

MELBOURNE CONVEYANCING

Important notice to interested purchasers

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Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 4/ 517 Ballarat Road ALBION VIC 3020

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 the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing **KHRYS LAMVERT CASTILLO LAZATIN and ASHLEE SHANNON LAZATIN (FORMERLY NAME ASHLEE SHANNON DE LEON)**

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

BIGGIN & SCOTT SUNSHINE
3/473 Ballarat Road SUNSHINE VIC 3020

Tel: 9311 8188 Fax: Ref: KEVIN NGUYEN Email: knguyen@bigginscott.com.au

VENDOR

**KHRY S LAMVERT CASTILLO LAZATIN and ASHLEE SHANNON
LAZATIN (FORMERLY NAME ASHLEE SHANNON DE LEON)**

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Melbourne Conveyancing Pty Ltd
of 57 Theodore Street, ST ALBANS 3021

Tel: 03 9364 6111 Fax: 03 9923 6095 Ref: KH-20/2372 Email: info@melbourne-conveyancing.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11549/802	4	PS 720557H.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
4/ 517 Ballarat Road Albion Vic 3020

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

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

PAYMENT (general condition 11)

Price

Deposit

Balance

\$

by
(of which \$
payable at settlement

has been paid)

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:

GST WITHHOLDING NOTICE

Purchaser must make a GST withholding payment

SETTLEMENT (general condition 10)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

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:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. In the event of any inconsistency between the Special Conditions and the General Conditions specified herein, the Special Conditions of this Contract shall prevail to the extent necessary to resolve such inconsistency.

2. ACCEPTANCE OF TITLE

General condition 12.4 is added:

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

***SPECIAL CONDITION 2B – FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

*This special condition applies to contracts entered into on or after 1 July 2016.

- 2B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 2B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 2B.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 \$2 million 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).
- 2B.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.
- 2B.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 2B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 2B.7 The representative is taken to have complied with the obligations in special condition 1B.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.
- 2B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-

235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

- 2B.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.
- 2B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

3. ELECTRONIC CONVEYANCING

EC

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 3 applies, if the box is marked "EC".

- 3.1 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*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 3.3 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*.
- 3.4 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.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 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.
- 3.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 3.8 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.
- 3.9 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.
- 3.10 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.

4. PLANNING SCHEMES

The purchaser buys the property subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

5. NO REPRESENTATIONS

- (a) The Purchaser acknowledges that this Contract constitutes the whole of the agreement made between the Vendor and the Purchaser.
- (b) It is hereby agreed between the parties hereto that there are no conditions, obligations, representations,

warranties (except those contained herein) or other terms affecting this sale other than those contained herein.

- (c) The purchaser shall not be entitled to rely on any representations made by the vendor or his Agent unless these are set out in the Contract.
- (d) The purchaser agrees that the purchaser has made its own independent enquiries on all matters and does not rely on anything stated by or on behalf of the Vendor.

6. DWELLING

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

7. DEPOSIT

- (a) The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
- (b) In the event the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the Vendor.

8. AUCTION

- (a) If the property is offered for sale by Public Auction, it is subject to the vendor's reserve price.
- (b) The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9. GUARANTEE

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10. FIRB APPROVAL

- 10.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 10.3 This warranty and indemnity do not merge on completion of this contract.

11. ACKNOWLEDGEMENT OF STATEMENT

The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected, they received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

12. INSPECTION OF PROPERTY

The Purchaser acknowledges that the Purchaser has inspected the property and Chattels in their present condition and state of repair and with any defects existing at the date thereof. The Purchaser agrees that the Vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

13. NOMINATION

- (a) If the contract states that the property is sold to a named Purchaser "and/or nominee", the named purchaser may, at least fourteen (14) days prior to the settlement date, nominate an additional or substitute Purchaser, however the named Purchaser remains personally liable for the due performance of all the Purchasers obligations under this Contract of Sale.
- (b) If the nominated Purchaser is a company, then the named Purchaser shall deliver the guarantee herewith, signed by all the directors of the Company to the Vendor's representative.
- (c) The Purchaser will not be entitled to exercise its rights under General Condition 18 without the consent of the Vendor, and unless the Purchaser makes a payment of \$220.00 (inclusive of GST) to the Vendor's conveyancer/solicitors representing the Vendor's costs with respect to the nomination of the nominee purchaser.

