

**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 land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

Print name(s) of person(s) signing: MORASHA PTY LTD ATF MORASHA PROPERTY TRUST

State nature of authority, if applicable:

This offer will lapse unless accepted within **[3 days]** ~~clear business days (3 clear business days if none specified)~~
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: AZZURRO SUPER FUND PTY LTD

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: N/A

Address:

Email:

Tel:

Vendor

AZZURRO SUPER FUND PTY LTD CAN 153 826 996

C/o Kadota Accounting Pty Ltd
278 Canterbury Road, Surrey Hills VIC 3127

Vendor's legal practitioner or conveyancer

MUKUSHI + COHEN LAWYERS

Suite 205/7 Jeffcott Street West Melbourne VIC 3003

Email: lorraine@mukushi.com.au

Tel: 1300 664 984

Ref: 1861

Purchaser

Name: **MORASHA PTY LTD ATF MORASHA PROPERTY TRUST**

Address: 15 Vanderbilt Ave, Truganina VIC 3029

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name: **BMR LAWYERS**

Address: Level 1/760 Riversdale Rd, Camberwell VIC 3124

Email: julian@bmrllaw.com.au

Tel: 03 9888 6088

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12425 Folio 993	17	PS635606V

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **UNIT 206 LEVEL 2 7 JEFFCOTT STREET WEST MELBOURNE VIC 3003**

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

All fixtures and fittings as inspected save and except for personal and business files, small moveable furniture, equipment items and pictures/posters.

Payment

Price	\$ 470,000.00	Plus GST
Deposit	\$ 47,000.00	by upon signing of the Contract
Balance	<u>\$ 423,000.00</u>	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on 17 April 2023

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

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

~~**Lease** (general condition 5.1)~~

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

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

~~a lease for a term ending on with options to renew, each of years~~

~~OR~~

~~a residential tenancy for a fixed term ending on~~

~~OR~~

~~a periodic tenancy determinable by notice~~

~~**Terms contract** (general condition 30)~~

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Auction Clause

The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

Special condition 2 – Amendments of General Conditions

Without limiting the specific provisions of any other special condition in this Contract, the General Conditions are amended as follows :

- (a) The Purchaser and the Vendor agree that if there is any inconsistency between the provisions of the General Conditions and these Special Conditions, then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions will prevail and have priority.
- (b) The following General Conditions are deleted :
- (a) General Condition 5 (Consents);
 - (b) General Condition 12 (Builders Warranty);
 - (c) General Condition 30 (Terms Contract);
 - (d) General Condition 31.4, 31.5 and 31.6 (Loss or damage before settlement).
- (c) General Condition 20 – Loan is amended by adding 20.1(a) and 20.1(b) as follows :
- 20.1(a) If this Contract is subject to a loan approval and the Purchaser wishes to terminate the Contract on the basis that he was unable to obtain a finance approval by the approval date, the Purchaser must provide a written confirmation from the Bank / Lender (or if no Bank / Lender is nominated in the Contract, then all the Bank / Lender to which the Purchaser has applied for finance approval) stating refusal of finance approval to the Purchaser;
- 20.1(b) If the Purchaser fails to provide such information within 5 days from the sale of ending this Contract referred to above, the Purchaser will be deemed to have obtained the approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- (d) The reference to “2%” in General Condition 33 - Interest is amended to read “6%”.
- (e) General Condition 32 – Breach is amended by adding the following new paragraph at the end of the condition :

The Vendor and the Purchaser agree that the following items constitute “a reasonably foreseeable loss” for the purpose of the General Conditions and Special Conditions of this Contract shall include without limitation the following :

- i. the cost of obtaining bridging finance to complete the Vendor's purchase or another property and interest charged on any such bridging finances calculated from the due date for settlement;
- ii. Interest payable by the Vendor under any existing Mortgage over the Property calculated from the due date for settlement;
- iii. Accommodation expenses necessarily incurred by the Vendor;
- iv. Legal costs and expenses as between the Vendor's representative and the Vendor;
- v. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property;

- vi. A fee payable by the Purchaser for rescheduling settlement on the day of settlement or after set at \$385.00 (including GST) per rescheduling and that this fee is payable on demand made by the Vendor or Vendor's representative irrespective whether a default notice has been issued;
 - vii. All sums payable to a Real Estate Agent including commissions, advertising, marketing and any other fees;
 - viii. The cost of a default notice of \$850.00 plus GST; and
 - ix. Any settlement fees incurred by the Vendor in cancellation of settlement of this contract and any other transaction; and
 - x. all additional outgoings or charges for which the Vendor will be liable as a result of the Vendor remaining or being recorded as remaining owner of the property.
- (f) General Condition 35.4(a) is amended to read as follows : - " an amount equal to 10% of the Purchase Price is forfeited to the Vendor as the Vendor's absolute property regardless of whether the deposit has been paid or not. The reference to the Purchase Price in this Special Condition refers to the Purchase Price plus any GST payable on the Purchase Price.

Special condition 3 – Purchaser's Acknowledgement and Warranty

3.1 The Purchaser acknowledges and declares that :

- (a) prior to paying any money or signing any document in relation to this sale, the Purchaser has received a copy of this contract and the Section 32 Statement in accordance to the Sale of Land Act 1962 in relation to the Property;
- (b) the Purchaser has had the option of obtaining independent legal advice prior to signing this Contract.

3.2 The Purchaser warrants to the Vendor that the decision to purchase the Property is on the Purchaser's sole reliance on his own investigation and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf and the Purchaser had sufficient opportunity before signing this Contract to carry out his own investigation and enquiries and is satisfied with the Property and acknowledge that :

- (a) the property is sold in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to any structure, fence, wall or improvements that is located within the title boundary to the Land;
- (e) subject to any improvements located on adjoining properties do not encroach on to the Land;
- (f) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (g) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

3.3 The Purchaser must not :

- (a) make any requisition, objection or claim;
- (b) request the Vendor to amend the title, take any action or incur any costs;
- (c) delay settlement or seek to terminate or rescind this Contract.

3.4 The Vendor does not represent or warrant that the property, its use or the condition of the property complied with Applicable Law. The Purchaser acknowledges as agrees to purchase the property subject to any Applicable Law, including the requirements of any planning schemes, planning permit or any regulations under Building Regulations 2018.

3.5 "Applicable Law" includes acts, regulations, by-laws, local laws, or requirements of any municipality, statutory authority or corporation with statutory jurisdiction over the property or any other statutory requirements applying to the property. It also includes planning, building, subdivision, environment, occupational health and safety and all laws requiring, restricting or imposing liability for works on the property.

Special condition 4 – Restrictions on Use

- 4.1 The Property is sold subject to the Usage Regulations and all Laws affecting the Property in its use and development. No Law constitutes a defect in the Vendor's title or affects the validity of this Contract.
- 4.2 The Purchaser acknowledges that the Vendor makes no representations as to the compliance of the Property with the Usage Regulations and any such restriction do not constitute a defect in the Vendor's title to the Property or affect the validity of this Contract. The Purchaser is responsible for remedying, at its own costs, any non-compliance of the Property to comply on the Day of Sale with any laws affecting the Property and the Purchaser shall indemnify and keep the Vendor indemnified in respect of all claims, loss, damages which the Vendor may incur or may become liable for as a result of the Purchaser's failure to remedy any such non-compliance.
- 4.3 The Vendor makes no representations as to the compliance of the Property with the Usage Regulations and the Purchaser must take title subject to all such restrictions and conditions and must not make any Claim, rescind or determine this Contract, delay or refuse settlement, retain any money or refuse payment of the Balance in this regard.
- 4.4 For the purposes of this Special Condition and this Contract, "**Usage Regulations**" means all applicable restrictions and law affecting the use of the Property including any order, permits, approvals, planning scheme, planning controls, regulation and by-law made by any Responsible Authority;
- 4.5 For the purposes of this Special Condition and this Contract, "**Responsible Authority**" means any government or governmental, semi-governmental, local, administrative, or statutory body, department, commission, authority, tribunal or other entity (whether public or private) exercising a similar function.

Special condition 5 – Title to and Condition of Property and Goods

- 5.1 The title to the Property and any Goods under this Contract do not pass to the Purchaser until full payment is made of the Purchase Price by the Purchaser to the Vendor. The Goods sold (if any) are sold without any warranties or conditions other than those expressly contained in this Contract.
- 5.2 The Purchaser acknowledges that he has inspected the Property and Goods prior to the Day of Sale. He agrees that he is purchasing and will accept delivery of the Property and Goods in their present condition and state of repair and with any defects existing at the date hereof including the existence of any pests or termites.

Special condition 6 – Services and Utilities

- 6.1 The Purchaser acknowledges that the Property is sold and he will take title subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any) and will not make any requisition, objection or claim for compensation in respect of the nature, location, availability or non-availability of any such installations, services or utilities or any matter affecting them.
- 6.2 The Purchaser must assume responsibility for and indemnify the Vendor against any notice issued on or after the Day of Sale by any Responsible Authority imposing any charges and other liabilities for any works conducted by the Responsible Authority in relation to the Property including but not limited to drainage, sewerage, gas or electricity supply.

Special condition 7 – Swimming pool / spa

In the event that the property includes a swimming pool / spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool / spa located on the property may not have fencing or safety measures that comply with *Building Regulation 2018*. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract of Sale in the event that the swimming pool / spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

Special condition 8 – Smoke alarms

In the property includes a dwelling or sole occupancy unit which is or forms part of a building to which Building Regulations 2018 applies that requires the installation of a self- contained smoke alarm complying with AS3786-1993, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the sale Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

Special condition 9 – Nomination

General Condition 4 - Nominee is deleted and replaced by the following :

- 9.1 If the Property is expressed as sold to the Purchaser "and/or nominee" (or words of like effect) then the Purchaser may no later than 7 days prior to the Settlement Date nominate a nominee by serving on the Vendor a form of nomination executed by the Purchaser and the nominee containing such terms and information as the Vendor may require and in the case of a corporation (other than a corporation listed on the Australian Stock Exchange), the Guarantee in the form annexed to this Contract must be executed by all its directors and also by its principal shareholders as guarantors.
- 9.2 Upon the Purchaser and the nominee complying with this Special Condition and agreeing along with the guarantors (if any) to be jointly and severally liable for the performance of the obligations of the Purchaser under this Contract and payment of any expenses (including legal costs on a solicitor/own client basis and stamp duty) arising out of the nomination, the nominee will be substituted for the Purchaser as purchaser.
- 9.3 The Purchaser and the nominee must fully and truthfully disclose the circumstances of the nomination to the Comptroller of Stamps and must hold the Vendor indemnified at all times against loss or damage of every description suffered by the Vendor arising out of a failure to make such disclosure.
- 9.4 All acts or omissions of the Vendor or the Purchaser including but not limited to requisitions made by the Purchaser and answers given by the Vendor continue to bind the Purchaser and the nominee respectively and any Deposit paid by the Purchaser will be treated by the Vendor as Deposit paid by the nominee.
- 9.5 The Purchaser / Nominee must pay the Vendor's legal costs and expenses of \$440.00 (including GST) being additional cost incurred by the Vendor in effecting the nomination.

Special condition 10 – Non- Merger

Each obligation of the Purchaser under this Contract which has not been carried into effect will not merge in the transfer of the Property to the Purchaser and will continue to have full force and effect for as long as is necessary to give proper effect to that term and despite completion of this Contract and of the sale hereby effected.

