORTHCOTE 3070
<b>Applicant</b>	MSL Lawyers C/- LANDATA LANDATA
<b>Information Statement</b>	30914537
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	243745 5,348 Clarke Street

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
 GENERAL MANAGER  
 RETAIL SERVICES



YARRA VALLEY WATER  
 ABN 93 066 902 501

Lucknow Street  
 Mitcham Victoria 3132

Private Bag 1  
 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	5/348 CLARKE STREET NORTHCOTE 3070
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

## **Melbourne Water Property Information Statement**

Property Address	5/348 CLARKE STREET NORTHCOTE 3070
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

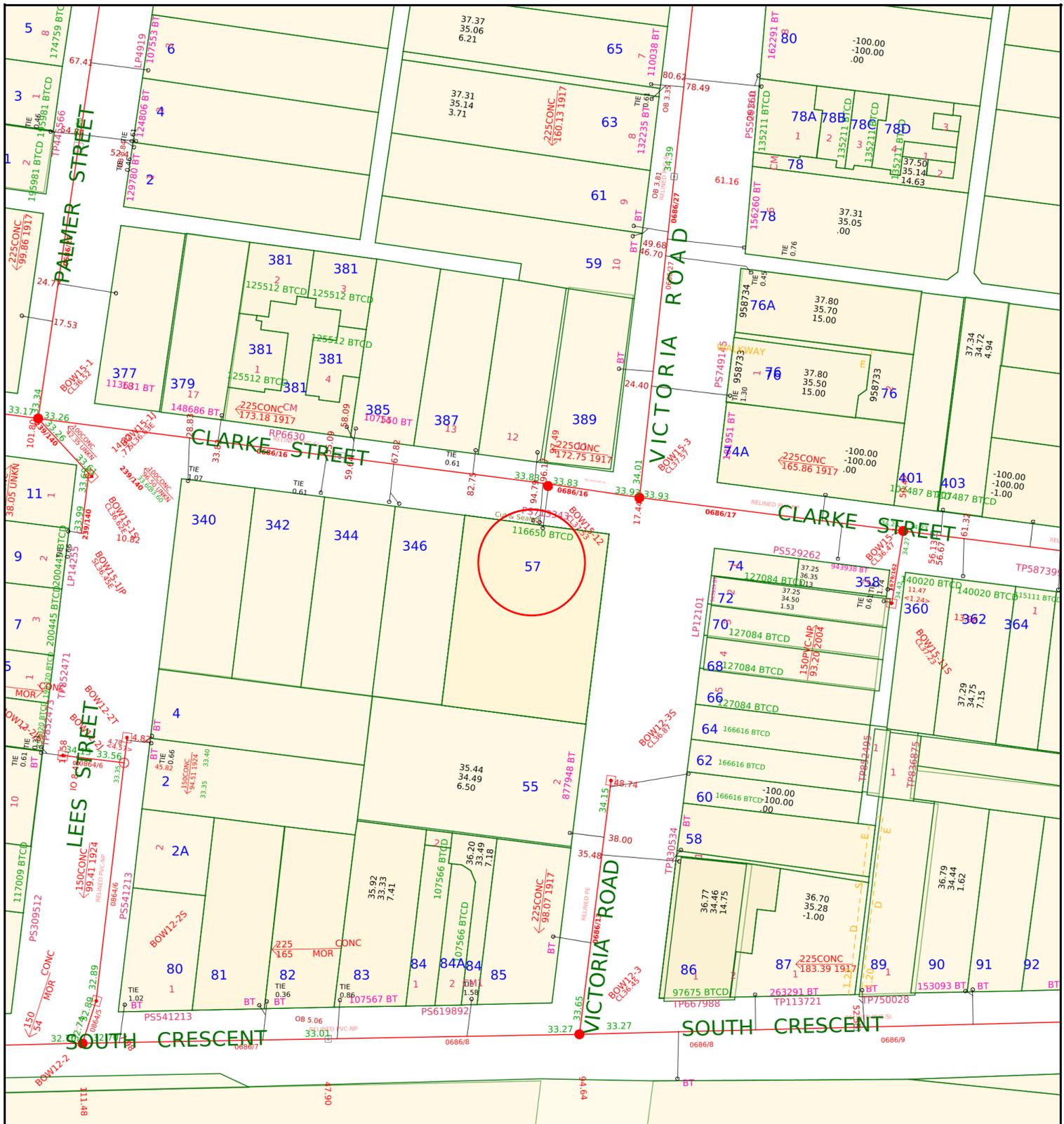
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30914537**