14. VENDOR'S LOSS AND DAMAGE

- (1) In the event the Purchaser is in breach of this Contract, the purchaser shall pay to the Vendor upon demand all expenses incurred by the Vendor as a result of such breach notwithstanding:

- (a) That the Purchaser may not be aware at the date of the Contract of the Particular consequences which may flow from delay in the settlement; and
 - (b) That such damages could not have reasonably been foreseen by the Purchaser.
- (2) In the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent between the purchaser's and vendor's respective representatives, the purchaser acknowledges that the Vendor will or may suffer the following losses and expenses, and the Purchaser agrees to compensate the Vendor regrading:
- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property (if applicable) and interest charged on such bridging finance calculated from the due date of the settlement;
 - (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the day of settlement;
 - (c) Accommodation expenses necessary incurred by the Vendor;
 - (d) A fee for rescheduling settlement one day before settlement or on day of settlement and thereafter set at \$250.00 per re- attendance;
 - (e) Legal and/or Conveyancing costs and expenses incurred by the Vendor as a result of the purchaser's breach of this contract; and
 - (f) Penalties payable by the Vendor to a third party as a result of any delay in completion of the Vendor's purchase of another property.
- (4) The Purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the Vendor's representative in the amount of \$250.00 including GST.
- (5) Should a default notice be served on the purchaser by the Vendor, the purchaser acknowledges they will pay the amount of \$660.00 including GST to the Vendor's representative.

15. DELIVERY OF TRANSFER

- (a) The instrument of transfer referred to in General Condition 8 shall be delivered by the Purchaser to the Vendor no less than fourteen (14) days before the Settlement Date.
- (b) The Vendor shall not be obliged to complete this Contract until the expiration of 14 days from the receipt of the Instrument of Transfer.
- (c) The Purchaser will be deemed to have made default in payment of the balance as from the settlement date where the instrument of Transfer is not delivered in accordance with this special Condition.
- (d) An administration fee of \$100.00 including GST will apply if such default occurs.

16. MERGER

The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the Vendor and the Purchaser to the extent that any of them require to be complied with after the Settlement Date.

17. SWIMMING POOL OR SPA

If the Property contains a swimming pool or spa, the Building Regulations require suitable safety barriers to be installed. The Purchaser acknowledges responsibility for compliance with all Building Regulations or other requirements that may apply in relation to the swimming pool or spa from the date of this Contract.

18. NOTICES

- (a) The Purchaser will be responsible from the date of Contract for complying with any Notice, order, declaration or report including payment of any new or special levy that may affect the Property.
- (b) The Purchaser will indemnify and keep indemnified against all claims, demands, proceeding, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceeding howsoever arising, made or incurred on or subsequent to settlement or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.
- (c) If there is more than one purchase, then:
 - I. The Purchasers obligations in this will bind all those persons jointly and severally;
 - II. It is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
 - III. If the proportions recorded in this transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of variation;
 - IV. The Purchaser fully indemnify the Vendor, the Vendors agent and representative against any claims or demands which may be made against any or of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
 - V. This special condition will not merge on completion.

19. BANK CHEQUES

- (a) Bank cheques shall be the only legal tender acceptable at the settlement and the word "Bank" shall be substituted for the words "an authorised deposit taking institution" in condition 11 of the General Conditions.
- (b) The Vendor may request up to ten (10) Bank cheques at the settlement and condition 11.6 of the General Conditions shall be deleted by amending the figure "3" in the first line and inserting the figure "10" (inclusive of cheques payable to any Municipal Authority of Rating Authority) in its place.

20. EARLY POSSESSION

- (a) In the event that the Vendor allows the Purchaser to take early possession of property prior to the settlement due date, then the Purchaser shall execute a Licence Agreement as prepared by the Vendor's representative, and the purchaser shall pay, prior to taking possession, \$220.00, including GST to the vendor's representative for the costs associated with the preparation of said agreement.
- (b) The Purchaser agrees to provide copies of all updated certificates obtained by them to complete any adjustments to the Vendor's Representative. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

21. Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to Melbourne Conveyancing (with Certificates) not less than 3 days prior to the settlement due date and any failure to do so, will cause the Purchaser to pay an administration fee to Melbourne Conveyancing of \$150.00 including GST for the delay in receiving the Statement of Adjustments.

22. Settlement must take place on Property Exchange Australia ("PEXA"). If settlement cannot take place on PEXA due to the Purchaser, an administration fee is payable to the Vendor's representative in the amount of \$250.00 including GST.

23. PURCHASER REQUEST FOR FINANCE EXTENSION

- (a) Should the purchaser request from the vendor a finance extension, the purchaser must pay Melbourne Conveyancing \$110.00 including GST, and a further \$110.00 including GST for every subsequent request thereafter, if applicable.
- (b) The payment mentioned in sub-section (a) is only payable if the vendor agrees to the purchaser's request for finance extension.

24. CHANGE OF SETTLEMENT DUE DATE

Should the purchaser request an earlier or later settlement due date other than the date that is specified under the particulars section of this contract, or requests an extension to the settlement due date, then the purchaser agrees to pay to the vendor's representative \$220.00 including GST, and a further \$110.00 including GST for every subsequent change to the settlement date.