Special condition 11 - Waiver of Breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special condition 12 – Entire Agreement

- 12.1 This Contract embodies the entire understanding and agreement between the parties as the subject matter of this contract.
- 12.2 All previous negotiations, understandings, representations, warranties or commitments in relation to, or in any way affecting the subject matter of this contract are merged in and superseded by this contract and are of no force or effect whatsoever and no party is liable to any other party in respect of those matters.

- 12.2 The Purchaser acknowledges that any concept plans, display suites, suggested designs for alterations to or use of the Property or any other informational, promotional or advertising material prepared by the Vendor, the Vendor's Solicitors or the Vendor's Agent including any depreciation schedules, are provided as a guide only and the Purchaser must rely on its own investigations in relation to any matters referred to in any such material. This Special Condition will enure for the benefit of the Vendor, the Vendor's Solicitors and the Vendor's Agent.

Special Condition 13 - Goods and Services Tax

13.1 **Supply of a Going Concern**

The parties agree subject to Special Condition 13.3:

- (a) the Price and all payments required to be made by the Purchaser to the Vendor under this Contract have been negotiated without any allowance for a GST and are expressed as GST-exclusive amounts; and
- (b) this Contract provides for the Supply of a Going Concern (where applicable).

13.2 **Purchaser Registered for GST**

The Purchaser warrants that it is registered or required to be registered under Part 2.5 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and will continue to be so at all relevant times up to and including the day of the supply.

13.3 **If not a Supply of a Going Concern**

If the Vendor reasonably considers this Contract (or any supply under it) is not a Supply of a Going Concern ("Taxable Supply") and GST is payable on the Taxable Supply:

- (a) the Price will be increased so that the Vendor receives an amount which after subtracting the GST amount, results in the Vendor retaining the same Price expressed in this Contract after payment of that GST liability;
- (b) the Purchaser must pay the amount of that GST to the Vendor at the same time and manner as the Purchaser is required to pay for the Taxable Supply; and
- (c) The Vendor must issue to the Purchaser a valid tax invoice for the Taxable Supply.

Special Condition 14 - Foreign Investment

The Purchaser warrants to the Vendor that any approval, consent or statement of non-objection required under the Foreign Acquisition and Takeovers Act 1975 Cth to enter into this Contract has been obtained. In the event that this warranty is untrue in any respect, the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including legal costs on a solicitor/own client basis and any other consequential loss) which the Vendor incurs as a result of the Vendor having relied on this warranty at the time of entering into this Contract.

Special Condition 15 - Dispute Resolution

- 15.1 If any dispute arises between the Vendor and the Purchaser, the parties may mutually agree to refer any such dispute for determination by a single expert (acting as an expert and not an arbitrator) agreed upon by them or, in default of agreement, nominated by the President for the time being of the Law Institute of Victoria; and
- (a) such expert's decision is final and conclusive and binding on the parties;
 - (b) the cost of the expert's decision must be borne by the party against whom such decision is made, or (if there is no such party) by the party or parties and in the proportions determined by the expert;
 - (c) neither party shall be entitled to delay settlement or withhold any part of the purchase money payable pending determination of any unresolved dispute.

Special Condition 16 - Outgoings

- 16.1 All Outgoings in respect of the Property shall be apportioned between the Vendor and the Purchaser as from the Day of Settlement.
- 16.2 The parties agree that the Vendor will pay the Outgoings when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before Settlement under any circumstance. Despite this, the Outgoings must be apportioned as if they had been paid by the Vendor.
- 16.3 The Vendor acknowledges that it will be liable and responsible for the Outgoings until the Settlement and that it must pay any such Outgoings within the time limit specified.
- 16.4 General Condition 23.2(b) does not apply. For the purpose of calculating land tax for adjustments, land is not treated as the only land of which the vendor is the owner. Accordingly, land tax is to be calculated based on the total value of the land owned by the Vendor and the assessment on a proportional basis as being payable by the Vendor.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE & INDEMNITY

I / We, _____ of _____

and _____ of _____

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

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

IN WITNESS whereof the parties hereto have set their hands and seals
 thisday of20.....

SIGNED, SEALED AND DELIVERED by _____)
 in the presence of: _____)
 Director's Signature
 Name : _____

Signature of witness
 Name & address of witness (block letters):
 Occupation of witness:

SIGNED, SEALED AND DELIVERED by _____)
 in the presence of: _____)
 Director's Signature
 Name : _____

Signature of witness
 Name & address of witness (block letters):
 Occupation of witness:

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding

Payment: No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

Amount purchaser must pay – price multiplied by the GST withholding rate: \$ _____

Amount must be paid: at completion at another time (specify): _____

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Vendor Statement

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

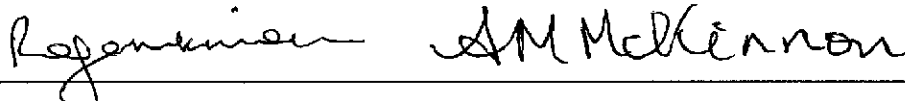
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	UNIT 206 LEVEL 2 7 JEFFCOTT STREET WEST MELBOURNE VIC 3003
-------------	--

Vendor's name	AZZURRO SUPER FUND PTY LTD	Date / /
----------------------	----------------------------	--------------------

Vendor's signature		
---------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.
- (b) The total outgoings does not exceed \$3,500.00 p.a.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

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:

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

As attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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

Page 1 of 2

VOLUME 12425 FOLIO 993

Security no : 124104683329C
Produced 16/03/2023 09:10 AM

LAND DESCRIPTION

Lot 17 on Plan of Subdivision 635606V.
PARENT TITLE Volume 11221 Folio 582
Created by instrument AV944801U 10/08/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AZZURRO SUPER FUND PTY LTD of 31 CLIVE STREET ST MARYS TAS 7215
AS037233R 26/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG085108C 16/09/2008

DIAGRAM LOCATION

SEE PS635606V 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 206 LEVEL 2 7 JEFFCOTT STREET WEST MELBOURNE VIC 3003

ADMINISTRATIVE NOTICES

NIL

eCT Control 23509D MUKUSHI & COHEN LAWYERS
Effective from 27/09/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS635606V



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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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS635606V
Number of Pages (excluding this cover sheet)	8
Document Assembled	16/03/2023 09:37

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PLAN OF SUBDIVISION	EDITION 1	PS635606V
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<p>LOCATION OF LAND</p> <p>PARISH: MELBOURNE NORTH CITY OF MELBOURNE SECTION: 33 AT WEST MELBOURNE CROWN ALLOTMENT: 11 (PART)</p> <p>LAST PLAN REF: TP552548F (LOT 1) TITLE REFERENCE: VOL.6875 FOL.801</p> <p>POSTAL ADDRESS: 369-379 KING STREET & 1-7 JEFFCOTT STREET WEST MELBOURNE VIC 3003</p> <p>MGA 94 CO-ORDS E 319 830 OF APPROX. CENTRE N 5813 110 OF LAND IN PLAN ZONE 55</p>	<p>COUNCIL CERTIFICATION</p> <p>COUNCIL NAME: MELBOURNE CITY COUNCIL REF: SA-2010-44</p> <p>(1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.</p> <p>(2) THIS PLAN IS CERTIFIED UNDER SEC. 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /</p> <p>(3) THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988</p> <p>OPEN SPACE:</p> <p>(A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE</p> <p>(B) THE REQUIREMENT HAS BEEN SATISFIED</p> <p>(C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE:</p>
--	---

VESTING OF ROADS OR RESERVES		<p>COUNCIL DELEGATE COUNCIL SEAL </p> <p>DATE 27/7/2010</p>
IDENTIFIER	COUNCIL/BODY/PERSON	
NIL	NIL	
<p>OWNERS CORPORATION</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p>		<p>RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988</p> <p>COUNCIL DELEGATE COUNCIL SEAL DATE / /</p>

NOTATIONS	
<p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: TP-2010-420</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK: IN PROCLAIMED SURVEY AREA NUMBER:</p>	<p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>INTERIOR FACE: ALL BOUNDARIES</p> <p>COMMON PROPERTY No. 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.</p> <p>ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT ALWAYS BEEN SHOWN ON DIAGRAMS SHOWN HEREIN.</p>

EASEMENT INFORMATION					<p>LRS USE ONLY</p> <p>STATEMENT OF COMPLIANCE EXEMPTION STATEMENT</p> <p>RECEIVED FORM 6 DATE 9/08/2010</p>
LEGEND: A --APPURTENANT EASEMENT E -ENCUMBERING EASEMENT R -ENCUMBERING EASEMENT (ROAD)					
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN					
EASEMENT REF.	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	<p>PLAN REGISTERED</p> <p>TIME 2:42 PM DATE 18/08/2010</p> <p>ROB Mc BAIN Assistant Registrar of Titles</p>
SHEET 1 OF 8 SHEETS					<p>DATE 27/7/2010</p> <p></p> <p>..... COUNCIL DELEGATE SIGNATURE</p>

<p>Absolute Surveying Pty Ltd <small>total surveying solutions</small></p> <p>PO Box 530, Bentleigh 3204 info@absolutesurveying.com.au ph (03) 95571407</p>	<p>LICENSED SURVEYOR: PHILIP FRANCIS CULVENOR</p> <p>SIGNATURE DATE 12/7/10</p> <p>REF:1266PS VERSION: 3</p>	<p>ORIGINAL SHEET SIZE A3</p>
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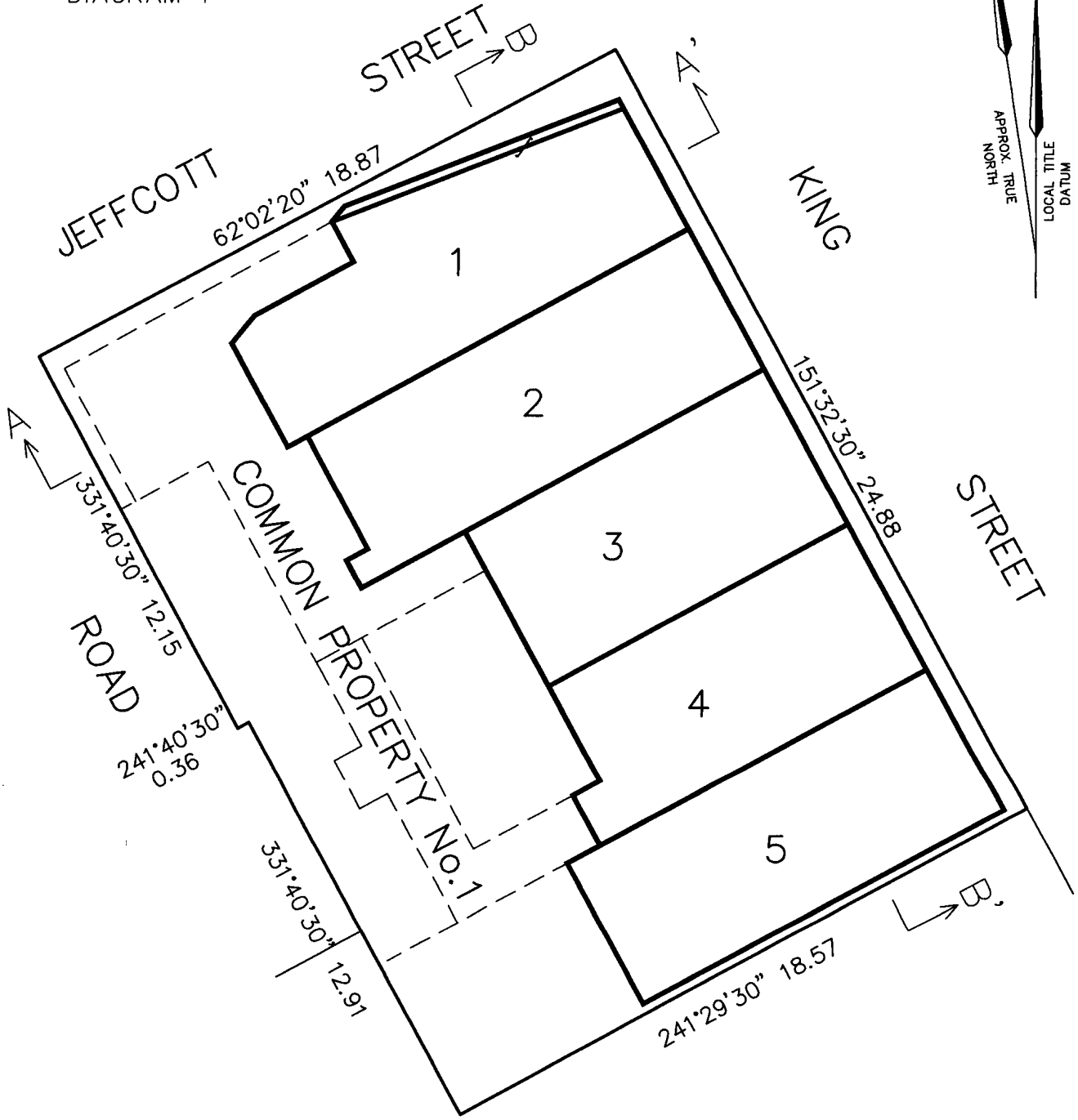
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STAGE NO