<b>Address</b>	5/348 CLARKE STREET NORTHCOTE 3070
<b>Date</b>	30/01/2025
<b>Scale</b>	1:1000



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

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



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

MSL Lawyers C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

**RATES CERTIFICATE**

**Account No:** 1181681642  
**Rate Certificate No:** 30914537

**Date of Issue:** 30/01/2025  
**Your Ref:** 243745 5,348 Clarke Street

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/348 CLARKE ST, NORTHCOTE VIC 3070	5PS713343	5067171	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Residential Water and Sewer Usage Charge		\$0.00	\$0.00

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$188.91

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

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Mitcham Victoria 3132

Private Bag 1  
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E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

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

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

---

**Property No:** 5067171

**Address:** UNIT 5/348 CLARKE ST, NORTHCOTE VIC 3070

**Water Information Statement Number:** 30914537

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 11816816428

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



MSL LAWYERS

<b>Your Reference:</b>	LD:75676223-014-7.243745 5,
<b>Certificate No:</b>	82458223
<b>Issue Date:</b>	30 JAN 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 5, 348 CLARKE STREET NORTHCOTE VIC 3070

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42101292	5	713343	11570	927	\$1,218.75

**Vendor:** MATTHEW MADDEN**Purchaser:** SALE

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MATTHEW JAMES MADDEN	2025	\$195,000	\$975.00	\$975.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR MATTHEW JAMES MADDEN	2024	\$975.00	\$0.00	\$243.75

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$800,000
-------------------------------	-----------

SITE VALUE (SV):	\$195,000
------------------	-----------

<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,218.75</b>
---	-------------------

# Notes to Certificate - Land Tax

**Certificate No:** 82458223

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. 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.

**Apportioning or passing on land tax to a purchaser**

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

7. 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.
8. 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 = \$975.00

Taxable Value = \$195,000

Calculated as \$975 plus ( \$195,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,000.00

Taxable Value = \$800,000

Calculated as \$800,000 multiplied by 1.000%.

**Land Tax - Payment Options**

**BPAY**



Biller Code: 5249  
Ref: 82458223

**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](http://www.bpay.com.au)

**CARD**



Ref: 82458223

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



MSL LAWYERS

<b>Your Reference:</b>	LD:75676223-014-7.243745 5,348
<b>Certificate No:</b>	82458223
<b>Issue Date:</b>	30 JAN 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** UNIT 5, 348 CLARKE STREET NORTHCOTE VIC 3070

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42101292	5	713343	11570	927	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$800,000
<b>SITE VALUE:</b>	\$195,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 82458223

## Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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.

must be given to the Commissioner within 30 days of the change of use.

## Amount shown on Certificate

- The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Commercial and industrial property tax is a first charge on land

- Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

## Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
- The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Information for the purchaser

- Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

- A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

- Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
- A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- 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.

## Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
- A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

- Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

# Property Clearance Certificate

## Windfall Gains Tax



MSL LAWYERS

<b>Your</b>	LD:75676223-014-7.243745
<b>Reference:</b>	5,348
<b>Certificate No:</b>	82458223
<b>Issue Date:</b>	30 JAN 2025

**Land Address:** UNIT 5, 348 CLARKE STREET NORTHCOTE VIC 3070

Lot	Plan	Volume	Folio
5	713343	11570	927

**Vendor:** MATTHEW MADDEN

**Purchaser:** SALE

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 82458223

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 82458225</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 82458225</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# OWNERS CORPORATION CERTIFICATE

*Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018*

**As at 6th February 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS713343T

Address of Plan: 348-350 Clarke Street Northcote 3070

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: 6 Rockbrook Road St Kilda East Victoria 3183

## 2. CERTIFICATE DETAILS

Vendor: Matthew Madden

Postal Address for Lot 5: 24 Albany Crescent Surrey Hills VIC 3127

Purchaser:

Person requesting Certificate: Loula Haramis C/o MSL Lawyers

Reference:

Address:

Fax:

E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 5

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5 are **3,652.19 per annum** commencing on 1 June 2024. Levies for this plan are raised over **2 periods**

Period	Cost Centre	Amount	Due Date	Status
01/06/24 to 30/11/24	Gas Bill	245.75	01/06/24	Paid
01/06/24 to 30/11/24		1,504.59	01/06/24	Paid
01/12/24 to 31/05/25	Gas Bill	275.54	01/12/24	Paid
01/12/24 to 31/05/25		1,626.31	01/12/24	Paid

### Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 5.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 6th February 2025

For Plan No. PS713343T - Lot 5

## 4. CURRENT LEVY POSITION FOR LOT 5

Fund	Balance	Paid To
Administrative	0.00	31 May 2025
Maintenance Fund	0.00	
<b>BALANCE</b>	<b>0.00</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 5 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 6 February 2025:

Account / Fund	Amount
Administrative Fund	49,758.72
Maintenance Fund	0.00
<b>TOTAL FUNDS HELD AS AT 6 FEBRUARY 2025</b>	<b>\$49,758.72</b>

## 8. INSURANCE

The owners corporation currently has the following insurance cover in place:

**Policy**

Policy No.	HU0006125852
Expiry Date	30-April-2025
Insurance Company	CHU Underwriting Agencies P/L
Broker	Honan Insurance Brokers
Premium	17669.41

**Cover Type**

**Amount of Cover**

Common Area Contents	\$76,512
Damage (i.e. Building) Policy	\$7,651,209
Fidelity Guarantee Insurance	\$250,000
Flood	Included
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss Of Rent/Temporary Accomodation	\$1,147,681
Lot Owner's Fixtures and Improvements	\$250,000
Office Bearers Liability Insurance	\$5,000,000
Personal Accident/Voluntary Workers	\$2,000/\$200,000
Property, Death and Injury (Public Liability)	\$30,000,000

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 6th February 2025

For Plan No. PS713343T - Lot 5

### 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

### 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

### 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

### 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
04/04/2016	Marchello Cheruli/Michael Brennan, Fire Equipment	Occupiers	Current	Maintenance of Essential Fire Safety Measures
22/05/2018	Caretakers Property Services	Occupiers	Current	Monthly Caretaking Services
09/10/2018	BinBoy	Occupiers	Current	Waste Management Services
01/01/2020	Eastlink Air	Occupiers	Current	Mechanical Ventilation & Carbon Monoxide Inspections
01/01/2020	Origin Energy	Occupiers	Current	Gas Provider
01/01/2020	Yarra Valley Water	Occupiers	Current	Water Provider
03/12/2021	Secure Strata	Lot Owners	Current	OC Management- Ongoing
08/03/2022	1st Energy	Occupiers	Current	Electricity Provider

### 13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

### 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

### 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is aware of an application or a proposal for the appointment of an administrator as follows:

No Administrator Appointed

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 6th February 2025

For Plan No. PS713343T - Lot 5

### 16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Secure Strata  
ABN / ACN: 25654428001  
Address of Manager: 6 Rockbrook Road St Kilda East Victoria 3183  
Telephone: 0424 849 355  
Facsimile:  
E-mail Address: [admin@securestrata.com.au](mailto:admin@securestrata.com.au)

### 17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

The owners' corporation is considering some maintenance projects including upgrading the intercoms and repainting and repairing the façade. Special levies may be needed to fund these projects.

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### SIGNING



Registered Manager

Full name: Silvia Goldwasser  
Company: Secure Strata  
Address of registered office: 6 Rockbrook Road St Kilda East  
Victoria 3183

06/02/2025

Date

**Owners Corporation PS713343T**  
**348-350 Clarke St (& 57 Victoria Rd), Northcote, 3070**

**MEETING DETAILS:**

**DATE:** Thursday, 08 August 2024  
**TIME:** 4:00PM  
**VENUE:** Zoom Video Conferencing

**PRESENT:**

Unit 1 Peter Wolski  
Unit 1/57 Isabelle Fennessy  
Unit 2 Nicholas Wilson  
Unit 5/57 Clodagh Hussein and Giacomo Bell  
Unit 6 Kevin Troy  
Unit 7 Brigid Monagle  
Unit 8/57 Connie Lui and Teddy Lui/Luis Pty Ltd  
Unit 9 Fraser Drummond and Julia O'Brien

Silvia Goldwasser (Secure Strata)

**PROXIES:**

**Online Vote:** Unit 4/57 Lisa Gatt

**CHAIRPERSON**

It was agreed that Silvia Goldwasser from Secure Strata would chair the meeting.

