



NICHOLAS JAMES

**MARIA TAIT (née ROMEO), DOMENICO ROMEO & LUCIA GARGANO (née ROMEO)**  
Vendors

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 112 Melbourne Avenue, Glenroy 3046**

Nicholas James Lawyers  
Suite 6, Level 2, 902 Mt Alexander Road  
Essendon VIC 3040  
Tel: 9021 7400  
Fax: 9021 7401  
DX 33602 Essendon  
Ref: VC:FS:182957

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

## Contract of Sale of Real Estate

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

Property address 112 Melbourne Avenue, Glenroy 3046

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

### SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on 9/5/2018

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

MELISSA GUTHRIE

State nature of authority, if applicable:

DIRECTOR

This offer will lapse unless accepted within 1

clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

on 9/5/2018

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

MARIA TAIT, DOMENICO ROMEO AND LUCIA GARGANO

State nature of authority, if applicable:

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

You must advise the vendor or the vendor's agent in writing notice that you are ending the contract at the vendor's or the address of the vendor or the vendor's agent to be placed in the contract's main commission agent's cooling-off provision.

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

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in area 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 tenor;
- you are an estate agent or a corporate body.

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

## 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

Ray White Glenroy  
743 Pascoe Vale Road, Glenroy, VIC 3046

Email: [glenroy.vic@raywhite.com](mailto:glenroy.vic@raywhite.com)

Tel: 9300 2211

Mob:

Fax: 9300 2255

Ref:

#### Vendors

MARIA TAIT (née ROMEO), DOMENICO ROMEO and LUCIA GARGANO (née ROMEO)  
11 Amelia Crescent, Doncaster East, VIC 3109 Australia

Email: [marisa\\_tait@optusnet.com.au](mailto:marisa_tait@optusnet.com.au)

#### Vendor's legal practitioner or conveyancer

Nicholas James Lawyers

Suite 6, Level 2, 902 Mt Alexander Road, Essendon VIC 3040

PO Box 200, Essendon VIC 3040

DX: 33602 Essendon

Email: [fabio@njlawyers.com.au](mailto:fabio@njlawyers.com.au)

Tel: 9021 7400

Mob:

Fax: 9021 7401

Ref: VC:FS:182957

#### Purchaser

Name: GUTHRIE & ANDREW INVESTMENTS PTY LTD A TF  
GUTHRIE & ANDREW SUPERANNUATION FUND

Address: 21 WELLS ROAD, BEAUMARIS

ABN/ACN: 621 299 036

Email: [melissa@detailretail.com.au](mailto:melissa@detailretail.com.au)

#### Purchaser's legal practitioner or conveyancer

Name: TM CONVEYANCING SERVICES

Address: 63 SPICER STREET, BEAUMARIS

Email: [tmconveyancing@bigpond.com](mailto:tmconveyancing@bigpond.com)

Tel: = Mob: 0418 593 586 Fax: 9585 3636 Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 8779	Folio 869	1	84617

**Property address**

The address of the land is: 112 Melbourne Avenue, Glenroy Victoria 3046

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fittings and fixtures of a permanent nature.

**Payment** (general condition 11)

Price \$ 760,000

Deposit \$ 76,000 by (of which \$ has been paid)

Balance \$ 684,000 payable at settlement

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)

is due on the 9<sup>th</sup> day of September 2018

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are :

(\*only complete the one that applies. Check tenancy agreement/lease before completing details)

**Terms contract** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 14)

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

Lender:

Loan amount

Approval date:

This contract does not include any special conditions unless the words 'special conditions' appear in this box

Special conditions

# General Conditions

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

## Title

### 1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

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

(b) any reservations in the crown grant; and

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

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

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

### 2. VENDOR WARRANTIES

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

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries. 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. The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

### 3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

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

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

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

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

**5. CONSENTS**

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

**6. TRANSFER**

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

**7. RELEASE OF SECURITY INTEREST**

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

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

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must only use the vendor's date of birth for the purposes specified in condition 7.2; and

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

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

(a) a release from the secured party releasing the property from the security interest; or  
 (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or  
 (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that –  
 (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and  
 (ii) has a market value of not more than \$500 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or  
 (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or  
 (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

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

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

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of under security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.
- 8. 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.
- 9. GENERAL LAW LAND
  - 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
  - 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
  - 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
  - 9.4 The purchaser is taken to have accepted the vendor's title if:
    - (a) 21 days have elapsed since the day of sale; and
    - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
  - 9.5 The contract will be at an end if:
    - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
    - (b) the objection or requirement is not withdrawn in that time.
  - 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
  - 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.
- 10. SETTLEMENT
  - 10.1 At settlement:
    - (a) the purchaser must pay the balance; and
    - (b) the vendor must:
      - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
      - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
  - 10.2 The vendor's obligations under this general condition continue after settlement.
  - 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 11. PAYMENT
  - 11.1 The purchaser must pay the deposit:
    - (a) to the vendor's licensed estate agent; or
    - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
    - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
  - 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
    - (a) must not exceed 10% of the price; and
    - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
  - 11.3 The purchaser must pay all money other than the deposit:
    - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
    - (b) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

**14. LOAN**

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

**13. GST**

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

**12. STAKEHOLDING**

- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (a) in cash; or
- 11.4 At settlement, payments may be made or tendered:
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.



- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser: (a) immediately applied for the loan; and (b) did everything reasonably required to obtain approval of the loan; and (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. ADJUSTMENTS**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis: (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and (c) the vendor is taken to own the land as a resident Australian beneficial owner; and (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 16. TIME**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. SERVICE**
- 17.1 Any document sent by – (a) post is taken to have been served on the next business day after posting, unless proved otherwise; (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer: (a) personally; or (b) by pre-paid post; or (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised by email; or (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. NOMINEE**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. LIABILITY OF SIGNATORY**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.
- 20. GUARANTEE**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. NOTICES**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. INSPECTION**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

- (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.

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

**27. DEFAULT NOTICE**

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

**26. INTEREST**

**Default**

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

**25. BREACH**

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

**24. LOSS OR DAMAGE BEFORE SETTLEMENT**

- (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.

23.2 While any money remains owing each of the following applies:  
 (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;  
 (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;  
 (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;  
 (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;  
 (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

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

**23. TERMS CONTRACT**

**28. DEFAULT NOT REMEDIED**

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:

- (i) retain the property and sue for damages for breach of contract; or
- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

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

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

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

## Special Conditions

1	Interpretation and Definitions
1.1	The following words have these meanings in this Contract unless the contrary intention appears: <i>Guarantee</i> means the guarantee and indemnity annexed to this Contract. <i>Vendor's Statement</i> means the statement made by the Vendor under Section 32 of the <i>Sale of Land Act 1962</i> , a copy of which is attached to this Contract.
1.2	In this Contract, unless the context otherwise requires: (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires; (b) an obligation of two or more parties shall bind them jointly and severally; (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; (d) a reference to: (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority; (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns; (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.
2	<b>Auction Rules</b>
2.1	The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.
2.2	The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".
2.3	Within 15 minutes after the fall of the hammer the successful bidder must: (a) sign this Contract; (b) pay the deposit set out in this Contract; and (c) arrange for all persons to sign the Guarantee as required under this Contract.
2.4	If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have: (a) any right of action against the Vendor or the Vendor's agent; or (b) any interest in the property, whether legal or equitable.
3	<b>Acknowledgment</b>
3.1	The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale: (a) a copy of this Contract; (b) a Vendor's Statement (signed by the Vendor); and (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the <i>Estate Agents Act 1980</i> .
4	<b>Whole Contract</b>
4.1	The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that: (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled; (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;

5	Measurements	5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.
6	Planning Restrictions	6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.
7	Condition of Property	7.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation. 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale. 7.3 The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground. 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing. 7.5 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the day of sale in respect of all orders or requirements under the building regulations. 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.
8	Deposit Held Under Sale of Land Act	8.1 The deposit must be paid to the Vendor's solicitors or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the Sale of Land Act 1962. 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's solicitors. 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's solicitors as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the Banking Act 1959 until it is released pursuant to section 27 of the Sale of Land Act. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the Income Tax Assessment Act may be appropriated in accordance with that Act.
9	Indemnity	9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.
10	Default	10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred: (a) The remedy by the Purchaser of the default.

(c) notwithstanding the generally of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and

(d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

11	Default Interest	<p>(b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including the payment by the Purchaser of all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.</p> <p>(c) Payment of the Vendor's solicitors' reasonable legal costs (on a solicitor/client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.</p> <p>(d) Payment of interest under the following special condition.</p>
11.1		<p>If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the <i>Penalty Interest Rates Act 1983</i> on the amount in default from the time it fell due until the default ceases.</p>
12	Waiver	
12.1		<p>The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.</p>
13	Purchaser to Procure Execution of a Guarantee	
13.1		<p>If the Purchaser is or includes a company or a corporation (as those words are defined in the <i>Corporations Act 2001</i>) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:</p> <p>(a) immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and</p> <p>(b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's solicitors and to be in substantially the same form as the Guarantee and indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.</p>
14	Substituted Purchaser	
14.1		<p>The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Vendor upon the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER UPON the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:</p> <p>(a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.</p> <p>(b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.</p> <p>(c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.</p> <p>(d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to:</p> <p>(i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and</p> <p>(ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.</p> <p>The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.</p>
15	Foreign Acquisitions and Takeovers Act 1975	
15.1		<p>If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the <i>Foreign Acquisitions &amp; Takeovers Act 1975</i> or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the <i>Foreign Acquisitions &amp; Takeovers Regulations</i> to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.</p>

15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

16 Chateaus  
16.1 Property in the chateaus passes to the Purchaser upon payment of the price.  
16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chateaus.

17 No Merger  
17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

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

19 Foreign resident capital gains withholding  
19.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning this special condition unless the context requires otherwise.  
19.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.  
19.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).  
19.4 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. The vendor must pay to the purchaser the amount such part of the amount as is represented by non-monetary consideration.  
19.5 The purchaser must:  
(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and  
(b) ensure that the representative does so.

19.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:  
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;  
(b) promptly provide the vendor with proof of payment; and  
(c) otherwise comply, or ensure compliance with, this special condition; despite  
(d) any contrary instructions, other than from both the purchaser and the vendor; and  
(e) any other provision in this contract to the contrary.