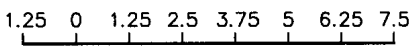
PLAN NUMBER

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GROUND STOREY
& GROUND LEVEL
DIAGRAM 1



SCALE 1:125



LENGTHS ARE IN METRES

SHEET 2 OF 8 SHEETS

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SIGNATURE: *P.F. Culvenor* DATE 12/7/10

REF: 1266PS VERSION: 3

DATE 27/7/2010

[Signature]
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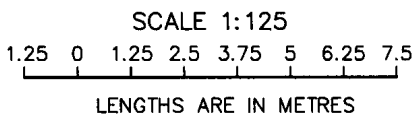
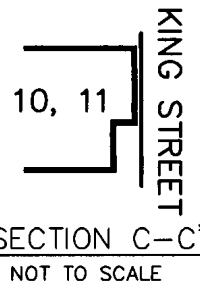
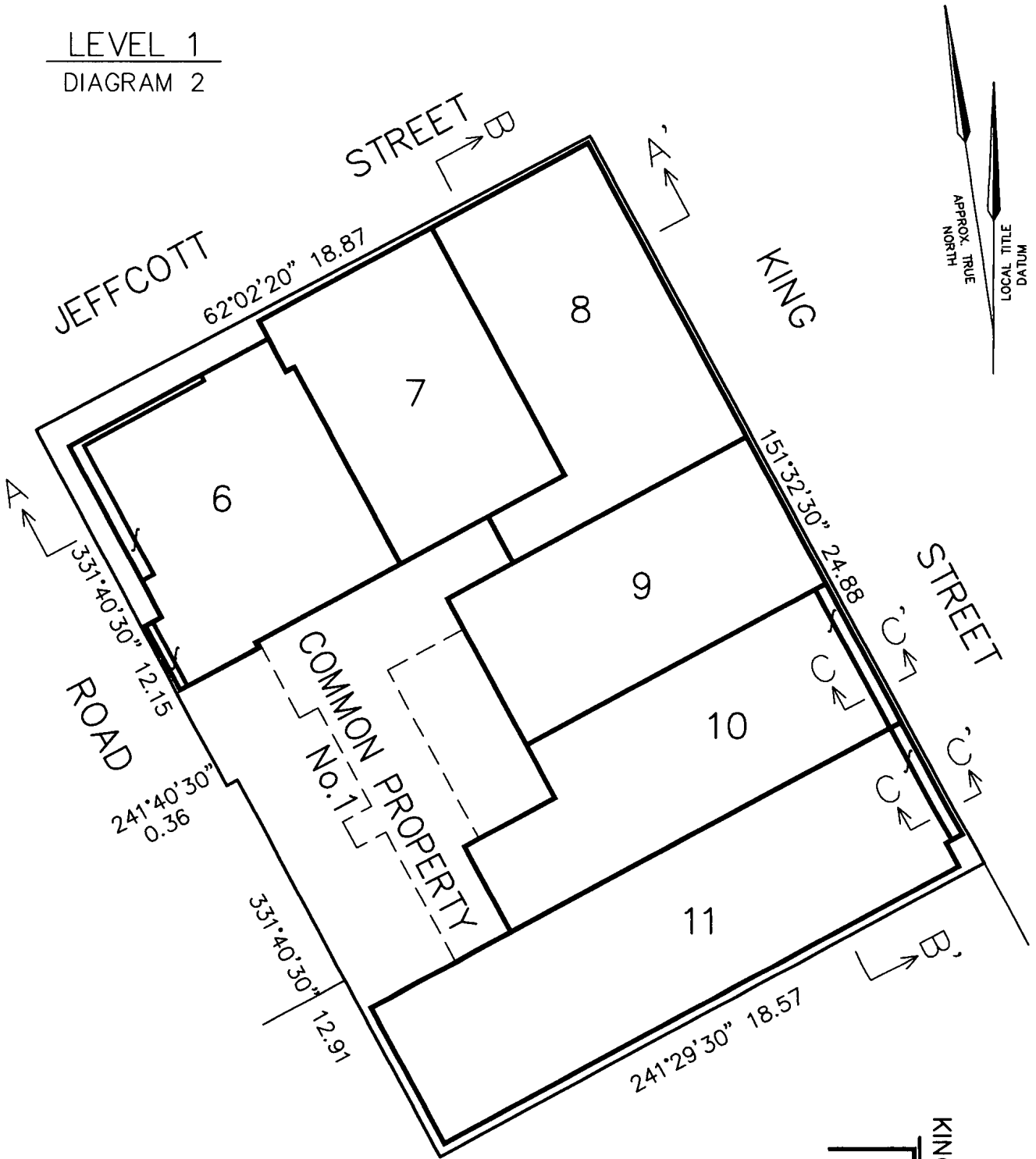
PLAN OF SUBDIVISION

STAGE NO

PLAN NUMBER

PS635606V

LEVEL 1
DIAGRAM 2



SHEET 3 OF 8 SHEETS

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 SIGNATURE *Philip Francis Culvenor* DATE 12/1/10
 REF: 1266PS VERSION: 3

DATE 27/7/2009
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PLAN OF SUBDIVISION

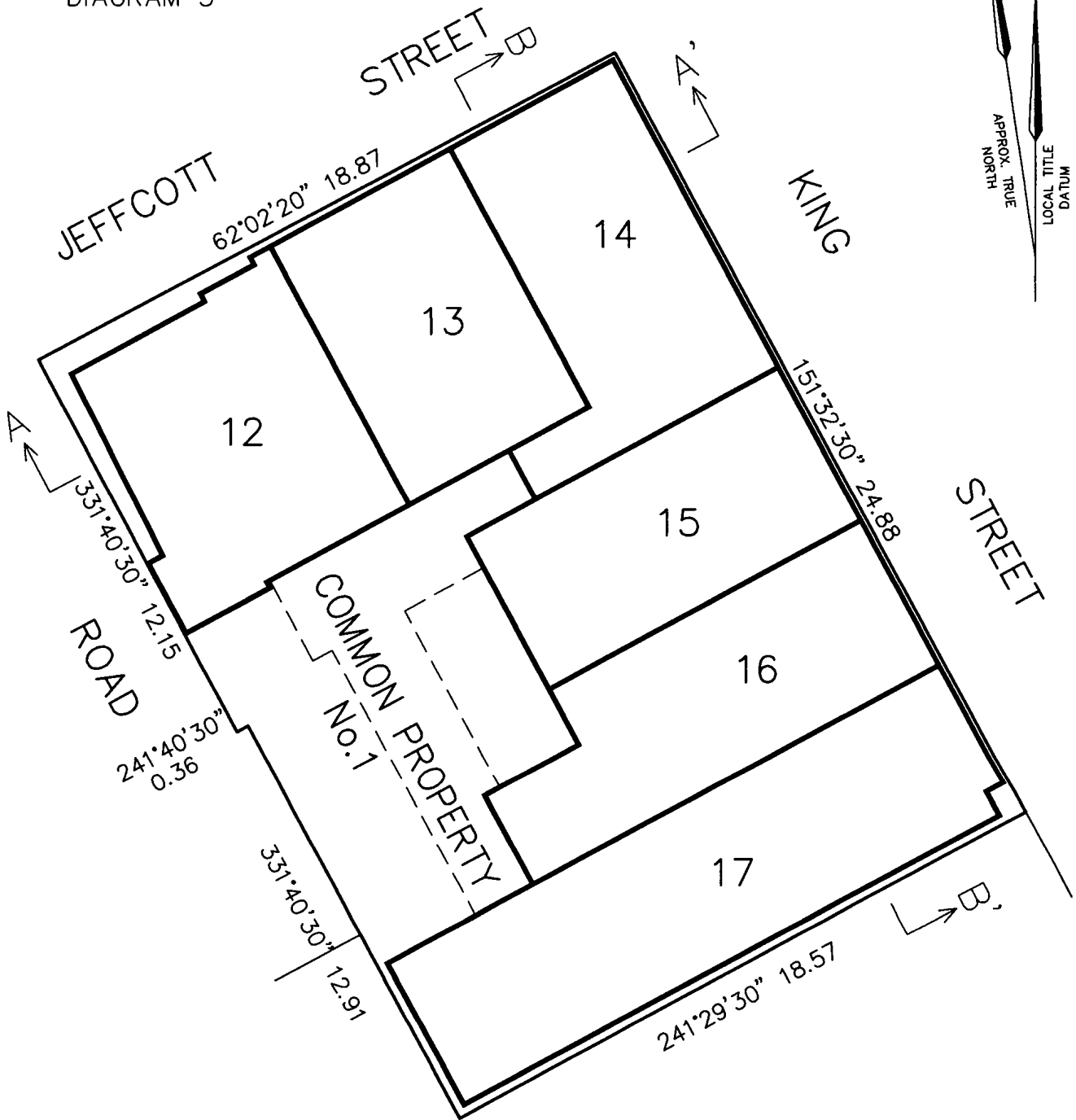
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PLAN NUMBER

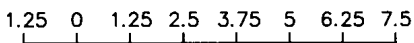
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LEVEL 2