**QUORUM**

There were 9 out of 15 owners present or represented (including proxies) at the meeting, therefore a quorum (50%) was achieved, hence all resolutions will be passed immediately.

**MINUTES OF PREVIOUS MEETING**

The Minutes of the previous Annual General Meeting held on 26 June, 2023 were confirmed and accepted as a true and accurate record.

**FINANCIAL STATEMENTS FOR YEAR ENDING 31/05/2024**

It was resolved to approve the Annual Financial Statement for the year ending 31/05/2024.

**BUDGET**

The proposed owners' corporation budget **\$51,155** admin (general) budget and **\$7,000** for gas was accepted with a total of \$50,002 levies to be raised.

**RECURRING MAINTENANCE**

<u>MAINTENANCE</u>	<u>TIMING</u>	<u>CONTRACTOR</u>
External Window Cleaning	Twice annually	
Gutter Cleaning	Annually	Flash
Garage Servicing	Annually	LA Bayside

### **INTERIM LEVY**

An interim levy applies to the first billing period of the following financial year. The subsequent levy is then adjusted to reflect the agreed annual budget.

### **PENALTY INTEREST**

The Owners Corporation resolved to charge penalty interest on overdue fees and levies, with the current maximum rate being set by the Magistrate's Court of Victoria. The rate of interest charged is set under the Penalty Interest Rates Act 1983 which is currently 10% and applies after the 14 days grace period.

### **COST/DEBT RECOVERY/ LEGAL PROCEEDINGS**

The Owners Corporation authorise Secure Strata to engage a lawyer or debt collector to send a letter of demand to any lot owner who has failed to pay their Owners Corporation Fees in accordance with the Final Fee Notice and suitable follow-up.

The Owners Corporation resolved that any lot owner who fails to pay their Final Fee Notice and in respect to whom a debt recovery letter has been sent, shall reimburse the Owners Corporation for all administrative, legal and other charges relating to the debt recovery letter and any subsequent VCAT and/or Court proceeding including but not limited to the cost of enforcement of any such orders obtained.

### **COMMITTEE AND INSTRUMENT OF DELEGATION**

Resolve to renew the Instrument of Delegation to the committee and OC Manager (Secure Strata) in accordance with Section 11 of the Owners Corporation Act 2006 delegating all powers and functions capable of being delegated. Note: Powers and Functions that require a unanimous or special resolution, a resolution at a General Meeting or the appointment or termination of a manager were not delegated to the committee.

The Instrument of Delegation to the committee and OC Manager (Secure Strata) will also allow their discretion to be used in approving payment plans and waiving penalty fees for owners who have submitted an application due to financial hardship.

The instrument of delegation to the committee is for up to \$5000.  
The instrument of delegation to the manager is for up to \$2000.

Should any disputes arise the OC committee will act as the grievance committee.

Secure Strata will act as the Secretary of the Owners Corporation.

The following owners were re-elected onto the committee:

Peter Wolski (Lot 1)  
Nick (Nicholas) Wilson (Lot 2)  
Isabelle Fennessy (Lot 14)

### **INSURANCE AND INSURANCE VALUATION REVIEWS**

To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Section 59 of the Owners Corporation Act 2006, owners have agreed to provide Property Professionals rights to renew the insurance policies annually based on the recommendation provided by the insurance Broker unless instruction to proceed with an alternate is provided by owners.

- Owners are reminded to take out their own Contents/Landlords insurance to ensure coverage on items that are not included in the strata policy.
- OC Manager is to proceed with a building valuation every 5 years as prescribed.
- OC Manager to obtain renewal quotes based on the valuation recommended sum insured.

## **BENEFITS PRINCIPLE**

The OC resolves to apply the Benefits Principle to Lot related repairs costs where the associated Lot owner benefit can be reasonably determined. Please note this also applies to insurance claim excess.

## **SMOKE ALARM AND GAS APPLIANCES CERTIFICATION**

Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced as necessary. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Similarly, owners are reminded the recent Tenancy Act changes now enforce 2 yearly testing for gas and electrical installations.