25. STAMP DUTY AND UNEQUAL SHARES

- (a) If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract and/or transfer of land correctly records the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the transfer of land differ from those recorded in the contract, it is the purchaser's responsibility to pay an additional duty which may be assessed as a result of the variation.
- (c) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those in the contract.

26. INTEREST

General condition 26 is amended as follows:

Interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. INTERPRETATION

In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount;or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring 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 Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

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

13. GST

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

14. Loan

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

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the

- (g) property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances; the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SECTION 32

STATEMENT

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

Vendor:	KHRYS LAMVERT CASTILLO LAZATIN and ASHLEE SHANNON LAZATIN (FORMERLY NAME ASHLEE SHANNON DE LEON)
Property:	4/517 Ballarat Road ALBION VIC 3020

VENDORS REPRESENTATIVE

Melbourne Conveyancing Pty Ltd

57 Theodore Street
ST ALBANS VIC 3021

Tel: 03 9364 6111

Fax: 03 9923 6095

Email: info@melbourne-conveyancing.com.au

Ref: KH-20/2372

SECTION 32 STATEMENT
4 517 BALLARAT ROAD ALBION VIC 3020

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed \$10,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

Is contained in the attached Certificate/s.

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT
4 517 BALLARAT ROAD ALBION VIC 3020

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: BRIMBANK CITY COUNCIL PLANNING SCHEME

Responsible Authority: BRIMBANK CITY COUNCIL

Zoning: RGZ Residential Growth Zone

Planning Overlay/s: See attached certificate

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

The owner's corporation certificate will be provided later.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
4 517 BALLARAT ROAD ALBION VIC 3020

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
4 517 BALLARAT ROAD ALBION VIC 3020

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

KHRYS LAMVERT CASTILLO LAZATIN and ASHLEE SHANNON LAZATIN (FORMERLY ASHLEE SHANNON DE LEON)

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

x

Signature/s of the Purchaser

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32 (a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962.

Terms contracts – S32A(d)

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

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

Page 1 of 2

VOLUME 11549 FOLIO 802

Security no : 124083220186E
Produced 19/05/2020 10:43 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 720557H.
PARENT TITLE Volume 07348 Folio 436
Created by instrument PS720557H 04/02/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KHRYL LAMVERT CASTILLO LAZATIN
ASHLEE SHANNON DE LEON both of 4 /517 BALLARAT ROAD ALBION VIC 3020
AM285271X 28/10/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM285272V 28/10/2015
CREDIT UNION AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE PS720557H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 517 BALLARAT ROAD ALBION VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N CREDIT UNION AUSTRALIA LTD
Effective from 23/02/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS720557H