19.7 The representative is taken to have complied with the obligations in special condition 19.6 if:  
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and  
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

19.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

19.9 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.

19.10	The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
20	<b>Amendment of General Conditions</b>
20.1	These General Conditions are amended as follows: (a) General Condition 11.6 is deleted completely and replaced with: "At settlement, the purchaser must pay the fees on all cheques drawn on an authorised deposit-taking institution".
21	<b>Electronic Conveyancing</b>
	Settlement and lodgment will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 21 applies, if the box is marked "EC".
21.1	This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
21.2	A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
21.3	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.
21.4	The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
21.5	The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
21.6	Settlement occurs when the workspace records that:
(a)	the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(b)	if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
21.7	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 21.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
21.8	Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
21.9	The vendor must before settlement:
(a)	deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
(b)	direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
(c)	deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
(d)	direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
21.10	The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**RULES FOR THE CONDUCT OF  
PUBLIC AUCTIONS OF LAND**

SCHEDULE 1

**Sale of Land Regulations 2005**



**AUCTION RULES**

**Annexure A**

## Annexure B

### GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser"), the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
  - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
  - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
  - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
  - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

SCHEDULE

GUARANTOR:

Name:

ANTHIE & ANDREW INVESTMENTS PTY LTD

Address:

21 WELLS ROAD, BEAUMARIS VIC 3193

GUARANTOR:

Name:

.....

Address:

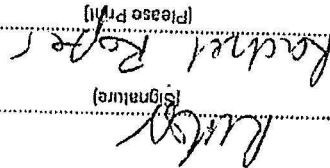
.....

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

  
[Signature]

Witness

[Signature]

  
[Please Print]

(Name of Witness)

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

[Signature]

Witness

[Signature]

[Please Print]

(Name of Witness)

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

[Signature]

Witness

[Signature]

[Please Print]

(Name of Witness)

Nicholas James Lawyers  
Suite 6, Level 2, 902 Mt Alexander Road  
Essendon VIC 3040  
Tel: 9021 7400  
Fax: 9021 7401  
DX 33602 Essendon  
Ref: VC:FS:182957

112 Melbourne Avenue, Glenroy Victoria 3046  
Property

---

VENDOR'S STATEMENT

---

MARIA TAIT (née ROMEO), DOMENICO ROMEO & LUCIA GARGANO (née ROMEO)  
Vendors

NICHOLAS JAMES  
LAWYERS



**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 certificates.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to 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): -

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 within the meaning of regulations made under 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

Participants 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

Participants 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.

Not Applicable.

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 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 (a) 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 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date); and  
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.)*

is attached.

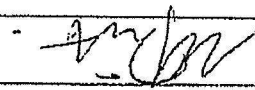
**13. ATTACHMENTS**

Please see attached certificates and searches

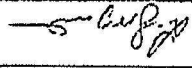
# Vendor Statement

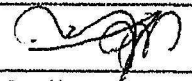
The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature. The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land 112 Melbourne Avenue, Glenroy 3046

Vendor's name Maria Tall (nee Romeo)  
 Vendor's signature   
 Date 9/5/18

Vendor's name Domenico Romeo  
 Vendor's signature   
 Date 9/5/18

Vendor's name Lucia Gargano (nee Romeo)  
 Vendor's signature   
 Date 9/5/18

Purchaser's name GITHRIZI & ANIKEN INVESTMENTS PTY LTD  
 Purchaser's signature   
 Date 9/5/18

Purchaser's name  
 Purchaser's signature  
 Date / /





Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of**

VOLUME 08779 FOLIO 866

**LAND DESCRIPTION**

Lot 1 on plan of subdivision 084617.

PARENT TITLES :  
Volume 08580 Folio 241  
Created by instrument LP084617 15/07/1969

**REGISTERED PROPRIETOR**

Estate Fee Simple

Joint Proprietors

MARIA ROMEO

DOMINICO ROMEO

LUCIA ROMEO all of 110A MELBOURNE AVE GLENROY  
U071393T 05/02/1996

**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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP084617 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: 112 MELBOURNE AVENUE GLENROY VIC 3046

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	plan
Document Identification	LP084617
Number of Pages (excluding this cover sheet)	2
Document Assembled	23/03/2018 14:21

## Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

CERTIFICATE OF TITLE V. 8580 F. 241

LOGGED BY MORRISON, TEARE & BURNELL

DATE 25.3.68

DECLARED BY R. BOGALSKY 23.5.68

CONSENT OF COUNCIL CITY OF BROADMEADOWS

12.8.68

PLAN APPROVED DATE 26.5.69 TIME 3.15

THE LAND COLOURED BLUE  
IS APPROPRIATED  
OR SET APART FOR  
BASEMENTS OF DRAINAGE & SEWERAGE.

LP ..... 84017  
BACK OF SHEET .....



REGISTRY OF BIRTHS  
DEATHS AND MARRIAGES

I hereby certify that this is a true copy of particulars recorded in a Register in the State of Victoria, in the Commonwealth of Australia.