DIAGRAM 3



SCALE 1:125



LENGTHS ARE IN METRES



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REF: 1266PS

VERSION: 3

SHEET 4 OF 8 SHEETS

DATE 27/7/2010

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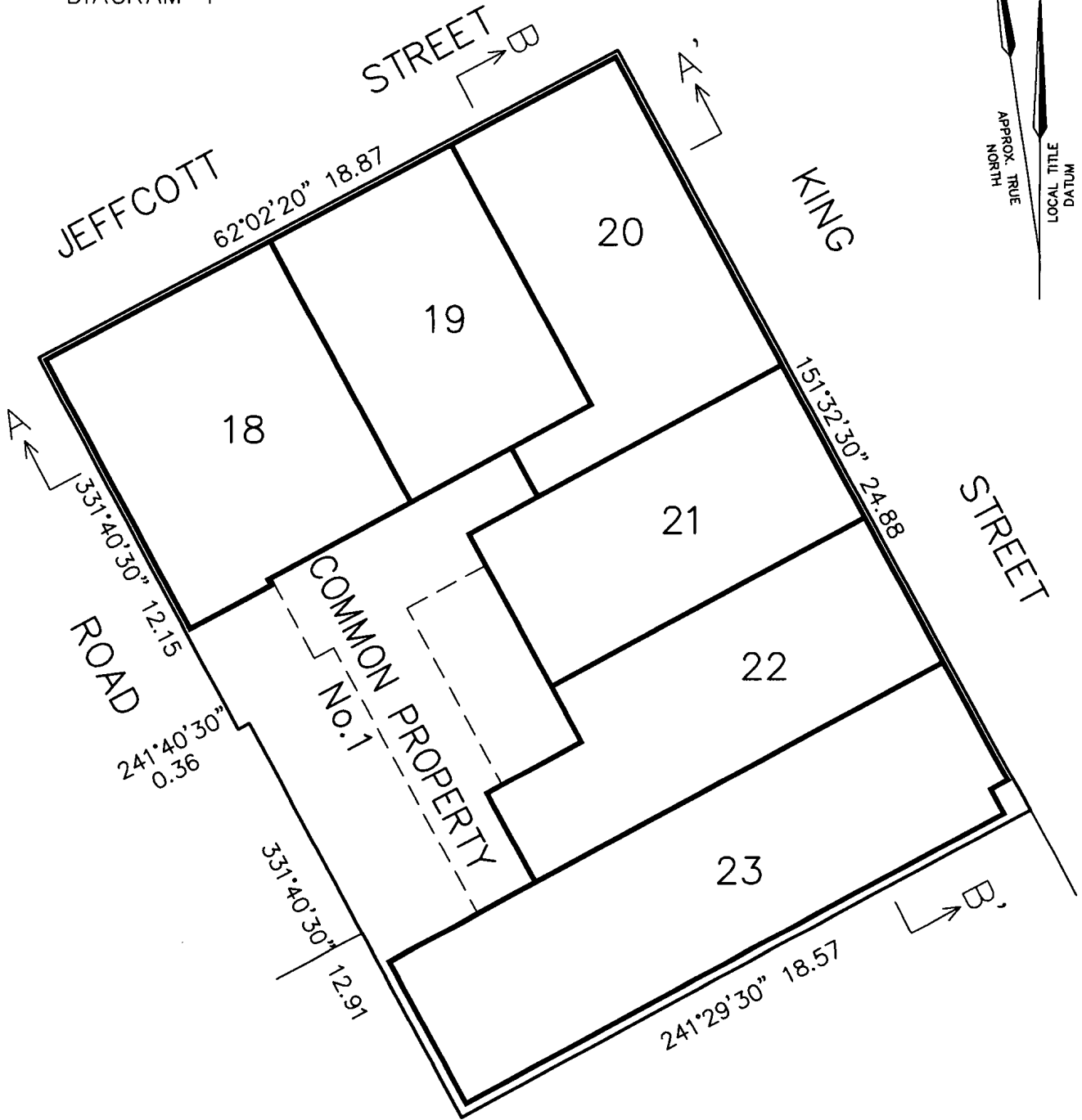
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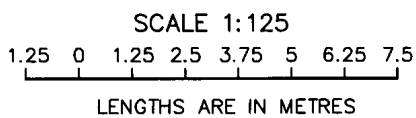
PLAN NUMBER

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LEVEL 3
DIAGRAM 4



APPROX. TRUE NORTH
LOCAL TITLE DATUM



SHEET 5 OF 8 SHEETS

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SIGNATURE *Philip Francis Culvenor* DATE 12/7/10

REF: 1266PS VERSION: 3

DATE 27/7/2010

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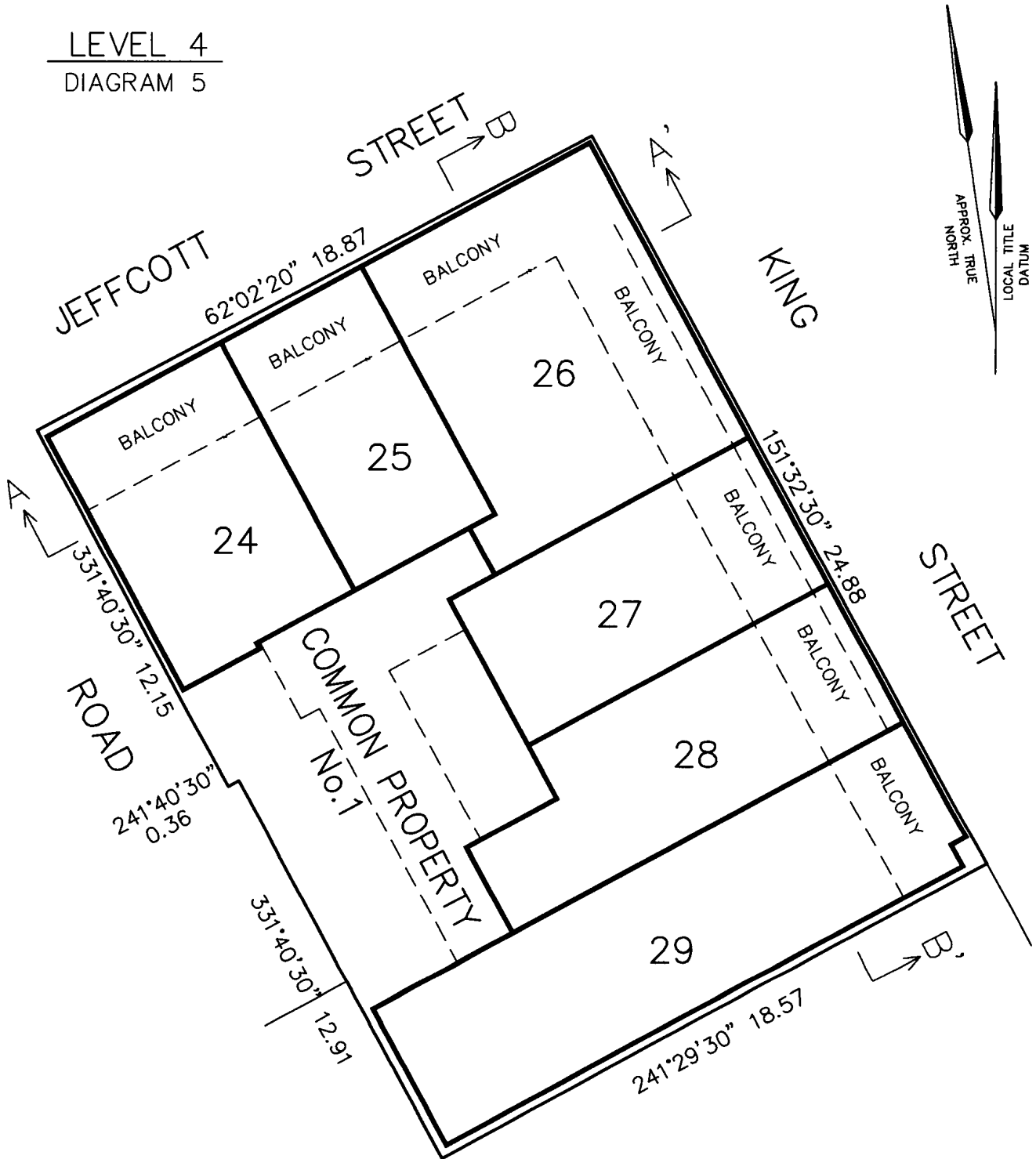
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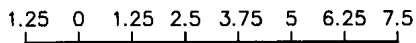
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LEVEL 4
DIAGRAM 5



SCALE 1:125



LENGTHS ARE IN METRES



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SIGNATURE: *Philip Francis Culvenor* DATE: 27/7/2010

REF: 1266PS

VERSION: 3

SHEET 6 OF 8 SHEETS

DATE 27/7/2010

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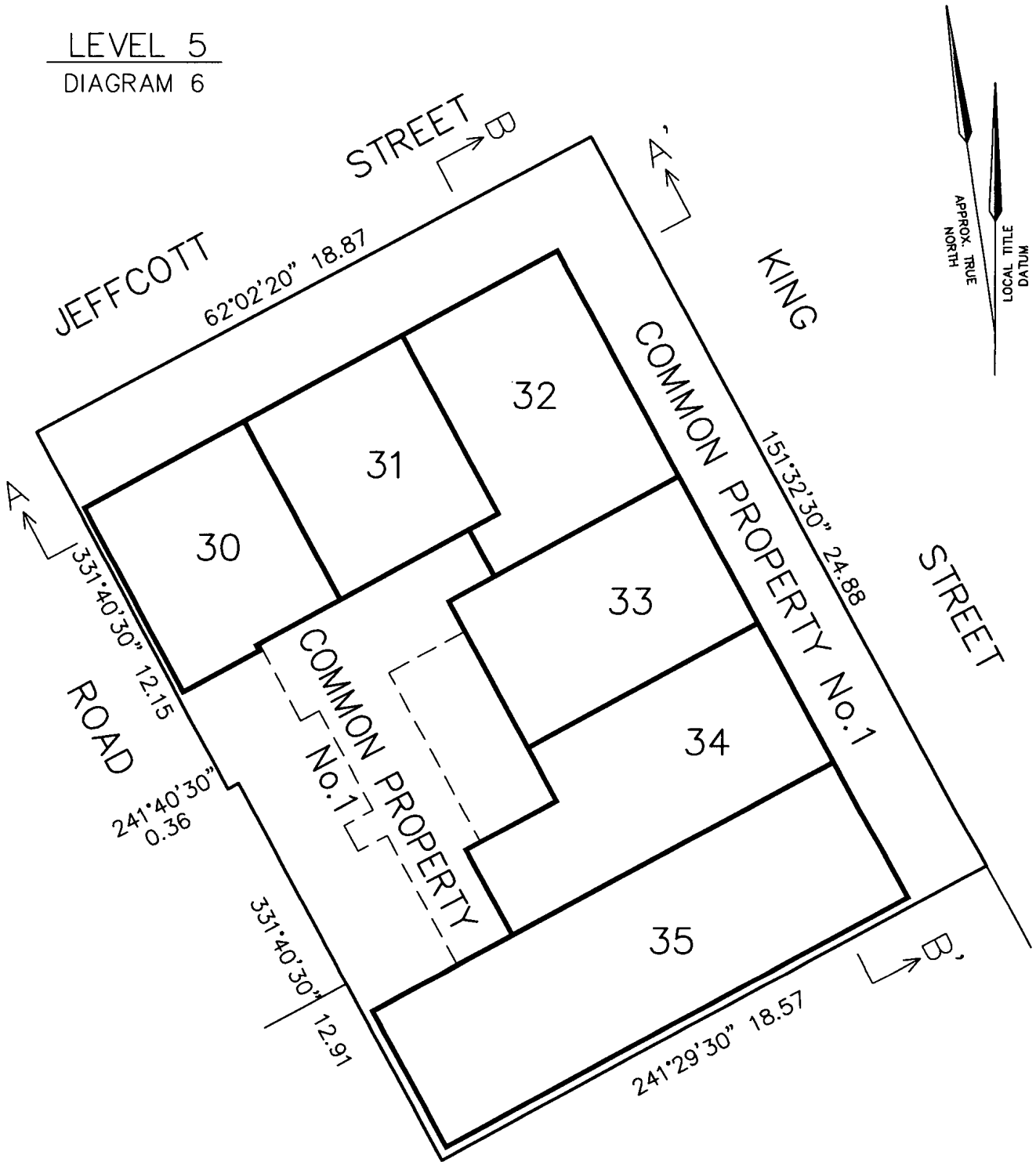
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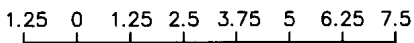
PLAN NUMBER