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

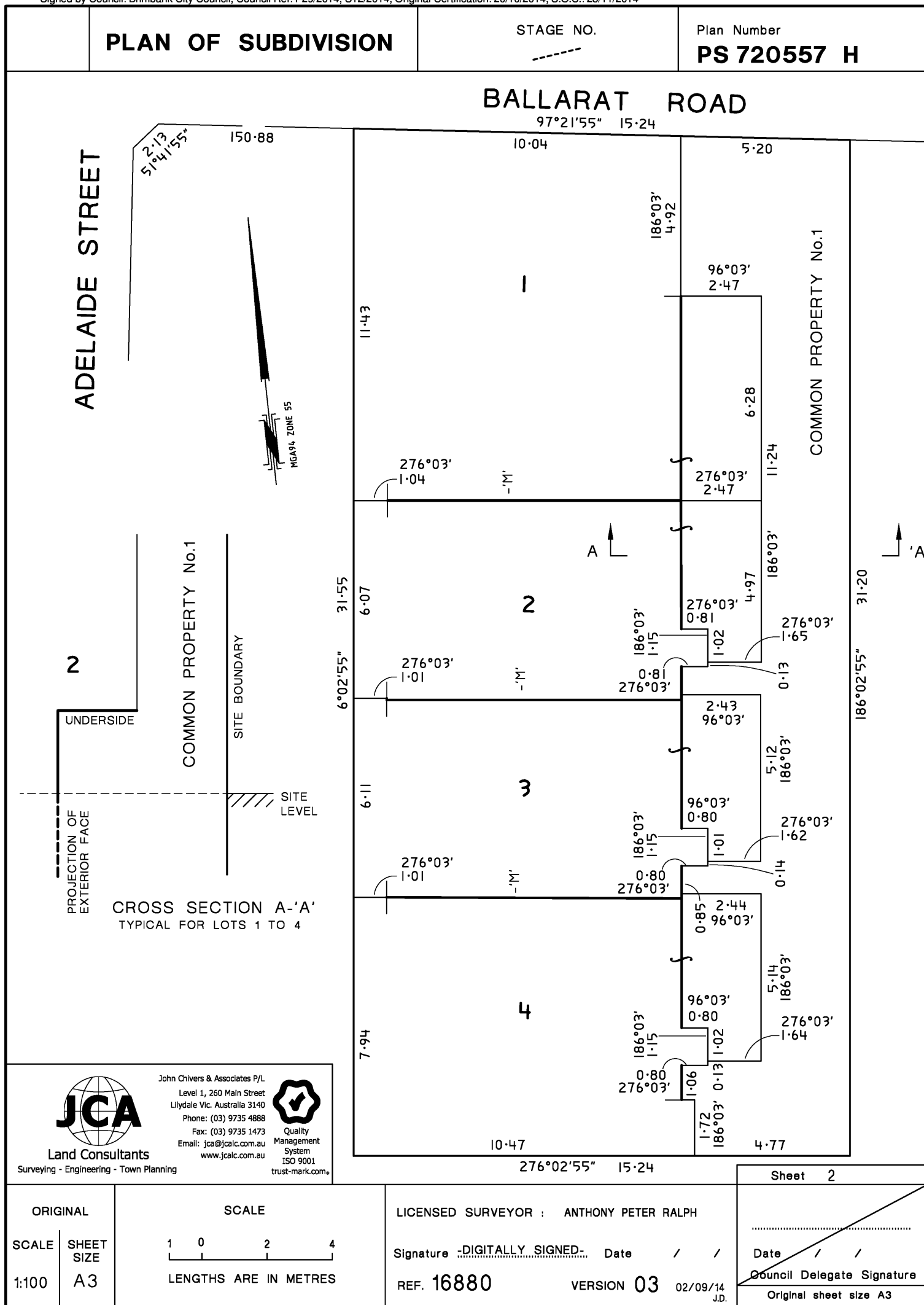
Document Type	Plan
Document Identification	PS720557H
Number of Pages (excluding this cover sheet)	3
Document Assembled	19/05/2020 22:45

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

Signed by: Anthony Peter Ralph (JCA Land Consultants) Surveyor's Plan Version (03) SPEAR Ref: S046486H 08/09/2014, Amended: 04/02/2015.





Plan of Subdivision PS720557H

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S046486H

Plan Number: PS720557H

Responsible Authority Name: Brimbank City Council

Responsible Authority Reference Number 1: P29/2014

Responsible Authority Reference Number 2: S12/2014

Surveyor's Plan Version: 03

Certification

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

Public Open Space

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

- ☐ Has been made and the requirement has not been satisfied at Certification
- ☐ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 28/11/2014)

Digitally signed by Council Delegate: Cinzia Crea

Organisation: Brimbank City Council

Date: 20/10/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 19/05/2020 10:45:23 PM

OWNERS CORPORATION 1
PLAN NO. PS720557H

The land in PS720557H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 2 171A NELSON PLACE WILLIAMSTOWN VIC 3016

AS892926K 15/01/2020

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC024913S 04/02/2015

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Total	400.00	400.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 19/05/2020 10:45:23 PM

OWNERS CORPORATION 1
PLAN NO. PS720557H

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

Statement End.



Khrys & Ashlee Lazatin
Unit 4 / 517 Ballarat Road
ALBION VIC 3020

ACE Body Corporate Management - Williamstown
ABN: 95 079 720 835
P O Box 4,
WILLIAMSTOWN VIC 3016
Ph: 03 9397 8309 Fax: 03 86 100 155
willamstown@acabodycorp.com.au
Principal: Con Nikakis

Tax Invoice

ABN No. 72 623 471 313
Date of Notice: 06/02/2020

OWNERS CORPORATION FEE NOTICE

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

RE: Lot 4, 517 Ballarat Road
ALBION VIC 3020

Notice is hereby given by the Owners Corporation Plan of Subdivision 720557H pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Admin	Sinking	Int/Disc	Due Date	Paid	Total
Standard Fee Contribution Schedule (01/02/20 - 31/07/20)	\$525.00	\$0.00	\$0.00	01/02/2020	\$0.00	\$525.00
Total if Paid by Due Date: \$525.00						
No GST has been charged						

Interest will accrue daily on overdue fees and charges by until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

Please detach and return the portion below with your payment if sending a cheque



*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 18 00 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at www.deft.com.au .		Biller Code: 96503 Ref: 264114026 24173	Account: PS 720557H - 517 Ballarat Road Owner: Khrys & Ashlee Lazatin GC: 720557H Lot No: 4 Unit No: 4
	Pay by phone from your Credit Card or pre-registered bank account. Call 1300 30 10 90 or Int ++612 8 232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne VIC 3001.		Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS. Payments made at Australia Post will incur a \$2.75 DEFT Processing fee.	All Cheques must be made payable to: PS 720557H - 517 Ballarat Road
				Total Due: \$525.00
*442 264114026 24173 DEFT Reference Number: 264114026 24173				