THE BACK OF THIS DOCUMENT CONTAINS A HISTORY OF CHANGES OF NAME AND CORRECTIONS.  
Before accepting copies, sight unaltered original. The original has a coloured background.

12. Endorsement(s)		Not any	
11. Date of Registration		4 June 2014	
10. Celebrant Name Registration Number		Jane Austin A13700	
9. Witnesses to Marriage		Daniel Benjamin TAIT Marc Anthony ROSATO	
8. Mother's Maiden Name in Full		Barbara Mae SHERWIN Grazia FEDERICO	
7. Father's Name in Full		John Edwin TAIT Francesco ROMEO	
6. Place of Birth		Box Hill, VIC Melbourne, VIC	
5. Date of Birth		11 October 1960 10 January 1961	
4. Conjugal Status		Divorced Divorced	
3. Usual Place of Residence		11 Amelia Crescent Doncaster East VIC 11 Amelia Crescent Doncaster East VIC	
2. Given Name(s)		Gary John Maria	
1. Surname		TAIT ROMEO	
		Bridegroom Bride	

Marriage was solemnised in accordance with the Marriage Act 1961 between the parties named below on the eleventh day of May 2014 at All Smiles, 250 Sorrento Ocean Beach, Sorrento

MARRIAGE CERTIFICATE

BIRTHS, DEATHS AND MARRIAGES REGISTRATION ACT 1996

VICTORIA  
AUSTRALIA

REGISTRATION NUMBER  
44654/2014

# Certificate of Marriage

I, FR. JOSEPH GRECH

having authority under the Marriage Act 1961 to solemnize marriages, hereby certify that I have this day at

St. Monica's Morris Road Victoria.

duly solemnized marriage in accordance with the provisions of that Act and according to

the rites of THE CATHOLIC CHURCH.

between SEBASTIANO CARRANO

and KUCIA ROMEO

in the presence of the undersigned witnesses.

DATED this SIXTH day of DECEMBER, 1966.

Signature of Celebrant

[Signature]

Signatures of Parties to the Marriage

[Signature]  
BRIDE GROOM  
[Signature]  
BRIDE

Signatures of Witnesses

[Signature] WITNESS  
[Signature] WITNESS

# PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

505833

APPLICANT'S NAME & ADDRESS

NICHOLAS JAMES LAWYERS C/- INFOTRACK C/- LANDATA  
MELBOURNE

VENDOR

ROMEO, LUCIA

PURCHASER

REFERENCE

355574

This certificate is issued for:

LOT 1 PLAN LP84617 ALSO KNOWN AS 112 MELBOURNE AVENUE GLENROY  
MORELAND CITY

The land is covered by the:

MORELAND PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1  
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

(<http://planning.schemes.dpcd.vic.gov.au/schemes/moreland>)

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

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

Additional site-specific controls may apply.

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

The above information includes all  
checked carefully.

The Planning Scheme Ordinance should be  
checked carefully.