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LEVEL 5
DIAGRAM 6



SCALE 1:125



LENGTHS ARE IN METRES



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SIGNATURE *Philip Francis Culvenor* DATE 12/7/10

REF: 1266PS

VERSION: 3

SHEET 7 OF 8 SHEETS

DATE 27/7/2010

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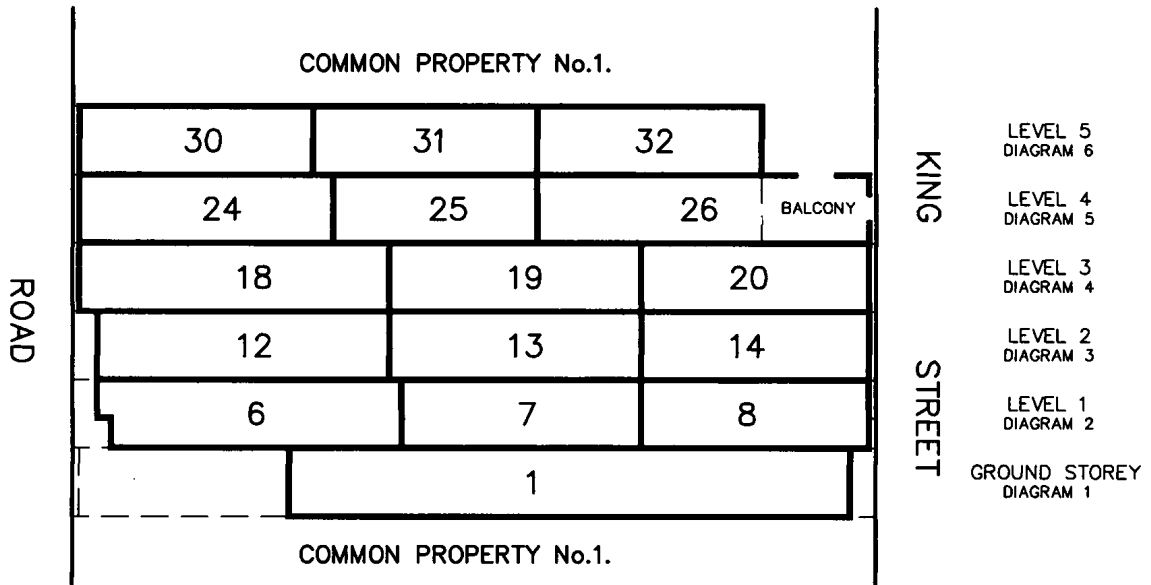
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PLAN OF SUBDIVISION

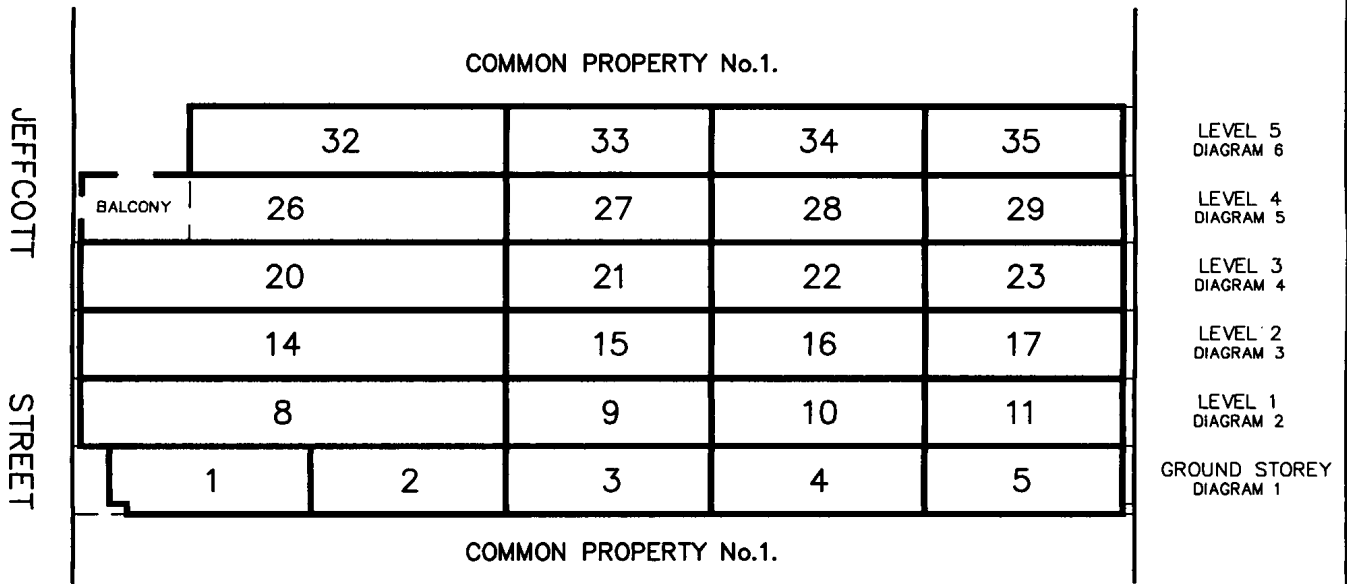
STAGE NO

PLAN NUMBER

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SECTION A-A'
NOT TO SCALE



SECTION B-B'
NOT TO SCALE

SHEET 8 OF 8 SHEETS



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LICENSED SURVEYOR: PHILIP FRANCIS CULVENOR

SIGNATURE *Philip Culvenor* DATE 12/7/10

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DATE 27/7/2010

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Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: **Mallesons Stephen Jaques**

Phone: **Code : 1177B**

Address:

Ref:

Customer Code: 1177B

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *Certificate of Title Volume 6875 Folio 801*

Authority:

**Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000**

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

Kim Wood

Title of Officer:

Manager Legal Services

Date:

9 September 2008

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Dated the 5th day of September, 2008

MELBOURNE CITY COUNCIL

and

KING STREET DEVELOPMENT PTY LTD
ACN 119 529 430

Agreement under Section 173 of the *Planning and Environment Act 1987*

Land 369 – 379 King Street, West Melbourne

MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

Melbourne City Council

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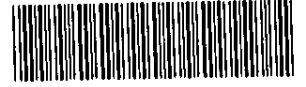
**SECTION 173 AGREEMENT
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DATE: 5 September 2008

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PARTIES: MELBOURNE CITY COUNCIL of Town Hall, Swanston Street, Melbourne, Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

- A. The Council is the responsible authority for the administration of the Melbourne Planning Scheme pursuant to the provisions of the Planning and Environment Act 1987.
- B. The Owner is or is entitled to be the registered proprietor of the land referred to in Item 2 of the Schedule.
- C. The Council issued the permit referred to in Item 3 of the Schedule.
- D. The permit allows the use or development referred to in Item 4 of the Schedule.
- E. The permit is conditional on the Owner entering into an Agreement under Section 173 of the *Planning and Environment Act 1987* with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Act" means the Planning and Environment Act 1987.
- 1.2. "Commencement Date" means the date on which this Agreement commences and referred to in Item 7 of the Schedule.
- 1.3. "Council's Representative" means the person referred to in Item 8 of the Schedule.
- 1.4. "Land" means the land described in Item 2 of the Schedule.
- 1.5. "Lot" means a lot on the Plan.
- 1.6. "Owner" means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- 1.7. "Permit" means the Planning Permit referred to in Item 3 of the Schedule.

- 1.8. "Plan" means the Plan of Subdivision referred to in Item 9 of the Schedule.
- 1.9. "Planning Approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.10. "Scheme" means the Melbourne Planning Scheme.
- 1.11. "Termination Date" means the date or specified event referred to in Item 10 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.
- 1.12. "Works" means the works referred to in Item 11 of the Schedule to be carried out pursuant to the Permit.

2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

4.2. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

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SECTION 173 AGREEMENT

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4.3. Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

- 5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 5.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. COVENANTS OF OWNER

The Owner covenants and agrees that:

~~6.1. Balcony Maintenance~~

~~the Owner shall be solely responsible for all care, repair, replacement, maintenance and any Works of any kind required in relation to or to be carried out on the Subject Areas and shall undertake those Works at such times as are necessary and sufficient to maintain the Subject Areas in good order and condition;~~

*Williams
AK*

6.2. Care and Maintenance of Airspace

in accordance with the requirements of Condition 10 of the Permit in relation to those parts of the development that extend into the airspace of land under the care and management of Council ("the projections"):

- 6.2.1. the Owner shall be solely responsible for all care, repair, replacement, maintenance or any other works of any kind required in relation to or to be carried out on the projections and shall undertake those works at such times as are necessary and sufficient to maintain the projections in good order and condition.
- 6.2.2. the Owner shall indemnify Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable in respect of or arising from the projections.

6.3. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council; and

6.4. Payment

forthwith upon the Council producing to the Owner a certificate of a certified practising valuer appointed by the Council specifying the value of the right to construct and maintain the projections, the Owner shall pay the sum specified to the Council, whereupon the Council shall provide a receipt in proof of payment; and

- 6.5. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the Transfer of Land Act; and
- 6.6. it will do all things necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings; and
- 6.7. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and
- 6.8. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

7. COSTS

- 7.1. The Owner shall forthwith pay on demand to the Council the Council's costs and expenses including legal expenses of and incidental to:
 - 7.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained;
 - 7.1.2. administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and
 - 7.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied immediately the Council shall have expended or incurred the same.

8. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

9. COUNCIL'S POWERS

- 9.1. Default Notice

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- 9.1.1. Should the Owner fail or neglect to carry out or complete the works described in Item 11 of the Schedule and referred to in the Permit the Council's Representative may cause to be served on the Owner a notice in writing ("the notice") specifying the works in respect of which the Owner is in default.
- 9.1.2. Should the default continue for a period of 14 days after the service of the notice the Council may enter upon the Land and cause the works to be constructed or completed and made good or cause any faults defects or failures in the works which have developed appeared or occurred within a period of six months from the date of completion of construction of the works to be maintained repaired or made good and for any such purpose the Council may employ a contractor or contractors and professional advisers.
- 9.1.3. The notice may set out the cost as estimated by the Council's Representative of constructing or completing the construction of the works. If the Owner does not comply with the notice to remedy the default the Council's Representative may cause to be served on the Owner a demand in writing ("the demand") for the amount of the costs specified in the notice.
- 9.1.4. The costs specified in the demand shall be paid forthwith by the Owner to the Council and the Council may exercise its rights under any Bank Guarantees provided by the Owner to the Council in order to recover the costs.