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

Important information on fees and charges

Enquiries

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

Disputes

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

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

Internal Dispute Resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

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

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

Conciliation through Consumer Affairs Victoria

At any time you can lodge a complaint with Consumer Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to www.vcat.vic.gov.au



City West Water™

K L C LAZATIN & A S DE LEON
48 TURASS CRESCENT
SOUTH MORANG VIC 3752



My account number is

1252 8245 7112

Invoice No. T533400399

Service Address Un 4/517 Ballarat Road Albion
Lot 4 Plan 720557

Issue Date 22 Feb 2020

Emergencies (24 hours) 132 642

Enquiries (8.30am-5.00pm Mon-Fri) 131 691

Interpreter Service 9313 8989

Payment difficulties 131 691





A number of payment assistance programs are available

Mail Locked Bag 350 Sunshine Vic 3020

ABN 70 066 902 467

citywestwater.com.au

Account summary

	PREVIOUS BILL	\$146.96
	RECEIVED	\$146.96
	BALANCE	\$0.00
	NETWORK CHARGES	\$121.44
	OTHER CHARGES	\$25.52
	PLEASE PAY	\$146.96

Hey Melbourne,
Let's make every drop count by
shaving a minute off our showers.
We use 31% of our household water for showers*.

*Figure based on metropolitan Melbourne water use

Visit citywestwater.com.au/target155 to find out how you can make every drop count





RATES STATEMENT

Rates and Charges for period 1 July 2019 to 30 June 2020

Issue date: 8 May 2020

Assessment Number: 1116060

Owner: (as recorded by Council)

MR K L LAZATIN & MS A S DE LEON
UNIT 4 517 BALLARAT RD
ALBION VIC 3020

T 9249 4000
W brimbank.vic.gov.au

PO BOX 70
Sunshine, Victoria 3020

PROPERTY LOCATION: 4/517 BALLARAT RD ALBION 3020

Title: LOT: 4 PLN; 720557

Ward: Harvester

Effective Date: 1/07/2019

Base Date: 01/01/2019

VALUATIONS:

Capital Improved Value:	Site Value:	Net Annual Value:
\$495,000	\$112,500	\$24,750

RATES CHARGES AND OTHER MONIES:

Residential Flats/Units Rate Date Levied 01/07/2019	\$1,017.23
Municipal Charge Date Levied 01/07/2019	\$76.48
80ltr Environmental Charge Date Levied 01/07/2019	\$240.49
Fire Service Levy Residential Charge Date Levied 01/07/2019	\$111.00
Fire Service Levy Residential Rate Date Levied 01/07/2019	\$27.23
Rate arrears to 30/06/2019:	\$0.00
Interest to 06/05/2020:	\$44.68
Other monies: (Including legal fees)	\$0.00
Less rebates:	\$0.00
Less payments:	\$0.00
Less other adjustments:	\$0.00
Total rates and charges due:	\$1,517.11
30/09/2019 1 st Instalment	\$413.11
30/11/2019 2 nd Instalment	\$368.00
29/02/2020 3 rd Instalment	\$368.00
26/06/2020 4 th Instalment	\$368.00



Phone: 1300 363 424

Domestic Building Insurance Certificate of Insurance

Policy Number 570020465BWI-123

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2855
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



ANTONIO CRISCI, ANTONIETTA CRI
C/- 21 SWINDON CRESCENT
KEILOR DOWNS 3038

Name of intermediary
MBA INSURANCE SERVICES
G P O BOX 544D
MELBOURNE 3001

Account Number
57BWMBA00
Date issued
04/03/2014

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

At the property

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

4/517 BALLARAT ROAD
ALBION VIC 3020

Carried out by the builder

ZEDCHEN PTY LTD
ACN: 007 114 454

Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE IMMEDIATELY. If these details are incorrect, the domestic building work will not be covered.