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

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

27 March 2018

Hon. Richard Wynne MP  
Minister for Planning

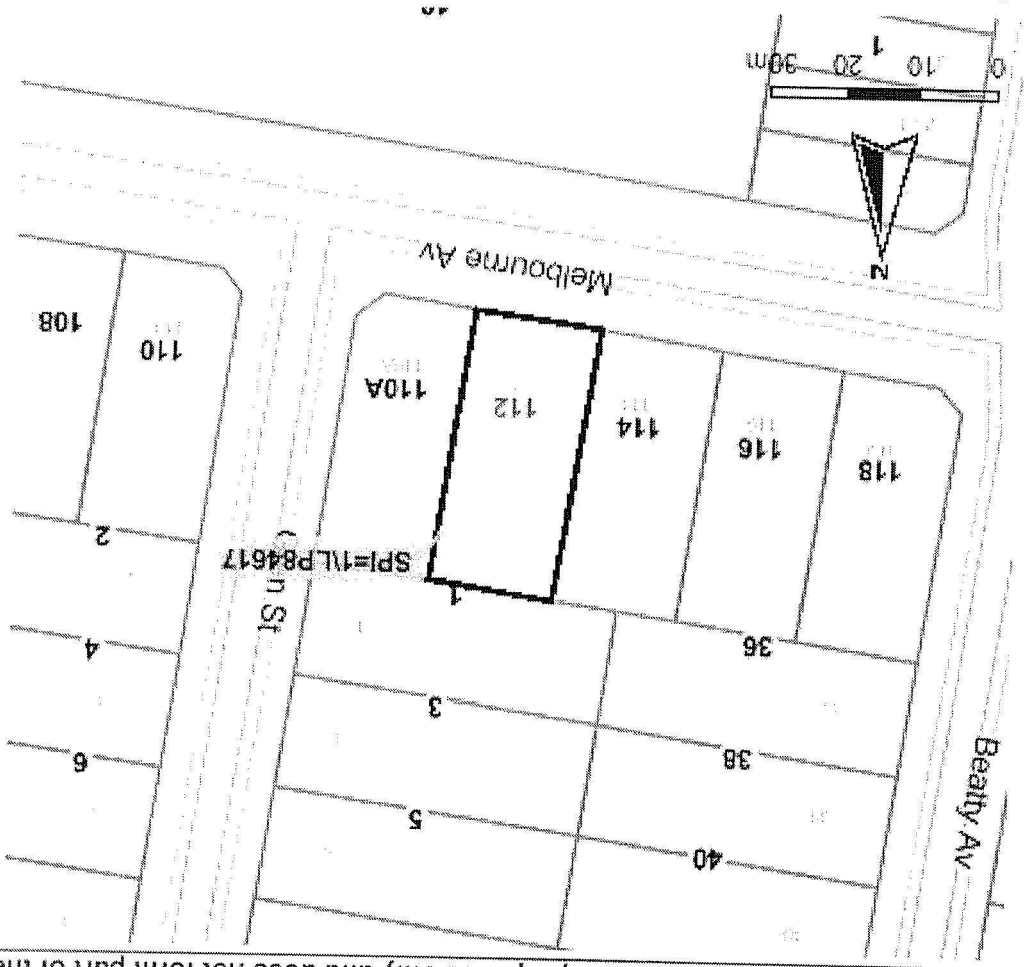


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au).

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

Privacy Statement

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



# Designated Bushfire Prone Areas

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 23 March 2018 11:31 AM

Address: 112 MELBOURNE AVENUE GLENROY 3046

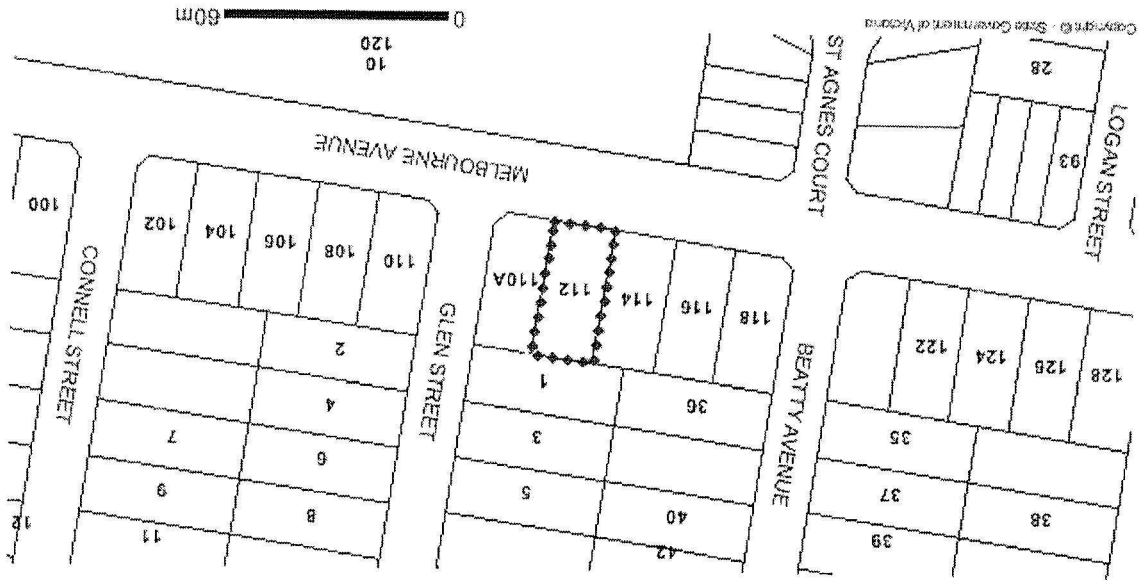
Lot and Plan Number: Lot 1 LP84617

Local Government (Council): MORELAND Council Property Number: 52601

Directory Reference: Melway 16 J2

This special bushfire construction requirements apply. Planning provisions may apply.