9.2. Completion of Works

- 9.2.1. As soon as practicable after the completion of the work the Council's Representative shall certify the actual costs of the work to the Council. The certificate of the Council's Representative shall be final, binding and conclusive as between the parties to this Agreement. The difference between the actual cost and the estimated cost paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.
- 9.2.2. If the notice does not require the Owner to pay the estimated costs, the actual costs of any works carried out by or on behalf of the Council pursuant to this Clause of this Agreement shall be paid on demand by the Owner to the Council.
- 9.2.3. If any Bank Guarantee referred to above is insufficient to recover the actual cost of the work carried out by or on behalf of the Council pursuant to this Clause such cost shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.
- 9.2.4. The Owner covenants and agrees that the Owner will indemnify and keep indemnified the Council from and against all costs, expenses, losses or damages whatsoever which they may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to the carrying out of works referred to in this Clause.

10. INTEREST AND CHARGE

- 10.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.
- 10.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

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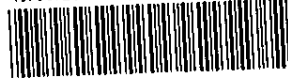
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SECTION 173 AGREEMENT



11. NOTICES

11.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule,

11.1.1. by delivering it personally to that party;

11.1.2. by sending it by prepaid post; or

11.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

11.2. and notice or other communication is deemed served:

11.2.1. if delivered, on the next following business day;

11.2.2. if posted, on the expiration of two business days after the date of posting; or

11.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

12. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

13. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

14. NO WAIVER

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

15. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

16. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force

and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

18. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

19. ENDING OF AGREEMENT

19.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 10 of the Schedule.

19.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by)
MARTIN WILLIAMS pursuant to an Instrument)
of Delegation authorised by Resolution of)
Council.)

Martin Williams
.....

[Signature]

Witness

AG085108C

16/09/2008 \$99.90 173



EXECUTED by KING STREET)
DEVELOPMENT PTY LTD by being signed by)
those persons who are authorised to sign for)
the company:)

[Signature]

Sole Director/Secretary

Henry Birner
38 Lumeah Road, Caulfield North

NATIONAL MUTUAL LIFE NOMINEES LIMITED as Mortgagee under Instrument of Mortgage No. AE373357R dated 24.05.2006 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

BRUCE ASHLEY-COOPER

NATIONAL MUTUAL LIFE NOMINEES LTD (ACN 004 387 133) by its Attorneys under Power of Attorney dated 26 October 2000 2000 271 AT PAGE 16

.....Attorney

DALE AUSTIN MCMENAMIN

.....Attorney

who hereby declare that no notice of alteration to or revocation of the said Power of Attorney has been received by them.

DALE AUSTIN MCMENAMIN

ASHE MORGAN CAPITAL PTY LTD as Mortgagee under Instrument of Mortgage No. AF045379D dated 04.05.2007 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

[Signature]

Michael R. [Signature]

[Signature]

Adam Sargent

AG085108C

16/09/2008 \$99.90 173



BIRNER PROPERTY GROUP PTY LTD as Mortgagee under Instrument of Mortgage No. AF045380U dated 04.05.2007 which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

[Signature]

SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	KING STREET DEVELOPMENT PTY LTD (ACN 119 529 430) Level 1, 1032 High Street ARMADALE VIC 3143
2.	Land description by address and Certificate of Title details	369 – 379 King Street, West Melbourne being the whole of the land comprised in Certificate of Title Volume 6875 Folio 801
3.	Permit Number and date issued	TP-2006-605 dated 4 January 2007
4.	What the Permit allows	Construction of buildings and works (six storey building), use of the site as office and ground floor shops and waiver of the car parking requirement associated with the use and a reduction in the bike parking dimension requirements of Clause 52.34
5.	What the condition requiring the Agreement provides for	5.1 Liability and maintenance of those parts of the development projecting into the airspace or sub-soil of land under the care and maintenance of Council and disclaiming any right or intention to make or cause to be made at any time any claim or application relating to adverse possession of the land, including provision of an indemnity and comprehensive insurance cover against damage and injury resulting from the erection and use of the projection, to the satisfaction of the responsible Authority; 5.2 Providing for the payment to the Council of one lump sum licence fee of such amount as may be reasonably determined by a certified practising valuer appointed by the council for that purpose.
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	National Mutual Life Nominees Pty Ltd ACN 004 387 133 Level 15, 447 Collins Street, Melbourne Mortgage AE373357R dated 24 May 2006. Ashe Morgan Capital Pty Ltd Level 32, 126 Phillip Street SYDNEY NSW 2000 Mortgage AF045379D dated 4 May 2007 Birner Property Group Pty Ltd Unit 1, 30 Allison Road ELSTERNWICK VIC 3185 Mortgage AF045380U dated 4 May 2007
7.	Commencement date	The date of this Agreement
8.	Council's Representative is:	Martin Williams, Acting Executive Officer Planning

AG085108C

16/09/2008 \$99.90 173



Stallions
MRC

SECTION 173 AGREEMENT

9.	Plan of Subdivision Reference Number	Not applicable
10.	Termination date or specified event	Upon the demolition and removal of all projections into the airspace or sub-soil of land under the care and management of Council
11.	Works to be carried out under the Permit	Construction of six storey office building with ground floor shops
12.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658 8414 Facsimile: 9650 1026
13.	Address, phone and facsimile of Owner	Henry Bimer King Street Development Pty Ltd Level 1, 1032 High Street Armadale Vic 3143 Ph: 0418 321 521 Facsimile: 9500 2713

AG085108C

16/09/2008 \$99.90

173





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 16/03/2023 09:37:23 AM

OWNERS CORPORATION 1
PLAN NO. PS635606V

The land in PS635606V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 35.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LR REED (CITY) PTY LTD LEVEL 1 405 COLLINS STREET MELBOURNE VIC 3000

AJ388056E 21/12/2011

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. OC008379C 18/08/2010

Additional Owners Corporation Information:

OC008378E 18/08/2010

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	63	63
Lot 2	64	64
Lot 3	51	51
Lot 4	51	51
Lot 5	59	59
Lot 6	59	59



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/03/2023 09:37:23 AM

**OWNERS CORPORATION 1
PLAN NO. PS635606V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	51	51
Lot 8	61	61
Lot 9	54	54
Lot 10	60	60
Lot 11	90	90
Lot 12	57	57
Lot 13	52	52
Lot 14	61	61
Lot 15	54	54
Lot 16	60	60
Lot 17	86	86
Lot 18	65	65
Lot 19	52	52
Lot 20	61	61
Lot 21	54	54
Lot 22	60	60
Lot 23	90	90
Lot 24	65	65
Lot 25	52	52
Lot 26	61	61
Lot 27	54	54
Lot 28	60	60
Lot 29	90	90
Lot 30	38	38
Lot 31	30	30
Lot 32	44	44
Lot 33	42	42
Lot 34	48	48
Lot 35	79	79



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/03/2023 09:37:23 AM

**OWNERS CORPORATION 1
PLAN NO. PS635606V**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	2078.00	2078.00

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

Statement End.

PROPERTY DETAILS

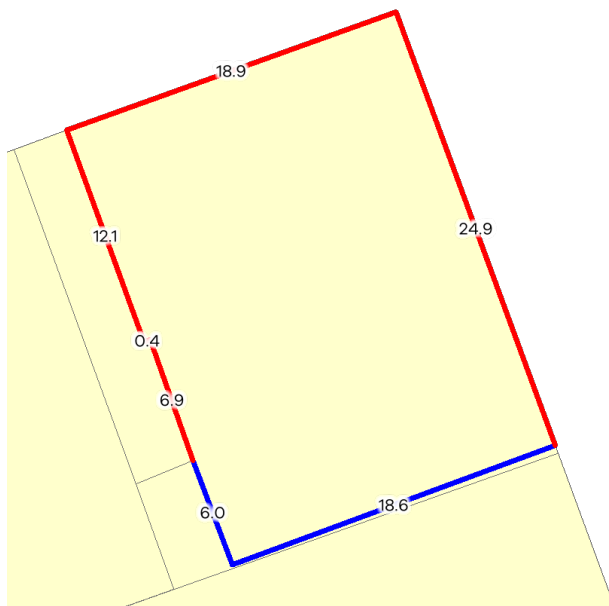
Address: **206/7 JEFFCOTT STREET WEST MELBOURNE 3003**
Lot and Plan Number: **Lot 17 PS635606**
Standard Parcel Identifier (SPI): **17\PS635606**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **629855**
Directory Reference: **Melway 2E K2**

www.melbourne.vic.gov.au

Note: There are 40 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 468 sq. m

Perimeter: 88 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

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

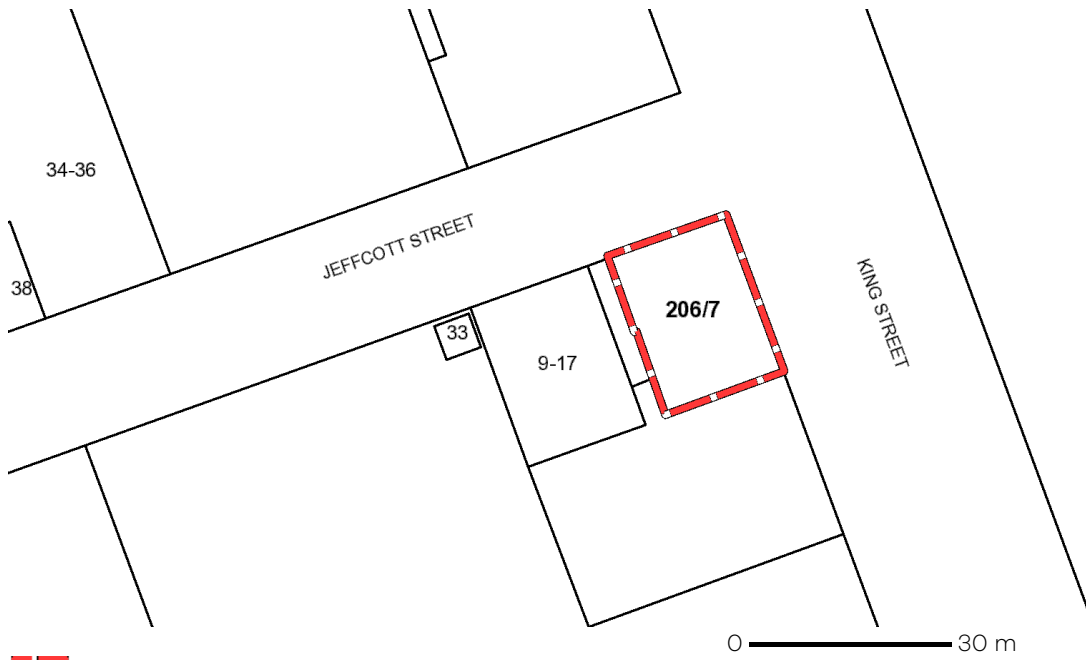
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

From www.planning.vic.gov.au at 16 March 2023 09:39 AM

PROPERTY DETAILS

Address: **206/7 JEFFCOTT STREET WEST MELBOURNE 3003**
Lot and Plan Number: **Lot 17 PS635606**
Standard Parcel Identifier (SPI): **17\PS635606**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **629855**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2E K2**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