For the building owner

ANTONIO CRISCI, ANTONIETTA CRI
C/- ALLA GOLDBERG

Pursuant to a domestic building contract dated:

14/02/2014

For the contract price of

\$187,500.00

Type of cover

Cover is only provided if ZEDCHEN PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$200,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance
 Certificate of Insurance**

Policy Number 570020465BW1-123

QBE Insurance (Australia) Ltd
 628 BOURKE STREET
 MELBOURNE VIC 3000
 Phone: (03) 9246 2666
 Fax: (03) 9246 2611
 ABN: 78 003 101 035
 AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: [Redacted]</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>	<p>MATCH</p> <p>Both name of builder and ACN or ABN match</p> <p>✓</p>	<p>Owner: [Redacted]</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: [Redacted]</p> <p>Carried out by the builder: JOHN CITIZEN ABN: 12 345 678 910</p>	<p>NO MATCH</p> <p>Call QBE, name of builder does not match</p> <p>✗</p>	<p>Owner: [Redacted]</p> <p>Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: [Redacted]</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>	<p>NO MATCH</p> <p>Call QBE, ABN or ACN does not match</p> <p>✗</p>	<p>Owner: [Redacted]</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD ACN: 87 956 123</p>

RZ BUILDING SURVEYORS

ABN 39 316 179 153 ACN 077 700 966

BUILDING SURVEYORS & DEVELOPMENT CONSULTANTS

Building Act 1993
BUILDING 2006
Regulation 313

Form 2

BUILDING PERMIT

Issued to

Owner: Antonio Crisei, Antonietta Crisei & Alfa Goldberg Telephone: 9331 6588
Address: c/o 21 Swindon Crescent, Keilor Downs 3038

Property Details

517 Ballarat Road, Albion 3020
Lot: 11 LPPS: 008975 Volume: 07348 Folio: 436
Municipal District: Brimbank City Council

Builder

Name: Zedchen Pty Ltd T/as CHC Display Homes Telephone: 9331 6588
Address: Shop 5/19 Arabin Street, Keilor 3036

Details of building practitioners and architects

(a) to be engaged in building work¹

M. Valkovic	Draftsperson	Registration No. DP-AD 27332
C. Gusman	Builder	Registration No. DB U 3331
V. Pavlovic	Civil Engineer	Registration No. EC 1124

Details of domestic building work insurance

The insurer/provider of insurance: QBE Insurance
Policy no.: 570020465BWI-120 (Unit 1) 570020465BWI-121 (Unit 2) 570020465BWI-122
(Unit 3) 570020465BWI-123 (Unit 4)

Details of relevant planning permit

Planning Permit no: P904/2012 Date of grant of planning permit: 17.09.2013

Nature of building work

Construction of four (4) double storey dwelling & associated garages.

Cost of building work: \$750,000

Total floor area of new building work: 491.68m² Site Area: 178m²

Building Classification

Part of Building: Ground & First Level BCA Classification/s: 1a/10a

Alternative Solution

An alternative solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project: P2.1, P2.2.2, P2.6.1.

Inspection Requirements

The mandatory notification stages are:

1. Foundation excavations for pads, stump holes, trenches & slabs-on-ground
2. Reinforcement placements for pads, stump holes, trenches & slabs-on-ground
3. Structural timber & steel framework & columns

Level 1, 7a Bgarack Square, Albion North 3025

Tel: 9391 3224 Fax: 9327 3896 Email: robert@rzbuildingsurveyors.com.au

RZ BUILDING SURVEYORS PTY LTD

ABN 39 316 179 131 ACN 097 700 966

BUILDING SURVEYORS & DEVELOPMENT CONSULTANTS

4. Final inspection of all completed works including all functioning utilities & essential services appliances.

Note 1: This office will, if so notified, be confirmed you conduct inspections.

Note 2: Pursuant to Section 12 of the Building Act 1993, a person who is in charge of the carrying out of building work for which a permit has been issued under Part 4 must notify the relevant building surveyor in writing after completion of each mandatory notification stage of that work.

Note 3: If you are not sure when you require a Building Inspection, please contact this office immediately on 9391 3224

Conditions

- Where screw piles are installed as part of an engineer designed footing system the screw pile data log must be provided to this office for assessment/approval before any building works commence. If building works do precede RZ Building Surveyors Pty Ltd takes no responsibility or liability for the incorrect installation of any screw piles.
- The manufacturer's roof & floor truss design computations and layout are to be submitted to this office for approval prior to the construction of the framing.
- It is the responsibility of the owner and/or builder of this project to ensure that all Buildings or part thereof are constructed within any legal allotment/title boundaries. If in doubt verification from a licensed land surveyor is strongly recommended prior to the commencement of any building works.
- The owner and/or builder is to ensure all designated building envelopes, covenants, developer design guidelines and Town Planning Permit requirements are adhered to.
- All authority approvals / consent requirements must be strictly adhered to for the construction of building works over the relevant easement.
- Any variation to the approved Building Permit documentation must be submitted to this office for approval prior to the construction of the variation.
- This Building Permit does not permit the construction of any fences on the subject property unless specifically nominated as approval on this permit.
- This permit does not include the demolition of any structures unless specifically nominated as approval on this permit.
- The construction requirements of the approved Energy Rating Report for this property must be adhered to.

Occupation or use of Building

An Occupancy Permit is required prior to the Occupation of this building.