## Designated Bushfire Prone Area Map



## Bushfire Prone Area Legend

+++++ Railway  
+ + + + + Tram  
~~~~~ River, stream  
Lake, waterbody

----- Bushfire Prone Area  
..... Selected Land

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](http://Planning Schemes Online)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

Copyright © - State Government of Victoria

Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-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 32(2)(dc) of the Sale of Land 1962 (Vic).





Moreland City Council  
Locked Bag 9, Moreland VIC 3058

### VALUATION AND RATE NOTICE

For the period 1 July 2017 to 30 June 2018

City Centre 50 Bell Street  
Melbourne VIC 3000  
Telephone (03) 9240 1111  
Facsimile (03) 9240 1212  
TTY 133 677  
Website www.moreland.vic.gov.au  
Email info@moreland.vic.gov.au  
ABN 46 202 010 727

### TAX INVOICE

ASSESSMENT NUMBER  
**1525885**

DATE OF ISSUE  
**21/08/2017**

payable by  
**\$481.93**

02 October, 2017

Any arrears shown on this notice  
are payable immediately

L Romeo and M Romeo and D Romeo  
110A Melbourne Avenue  
GLENROY VIC 3046



038246  
R3 298

Property Address 112 Melbourne Avenue, GLENROY VIC 3046

Property Description Lot 1

|                         |            |
|-------------------------|------------|
| Level of Valuation Date | 01/01/2016 |
| Site Value              | \$485,000  |
| Capital Improved Value  | \$500,000  |
| Net Annual Value        | \$25,000   |
| AVPCC                   | 110        |

Residential Rate 500,000 x 0.0025681  
Residential FSP/L Fixed Charge \$107.00  
FSP/L Levy Rate \$28.00  
Waste Charge 160 litre \$502.88

### Balance Of Rates & Charges

\$1,921.93



Victorian Fire Services Property Levy  
Land use classification: Residential

Four instalments  
Ten Monthly Instalments (Council Invoiced Direct Debits Only)

| DUPLICATE           | DUPLICATE          | DUPLICATE          | DUPLICATE          |
|---------------------|--------------------|--------------------|--------------------|
| AMOUNT              | AMOUNT             | AMOUNT             | AMOUNT             |
| 21/01/2017 \$481.93 | 17-Sep-17 \$193.93 | 15-Feb-18 \$192.00 | 15-Mar-18 \$192.00 |
| 30/11/2017 \$480.00 | 15-Oct-17 \$192.00 | 15-Apr-18 \$192.00 | 15-May-18 \$192.00 |
| 28/02/2018 \$480.00 | 15-Nov-17 \$192.00 | 15-Jun-18 \$192.00 |                    |
| 31/05/2018 \$480.00 | 17-Dec-17 \$192.00 |                    |                    |
|                     | 15-Jan-18 \$192.00 |                    |                    |

Scan this QR Code to  
register for e-Notices or go to  
morelandformsport.com.au



Lockrow Street  
 Mitcham Victoria 3102

Private Bag 1  
 Mitcham Victoria 3102

DX 13264

F (03) 8073 1053

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



27th March 2018

Nicholas James Lawyers C/- InfoTrack C/-  
 LANDATA

Dear Nicholas James Lawyers C/- InfoTrack C/-,

**RE: Application for Water Information Statement**

|                             |                                                     |
|-----------------------------|-----------------------------------------------------|
| Property Address:           | 112 MELBOURNE AVENUE GLENROY 3046                   |
| Applicant                   | Nicholas James Lawyers C/- InfoTrack C/-<br>LANDATA |
| Information Statement       | 30374248                                            |
| Conveyancing Account Number | 7959580000                                          |
| Your Reference              | 355574                                              |

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

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Steve Lennox  
 GENERAL MANAGER  
 RETAIL SERVICES



Yarra Valley Water Encumbrance

|                  |                                   |
|------------------|-----------------------------------|
| Property Address | 112 MELBOURNE AVENUE GLENROY 3046 |
|------------------|-----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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



**Melbourne Water Encumbrance**

|                  |                                   |
|------------------|-----------------------------------|
| Property Address | 112 MELBOURNE AVENUE GLENROY 3046 |
|------------------|-----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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

YARRA VALLEY WATER  
 POB 50 303 303 VIC  
 LUCKNOW STREET  
 MITCHEAM VICTORIA 3132  
 Private Bag 1  
 MITCHEAM VICTORIA 3132  
 VIC 3132  
 DX 13264  
 # (03) 9070 1355  
 E enquiry@yvw.com.au  
 yvw.com.au

**Yarra Valley Water  
Information Statement  
Number: 30374248**

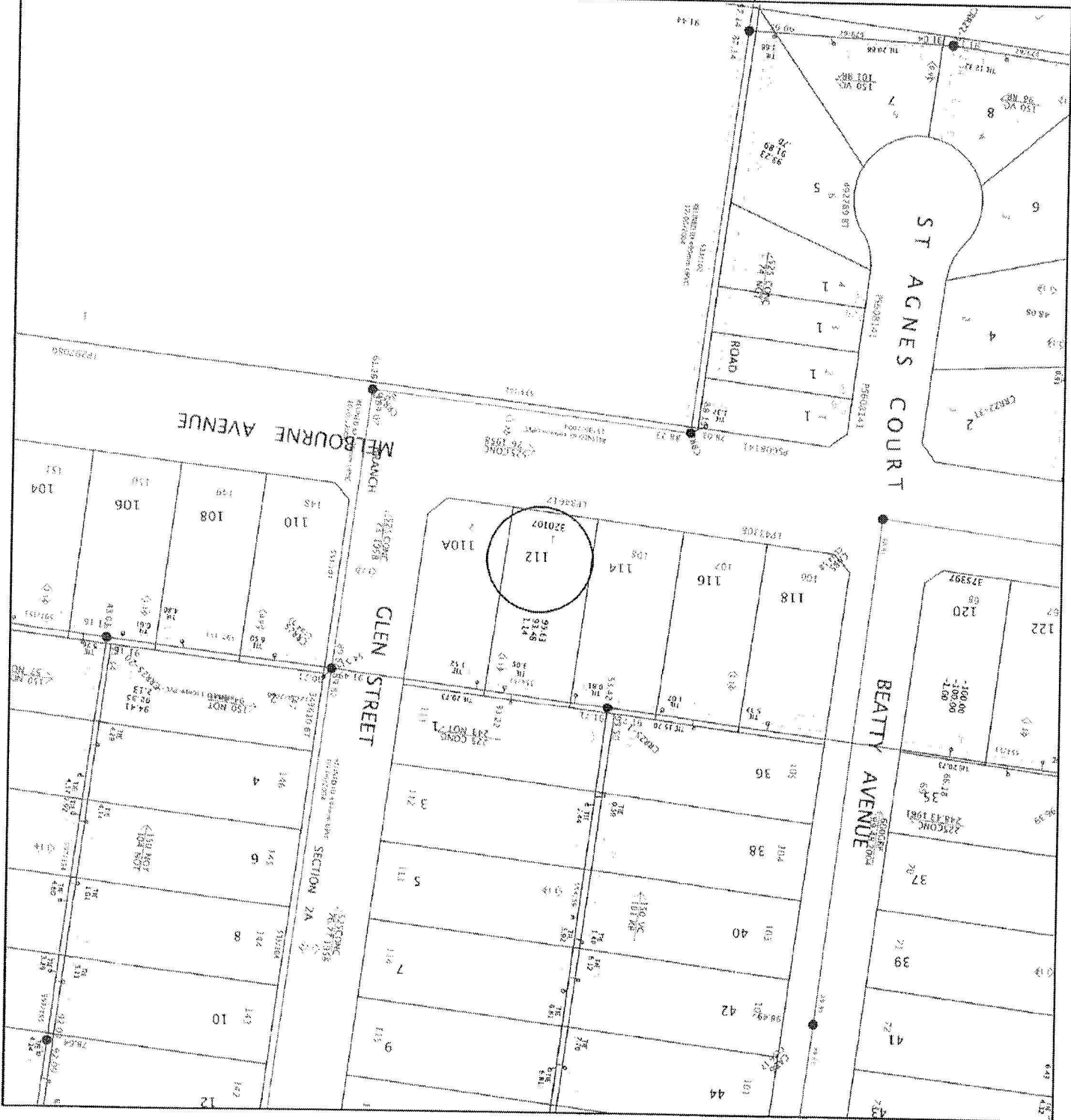
**Address** 112 MELBOURNE AVENUE GLENROY 3046  
**Date** 27/03/2018  
**Scale** 1:1000



ABN 93 066 902 501

|  |                         |
|--|-------------------------|
|  | Existing Title          |
|  | Access Point Number     |
|  | Sewer Manhole           |
|  | Sewer Pipe Flow         |
|  | Sewer Offset            |
|  | Sewer Branch            |
|  | Proposed Title          |