OTHER

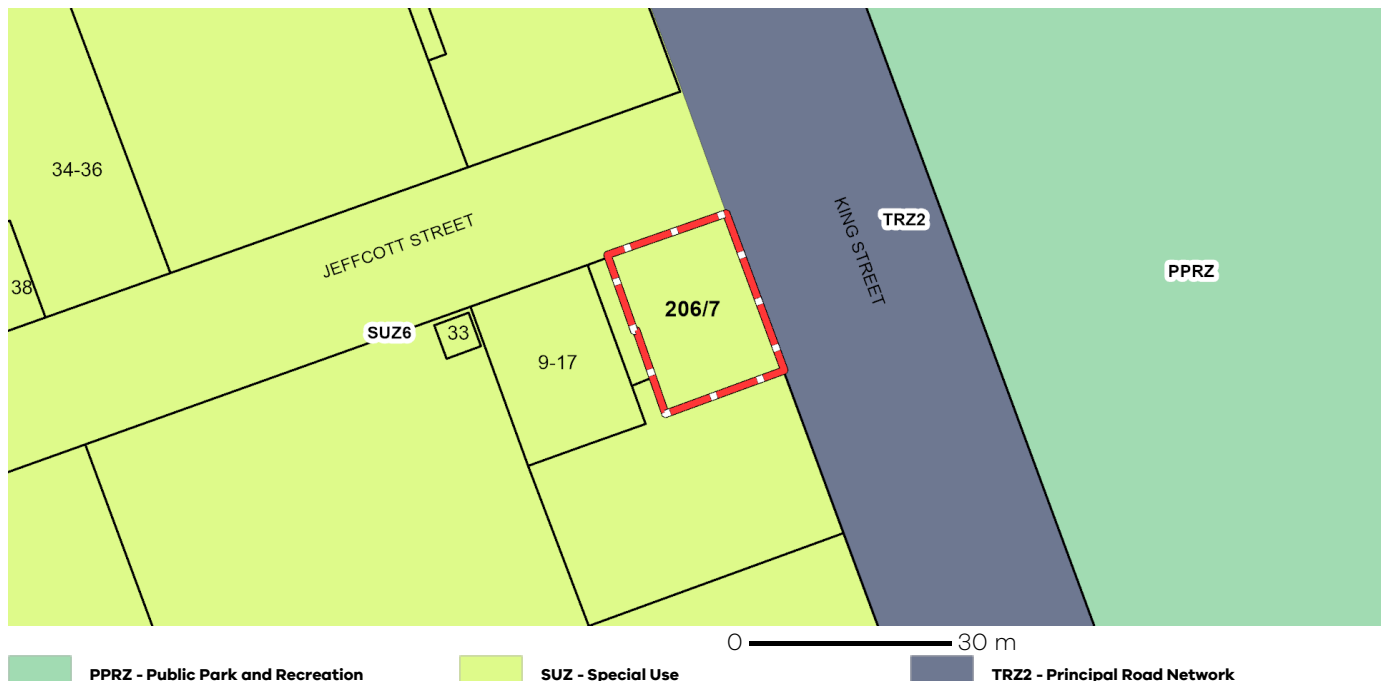
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 6 \(SUZ6\)](#)



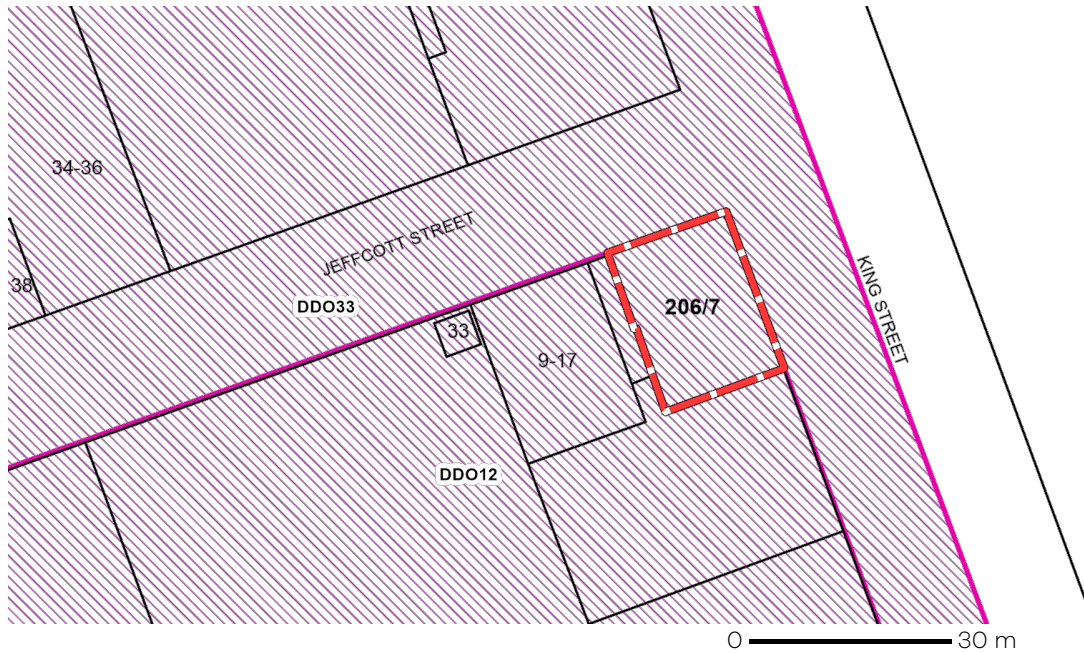
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

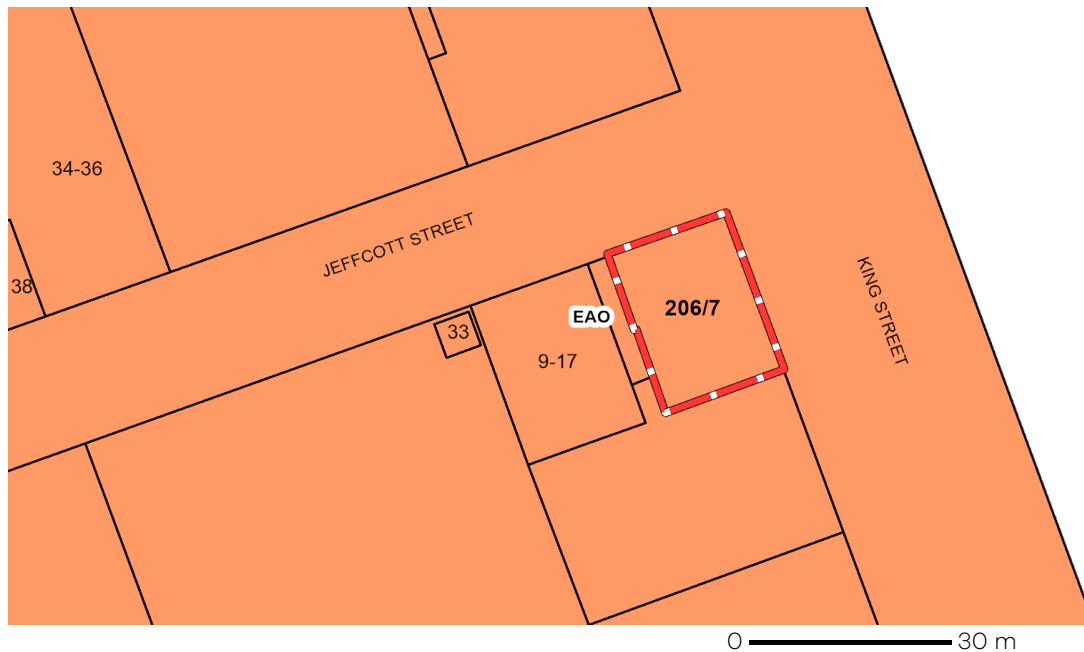
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 \(DDO12\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 33 \(DDO33\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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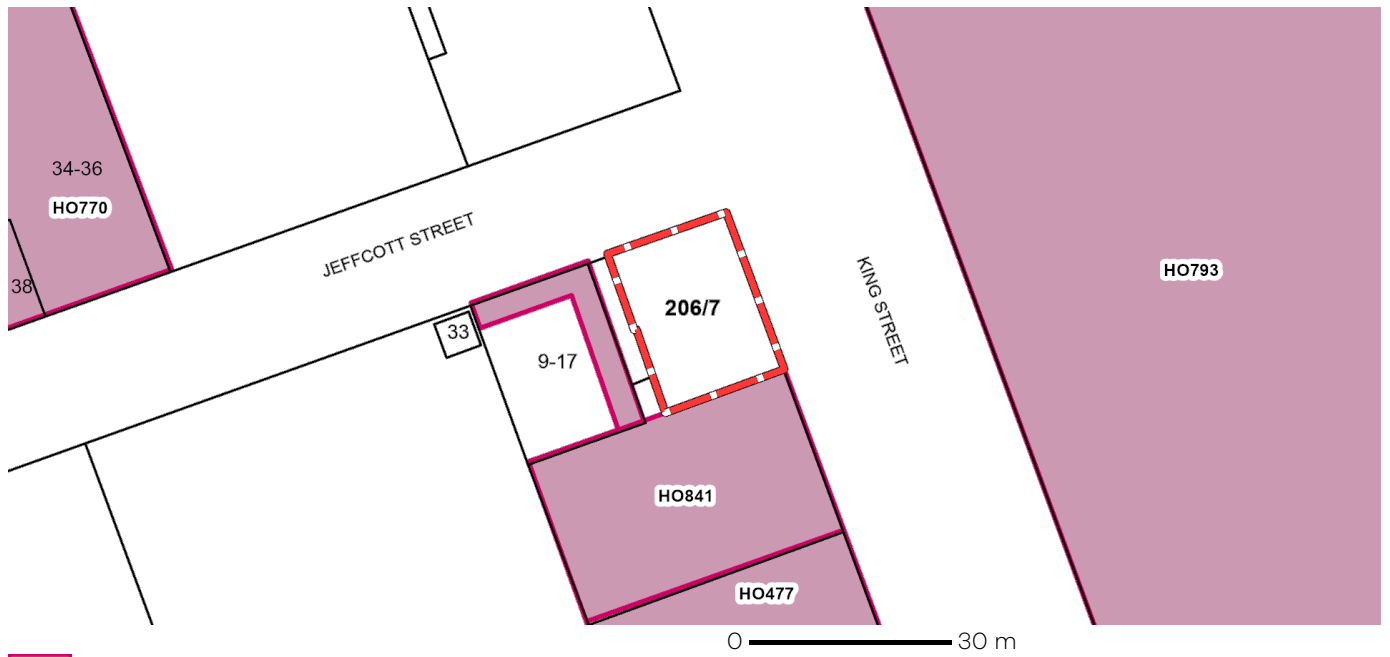
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO841)



HO - Heritage Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 14 SCHEDULE (PO14)



PO - Parking Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 8 March 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