Commencement & Completion

This building work must commence by: 6th March 2015

This building work must be completed by: 6th March 2016

If you are unable to complete the building work before the above date please contact this office to make the necessary arrangements.

Relevant Building Surveyor

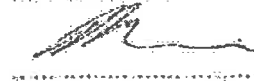
RZ Building Surveyors Pty Ltd - Robert Zivkovic - Registration Number: BS 015774

Level 1, 7A Barrack Square, Altona North, 3025

Permit Number BS 015774/06411.0

Date of Issue: 6th March 2014

Job Number: 6876



Level 1, 7A Barrack Square, Altona North 3025

Tel: 9391 3224 Fax: 9327 3896 Email: robert@rzbuildingsurveyors.com.au

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 May 2020 10:47 PM

PROPERTY DETAILS

Address: **4/517 BALLARAT ROAD ALBION 3020**
Lot and Plan Number: **Lot 4 PS720557**
Standard Parcel Identifier (SPI): **4\PS720557**
Local Government Area (Council): **BRIMBANK**
Council Property Number: **116060**
Planning Scheme: **Brimbank**
Directory Reference: **Melway 26 F10**

www.brimbank.vic.gov.au

[Planning Scheme - Brimbank](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

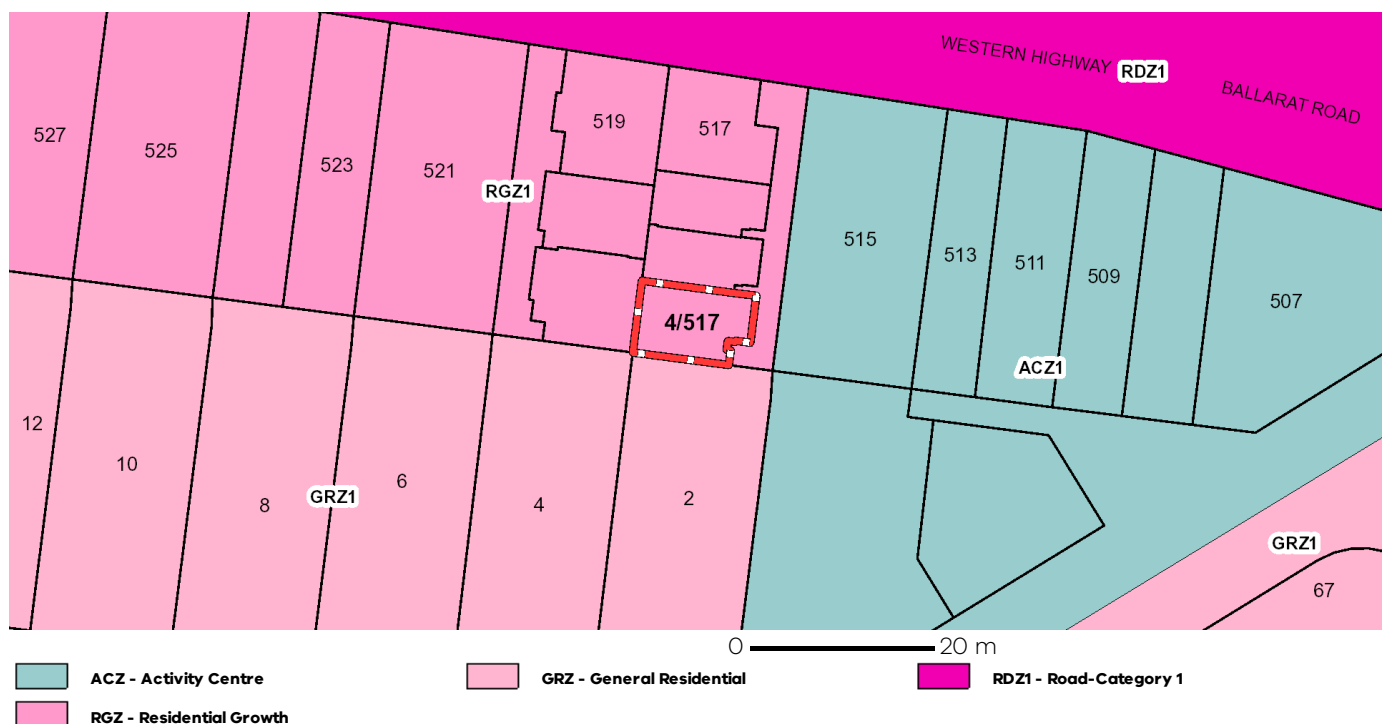
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **ST ALBANS**