|  | Sewer Manhole           |
|  | Centreline              |
|  | MW Drainage Underground |
|  | MW Drainage Manhole     |
|  | MW Drainage Natural     |
|  | Waterway                |

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



Lukenaw Street  
Miltonham Victoria 3132

Private Bag 1  
Miltonham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au

yvw.com.au

Nicholas James Lawyers C/- InfoTrack C/-  
LANDATA  
certificates@landata.vic.gov.au

**RATES CERTIFICATE**

Account No: 8344450000

Rate Certificate No: 30374248

Date of Issue: 27/03/2018  
Your Ref: 355574

With reference to your request for details regarding:

|                  |                                     |
|------------------|-------------------------------------|
| Property Address | 112 MELBOURNE AVE, GLENROY VIC 3046 |
| Lot & Plan       | 1\LP84617                           |
| Property Number  | 1188932                             |
| Property Type    | Residential                         |

| Agreement Type                                  | Period                                         | Charges | Outstanding |
|-------------------------------------------------|------------------------------------------------|---------|-------------|
| Residential Water Service Charge                | 01-01-2018 to 31-03-2018                       | \$43.86 | \$0.00      |
| Residential Water Usage Charge                  | 23-11-2017 to 26-02-2018                       | \$84.60 | \$0.00      |
| Estimated Average Daily Usage \$0.90            |                                                |         |             |
| Step 1 - 32.000000KL x \$2.6436000 = \$84.60    |                                                |         |             |
| Residential Sewer Service Charge                | 01-01-2018 to 31-03-2018                       | \$87.98 | \$0.00      |
| Residential Sewer Usage Charge                  | 23-11-2017 to 26-02-2018                       | \$39.14 | \$0.00      |
| Estimated Average Daily Usage \$0.42            |                                                |         |             |
| 32.000000KL x 0.663292 = 21.225344 x 0.900000 = |                                                |         |             |
| 19.102810 x \$2.0487000 = \$39.14               |                                                |         |             |
| Parks Fee                                       | 01-07-2017 to 30-06-2018                       | \$75.85 | \$0.00      |
| Drainage Fee                                    | 01-01-2018 to 31-03-2018                       | \$24.38 | \$0.00      |
| Other Charges:                                  |                                                |         |             |
| Interest                                        | No interest applicable at this time            |         |             |
|                                                 | No further charges applicable to this property |         |             |
| Balance Brought Forward                         |                                                |         | \$0.00      |
| Total Due                                       |                                                |         | \$0.00      |

**IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS**

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

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

GENERAL MANAGER  
RETAIL SERVICES

Note:  
1. Invoices generated with Residential Water Usage during the period 01/07/2017 - 30/09/2017 will include a Government Water Rebate of \$100.  
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

5. Any deferred property debt is included in the arrears figures.

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

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

8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre

10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

YARRA VALLEY WATER  
 K&M 03 438 400 100  
 Locksaw Street  
 Mitcham Victoria 3132  
 Private Bag 1  
 Mitcham Victoria 3132  
 PO 13204  
 F (03) 9812 1353  
 E enquiry@yvw.com.au

Property No: 1188932

Address: 112 MELBOURNE AVE, GLENROY VIC 3046

Water Information Statement Number: 30374248



HOW TO PAY

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



Billier Code: 344366  
 Ref: 83444500002



| Amount Paid          | Date Paid            | Receipt Number       |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1188932

Address: 112 MELBOURNE AVE, GLENROY VIC 3046

Water Information Statement Number: 30374248

Cheque Amount: \$



Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9972 1353

E enquiry@yvw.com.au

yvw.com.au



### Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement. Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day. There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

### Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

### Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: [support@pexa.com.au](mailto:support@pexa.com.au)

[VicRoads Certificate] # 27863282 - 27863282142058 , 355574 ,