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

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

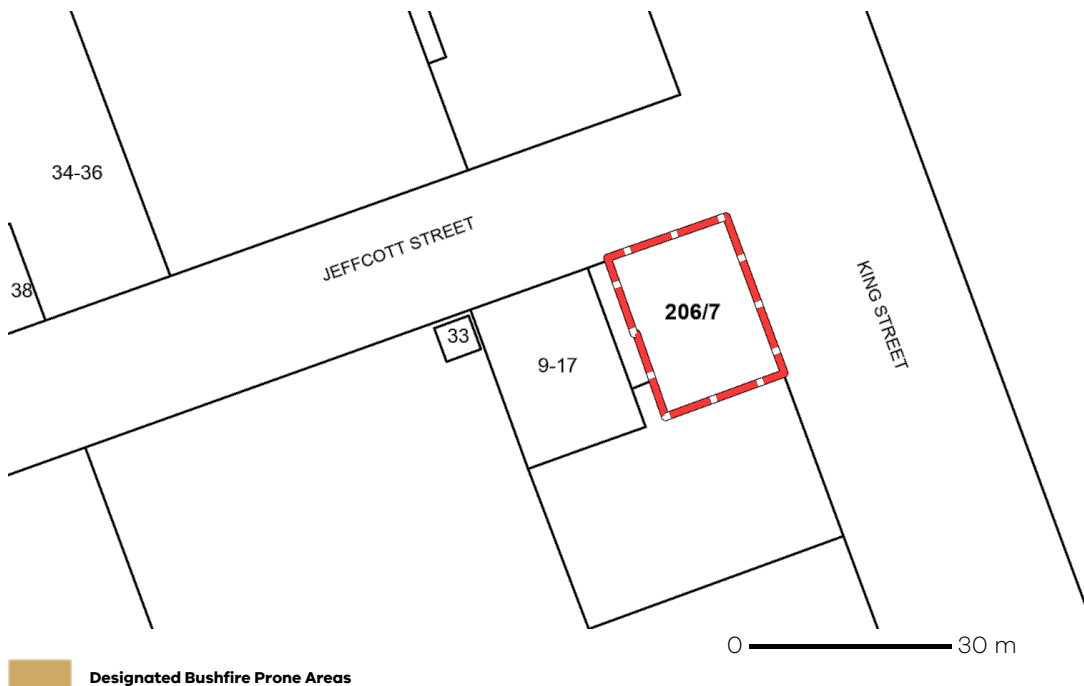
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 192536
DATE OF ISSUE: 16-Mar-2023
YEAR ENDING: 30-Jun-2023

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 206, Level 2, 7 Jeffcott Street, WEST MELBOURNE VIC 3003

Legal Description: Lot 17 PS635606V CT-11221/582

Valuation Date: 01-Jul-2022

Assessment No: 98143 1

Net Annual Value: 21,800 **Capital Improved Value:** 395,000 **Site Value:** 265,000

Owner recorded by Council: Azzurro Super Fund Pty Ltd

RATES AND CHARGES
for the period 01/07/2022 to 30/06/2023

	Balance Owing
General Rates	\$ 918.76
Fire Services Levy	\$ 476.98
Waste Services	\$ 150.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -1770.60

TOTAL DUE **\$ -224.86**

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not
accepted. Card payment
available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates




Biller code: 79616
Ref: 10981431

**Landata
DX250639 MELBOURNE**

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 68238564-018-9:191901

Authorised Officer _____

Updates on this certificate will only be provided for a period of 90 days

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / MUKUSHI LEGAL

Your Reference:	1861: AZZURRO SUPER FUNI
Certificate No:	61440346
Issue Date:	16 MAR 2023
Enquiries:	ESYSPROD

Land Address: UNIT 206, LEVEL 2, 7 JEFFCOTT STREET WEST MELBOURNE VIC 3003

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38180373	17	635606	12425	993	\$0.00

Vendor: AZZURRO SUPER FUND PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
AZZURRO SUPER FUND PTY LTD	2023	\$265,000	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$395,000
---------------------------	-----------

SITE VALUE:	\$265,000
--------------------	-----------

AMOUNT PAYABLE:	\$0.00
------------------------	---------------

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

Certificate No: 61440346

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$265,000

Calculated as \$0 plus (\$265,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 61440346

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 61440346

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 1416 4120

DATE OF ISSUE - 16/03/2023

APPLICATION NO.

1108424

LANDATA COUNTER SERVICES

YOUR REF.
68238564-027-1

SOURCE NO. 99904685210

PROPERTY: SUITE 206/7 JEFFCOTT STREET WEST MELBOURNE VIC 3003

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

The sum of eighty two dollars and thirty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	164.76	Quarterly	31/03/2023	123.57	41.19
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
TOTAL	246.36			205.17	41.19

Service charges owing to 30/06/2022	0.00
Service charges owing for this financial year	41.19
Adjustments	0.00
Current amount outstanding	41.19
Plus remainder service charges to be billed	41.19
BALANCE including unbilled service charges	82.38

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

Biller Code:	8789
Reference:	1252 1416 4120



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 1416 4120

DATE OF ISSUE - 16/03/2023

APPLICATION NO.

1108424

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are billed to the Owners Corporation.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1252 1416 4120

DATE OF ISSUE - 16/03/2023

APPLICATION NO.

1108424

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

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

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

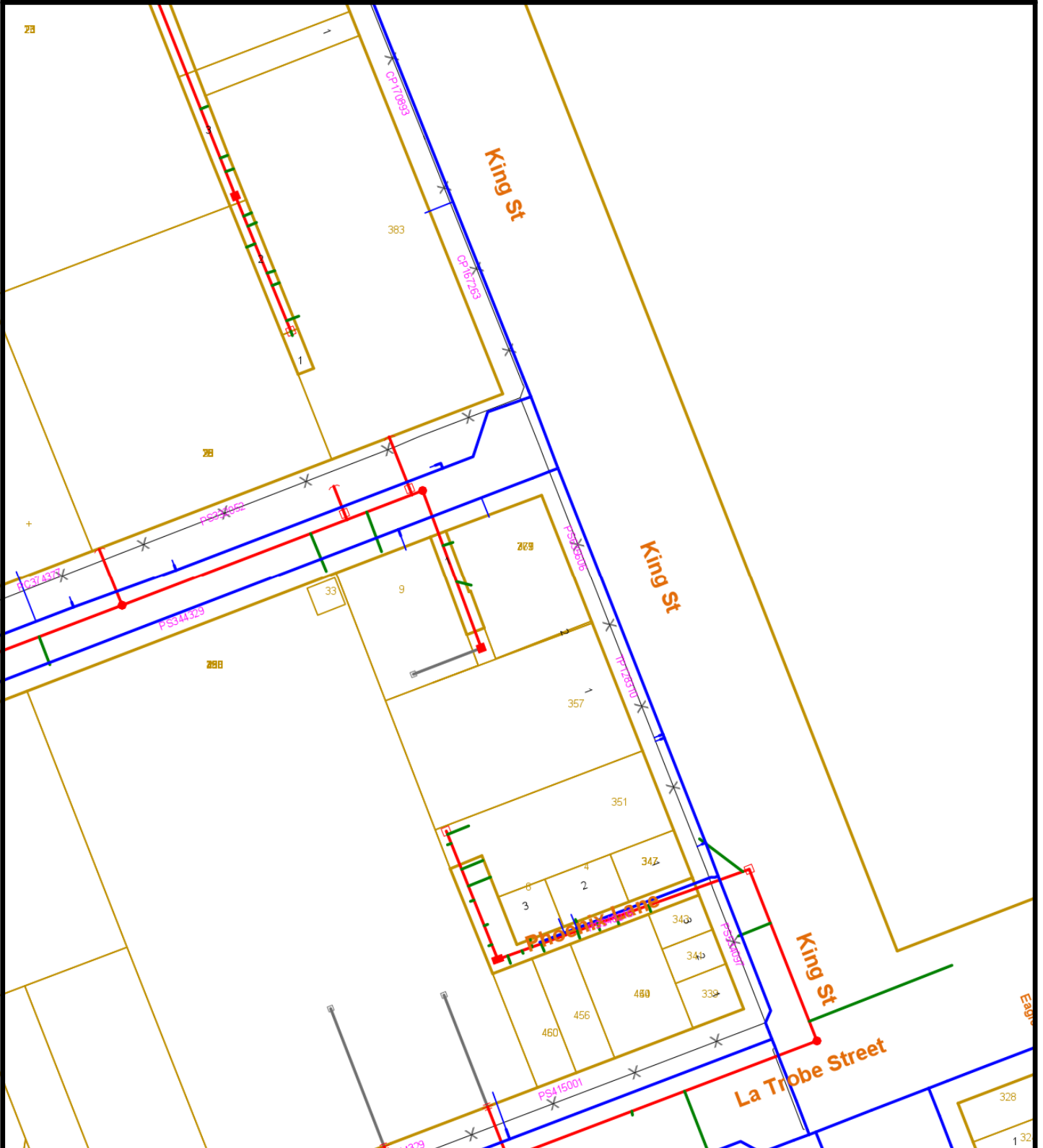
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

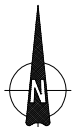
7 JEFFCOTT STREET MELBOURNE WEST 3003

Application No. 1108424



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 16/03/2023

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Fee Notice

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Tax Invoice

Issued 31/01/2023 on behalf of:

Owners Corporation on PS 635606V
 ABN 60126159257
 7 Jeffcott Street & 369-377 King Street
 WEST MELBOURNE VIC 3003

Azzuro Super Fund Pty Ltd
 31 Clive Street
 ST MARYS TAS 7215

for Lot 17 Unit 206
 Azzuro Super Fund Pty Ltd

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
 Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/03/2023	OC1 Contribution from 1/3/23 to 31/8/23	3,829.41	0.00	3,829.41
Total due in month		3,829.41	0.00	3,829.41

Total of this notice	3,829.41	(including \$348.13 GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	3,829.41	
Prepaid	0.00	
Total amount due	\$3,829.41	

Interest will be charged on any overdue fees/charges at an annual rate of 10%.
 The rate of interest has been calculated in accordance with the current rate under the
 Penalty Interest Rates Act 1983(Vic). This rate is subject to change.
 Cheques should be made payable to 'Owners Corporation on PS 635606V'

Levy Payment due 01/03/2023

LR Reed Pty Ltd is pleased to introduce Macquarie Direct Debit as a new payment opportunity for all lot owners.
 Please refer to the enclosed letter for further information.



DEFT
 PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Azzuro Super Fund Pty Ltd

Owners Corporation 635606V

Lot 17 Unit 206



*496 266188069 000120668



Billers code 96503



Pay over the Internet from your Bank account. Register at www.deft.com.au



Pay over the phone from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the Internet. Log onto www.deft.com.au or call 1300 301 090 and follow the instructions. A surcharge will be applicable if you use this option.



Pay by mailing this payment slip with your cheque to:

DEFT Payment Systems
 GPO Box 2174, Melbourne VIC 3001



Pay in-store at Australia Post.

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

L R Reed City

DEFT Reference Number

266188069000120668

Amount Due

\$3,829.41

Due Date

01/03/2023

Amount Paid

\$

Owners Corporation Fee Notice

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

(This page is part of the Fee Notice)

Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

Disputes

The *Owners Corporations Act 2006 (the Act)*, Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the [Consumer Affairs Victoria website <http://www.consumer.vic.gov.au/contact>](http://www.consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or visit the [Victorian Civil and Administrative Tribunal website <http://www.vcat.vic.gov.au>](http://www.vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mukushi Legal C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 354606

NO PROPOSALS. As at the 16th March 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 206, LEVEL 2 7 JEFFCOTT STREET, WEST MELBOURNE 3003
CITY OF MELBOURNE

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

Date of issue: 16th March 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68238564 - 68238564091016 '354606'