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

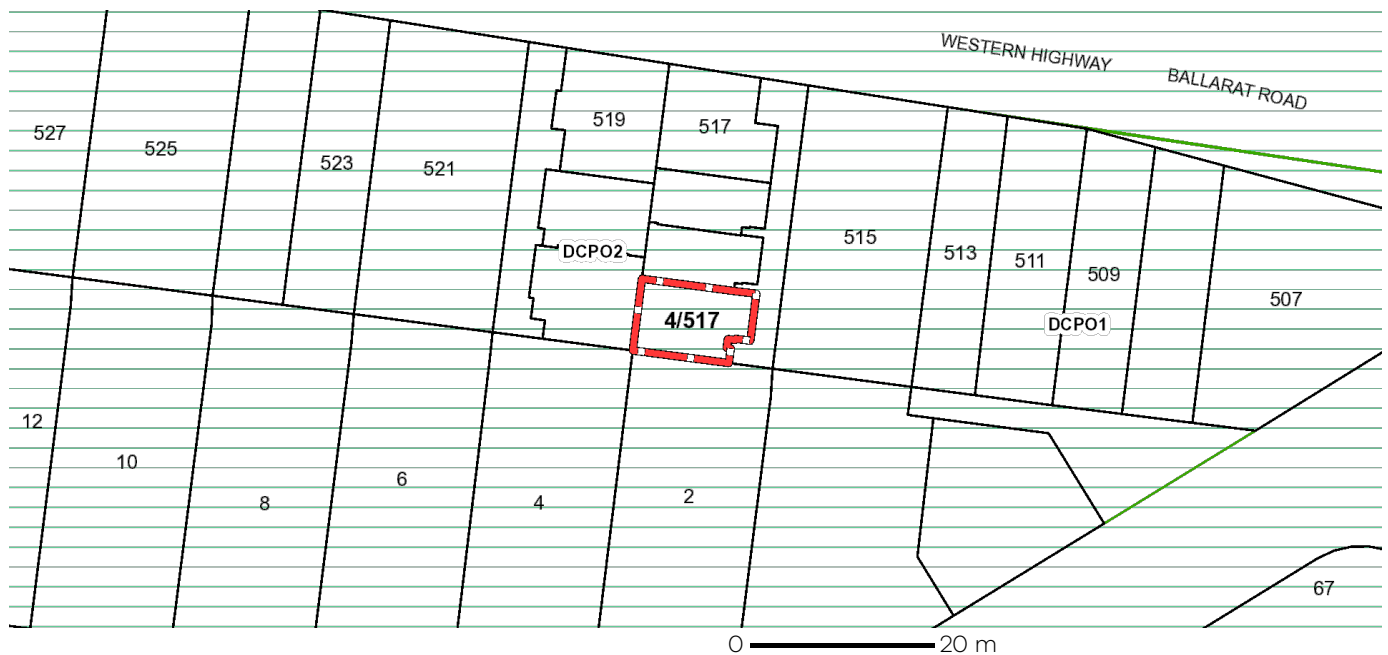


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



DCPO - Development Contributions Plan

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

Further Planning Information

Planning scheme data last updated on 18 May 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

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

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

Property Report from www.land.vic.gov.au on 19 May 2020 10:48 PM

Address: UNIT 4/517 BALLARAT ROAD ALBION 3020

Lot and Plan Number: Lot 4 PS720557

Standard Parcel Identifier (SPI): 4\PS720557

Local Government (Council): BRIMBANK **Council Property Number:** 1116060

Directory Reference: Melway 26 F10

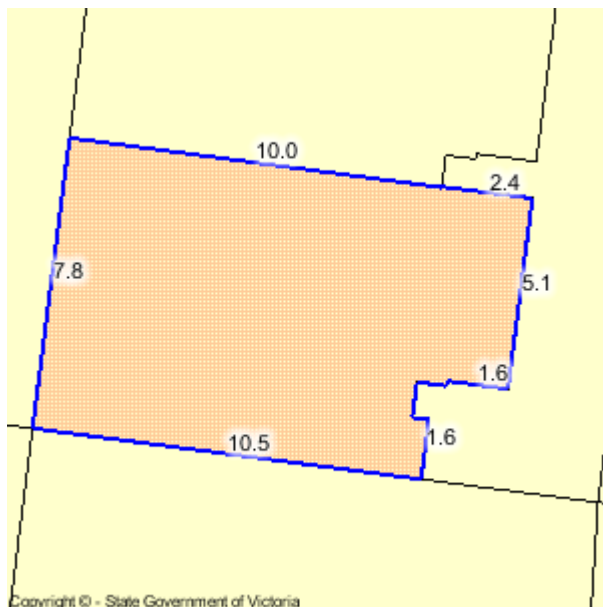
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 91 sq. m

Perimeter: 42 m

For this property:

— Site boundaries

— Road frontages

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

5 dimensions shorter than 1m not displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: ST ALBANS

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 13 May 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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