Telephone enquiries regarding content of certificate: 13 11 71

Date of issue: 23rd March 2018

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.

112 MELBOURNE AVENUE, GLENROY 3046  
CITY OF MORELAND

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

NO PROPOSALS. As at the 23rd March 2018, 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.

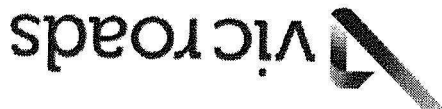
Client Reference: 355574

Nicholas James Lawyers C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

The search results are as follows:

## ROADS PROPERTY CERTIFICATE

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



# 2018 Land Tax Assessment Notice

For land held in joint ownership

64N 76 278 195 321



MS MARIA MARISA ROSATO  
11 AMELIA CRESCENT  
DONCASTER EAST VIC 3109

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:  
MR DOMENICO ROMEO  
MS LUCIA GARGANO  
MS MARIA MARISA ROSATO



029

CUSTOMER NUMBER: 052102029  
QUOTE THIS NUMBER IF YOU CONTACT US

ASSESSMENT NUMBER: 20650160  
YOUR ASSESSMENT NUMBER CHANGES EVERY YEAR

ISSUE DATE: 23 MAR 2018

TOTAL PAYABLE: \$745.00

INTEREST IS CHARGED ON LATE PAYMENTS

THERE ARE 2 WAYS TO PAY YOUR LAND TAX:

1 IN FULL

FULL PAYMENT DUE BY 3 AUG 2018

2 OR PAY BY INSTALMENTS

|              |          |                    |             |
|--------------|----------|--------------------|-------------|
| INSTALMENT 1 | \$186.25 | DUE AND PAYABLE BY | 20 APR 2018 |
| INSTALMENT 2 | \$186.25 | DUE AND PAYABLE BY | 6 JUL 2018  |
| INSTALMENT 3 | \$186.25 | DUE AND PAYABLE BY | 27 SEP 2018 |
| INSTALMENT 4 | \$186.25 | DUE AND PAYABLE BY | 7 DEC 2018  |

Each instalment payment must be paid by the corresponding due date. If payment is late, all outstanding amounts will be due and payable by the total payable due date.

## How is land tax calculated?

It is calculated annually by applying the land tax rate to the total value of your taxable land, as at midnight on 31 December each year.

[src.vic.gov.au/landtaxrate](http://src.vic.gov.au/landtaxrate)

*Paul Broderick*  
Paul Broderick  
Commissioner of State Revenue

PAY IN FULL BY THE DUE DATE (OR RELEVANT INSTALMENT DATE) USING ONE OF THESE PAYMENT METHODS:

**WESTPAC**

WESTPAC  
Newest Banking Concepts

Pay in person at any Westpac branch  
Take this notice and quote:

000000 4501 170110

**BPAY VIEW**

BPAY VIEW

Receive, view and pay your assessment online  
[src.vic.gov.au/bpayview](http://src.vic.gov.au/bpayview)

**CARD**

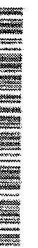
Card

Use or Mastercard only  
Pay via our website or phone 13 21 61  
Merchant fees apply  
[src.vic.gov.au/paylandtax](http://src.vic.gov.au/paylandtax)

**BPAY**

BPAY

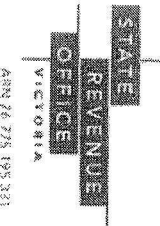
Make this payment via internet or phone banking



Statement of lands for period 1 January 2018 to 31 December 2018

Assessment number: 20650160

Lands owned as at midnight 31 December 2017



| M                          | ADDRESS/MUNICIPALITY                            | LAND ID/ REFERENCES   | SINGLE HOLDING TAX† | PROPORTIONAL TAX†† | TAXABLE VALUE    |
|----------------------------|-------------------------------------------------|-----------------------|---------------------|--------------------|------------------|
|                            | 112 MELBOURNE AVE, GLENROY,<br>3046<br>MORELAND | 006215184<br>1 L84617 | \$745.00            | \$745.00           | \$485,000        |
| <b>TOTAL TAXABLE VALUE</b> |                                                 |                       |                     |                    | <b>\$485,000</b> |

## Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

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.

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

## **Land boundaries**

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.

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

## **Soil and groundwater contamination**

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.

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

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?

### ***Can you build new dwellings?***

Do you understand your obligations to manage weeds and pest animals?

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

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.

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

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

## **Rural properties**

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

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

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.

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

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.

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

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.

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

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.

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.

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

## Planning controls

## 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.