## **ESSENTIAL SERVICES**

It was resolved that the manager arrange for an essential safety measures and repairs to be conducted on behalf of the Owners Corporation and to arrange for the regular servicing of all essential fire and safety services in accordance with relevant statutory laws.

## **OWNER / MANAGING AGENT CONTACT INFORMATION**

Owners are requested keep the Owners Corporation Manager updated and informed in writing of any changes to mailing address for the service of notices and levies. We also request that where managing agents have been appointed, you please keep us updated on contact changes.

- Owners need to ensure that new tenants are provided and familiar with property OC rules.

## **DISPUTE RESOLUTION**

The Owners Corporation must report fully in relation to complaints handled by the Owners Corporation. There have not been any disputes lodged under Part 10 of the Act.

## **BUSINESS ARISING**

- Connie Lui suggested asking all owners if they are happy to share contact details with other owners. Silvia will follow this up with an email to all owners to see if they agree to share email addresses or other contact details.
- There was some discussion about the gas bill for the hydronic heating, cooktops and hot water. Three units do not have hydronic heating. The meeting agreed to consider switching providers if a more economical option presented and would consider switching gas and electricity if a discount were provided.
- Silvia noted that Pirelli had not responded the request to fix the loose cladding, so the meeting decided to use Vanishpro who quoted on repair with access via Peter Wolski's unit.
- The issue of the cladding was raised by Kevin. Silvia updated the meeting that there had been no developments with council in relation to the cladding and the building had adopted a "Wait and see" approach. Nick noted there had been no communication for four and a half years and that he does not believe anything will happen. Rectification would be very expensive.
- The issue of the façade needing repainting or restaining was raised as it had been stained around five years ago. Isabelle recommended painting rather than staining as the result is superior and longer lasting and the process is cheaper. Staining seems to last a couple of years whereas painting might last ten which would be a big cost saving. Isabelle thought the timber itself was poor quality.
- The meeting agreed to solicit quotes for the painting or staining. The major cost of this work is access equipment and traffic management equipment. Isabelle noted that the stain on the timber had turned a reddish colour and she had had no luck getting quotes.

- Kevin suggested that once a colour was chosen, it should remain that colour in the future. Isabelle agreed and suggested checking with council for any colour requirements.
- Clodagh and Isabelle agreed to exchange email addresses.
- Nick raised the issue of the pathway on the Clarke St side which was pebbled with rock pavers. The pebble mix had been eroded and needed restoration. The lighting is also poor on that side and the trees slightly overgrown. This could contribute to being a trip hazard.
- Nick and Isabelle agreed to be on-site contacts although Isabelle is away until later this year.
- Connie and Teddy thanked Silvia and the committee for all their support.
- Clodagh and Giacomo offered to help get quotes and consider colours.

Minutes by Silvia Goldwasser. There being no further business, the meeting closed at 5:17pm.

**Secure Strata Declarations:**

- Secure Strata maintains professional indemnity insurance with Chubb Insurance of Australia in the amount of \$2,000,000 (Policy MPI0018638) as prescribed for OC Managers.
- Secure Strata is registered with the Vic Business Licensing Authority (Reg No 001420).
- Secure Strata receives commission from Honan Insurance Brokers for placement of strata insurance with the owner selected insurance provider. This commission is received for placing insurance and managing claims and is paid by the insurance provider and does not affect the premium paid by owners for this insurance cover.



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0006125852</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	30/04/2024 to 30/04/2025 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 713343T
<b>Situation</b>	348-350 CLARKE STREET NORTHCOTE VIC 3070

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$7,651,209  
Common Area Contents: \$76,512  
Loss of Rent & Temporary Accommodation (total payable): \$1,147,681

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Not Selected

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000



**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

30/04/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# **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.

### **1.4 Smoke penetration**

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

### **1.5 Fire safety information**

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

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

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

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

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

### **4. Use of common property**

#### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

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

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

### **4.3 Damage to common property**

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

## **5. Lots**

### **5.1 Change of use of lots**

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

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## 6. Behaviour of persons

### 6.1 Behaviour of owners, occupiers and invitees on common property

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

### 6.2 Noise and other nuisance control

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

## 7. Dispute resolution

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

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

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

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1051958

## APPLICANT'S NAME & ADDRESS

MSL LAWYERS C/- LANDATA  
MELBOURNE

## VENDOR

MADDEN, MATTHEW JAMES

## PURCHASER

SALE

## REFERENCE

243745 5,348 Clarke Street

This certificate is issued for:

LOT 5 PLAN PS713343 ALSO KNOWN AS 5/348 CLARKE STREET NORTHCOTE  
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C170dare has been placed on public exhibition which shows this property :

- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 - C170dare

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

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

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

23 July 2024

**Sonya Kilkenny**  
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.

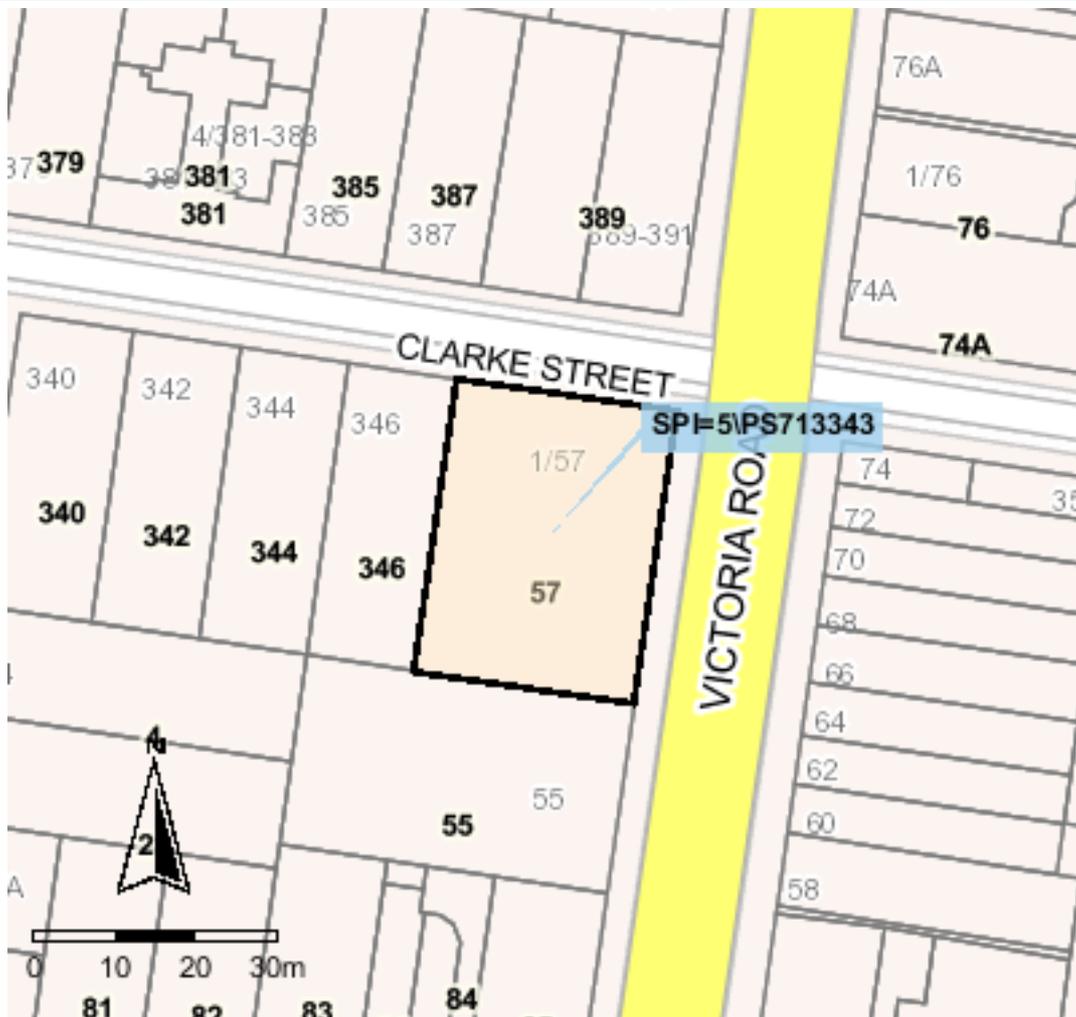
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### 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.