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# Contract of Sale of Land

Property:

**UNIT 3, 14-16 BARRETT STREET,  
CHELTENHAM 3192**

[www.rotmanmorris.com.au](http://www.rotmanmorris.com.au)

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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) of the *Sale of Land Act 1962*)

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

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

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

## Approval

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2024....

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2024....

**Print name(s) of person(s) signing:** LORRAINE ELIZABETH ALLCOCK (by being signed by her Guardians LORIS O'BRIEN and CLIVE O'BRIAN under VCAT Order dated 12 September 2023) .....

State nature of authority, if applicable: .....

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

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# Particulars of sale

## Vendor's estate agent

Name: **Doubleday Real Estate Pty Ltd** .....  
Address: **22 Normanby Road Kew 3101** .....  
Email: admin@doubledayrealestate.com.au .....  
Tel: ..... Mob: 0418 523 828..... Fax: ..... Ref: Anthony Collopy....

## Vendor

Name: **LORRAINE ELIZABETH ALLCOCK (by being signed by her Guardians LORIS O'BRIEN and CLIVE O'BRIAN under VCAT Order dated 12 September 2023)** .....  
Address: .....  
ABN/ACN: .....  
Email: .....

## Vendor's legal practitioner

Name: **ROTMAN & MORRIS** .....  
Address: 429 South Road, Bentleigh 3204 .....  
Email: anna@rotmanmorris.com.au .....  
Tel: 03 9532 1500..... Ref: AK:241412.....

## Purchaser

Name: .....  
Address: .....  
ABN/ACN: .....  
Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....  
Address: .....  
Email: .....  
Tel: ..... Fax: ..... DX: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8599 Folio 495	3	LP68963

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **UNIT 3, 14-16 BARRETT STREET, CHELTENHAM, VICTORIA 3192**

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

All fixed floor coverings, electric light fittings & any window furnishings, washing machine and refrigerator

**Payment**

Price \$ .....  
Deposit \$..... 10% on the signing hereof  
Balance \$..... payable at settlement

**GST** (general condition 19)

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

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

**GST WITHHOLDING**

The vendor advises the purchaser that the property **is not** new residential premises or potential residential land  
The purchaser **is not** required to make a GST withholding payment to the Australian Taxation Office on settlement

**Settlement** (general conditions 17 & 26.2) **is due on** \_\_\_\_\_ / \_\_\_\_\_ / 2024

**Lease** (general condition 5.1)

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:  
Lender:.....  
(or another lender chosen by the purchaser)  
Loan amount: no more than \$..... Approval date: / /2024

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

## GUARANTEE

We,  
of  
and  
of

(hereinafter called "the Guarantors") in consideration of the within-named Vendor selling to the within-named Purchaser at our request the land described in the within Contract at the price and upon the terms and conditions therein set forth **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY** guarantee and covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed and observed by the Purchaser, we will forthwith on demand by the Vendor, pay to the Vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss 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 aforesaid on the part of the Purchaser.

This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements, obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would, but for this provision, have the effect of releasing us, our executors or administrators.

**AS WITNESS** our hands and seals this                      day of                      Two Thousand and Twenty Four

**SIGNED SEALED AND DELIVERED** by

the said

in the presence of:

**SIGNED SEALED AND DELIVERED** by

the said

in the presence of:

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.



- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
  - (i) the purchaser intends to use 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.

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## **16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

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

## 18. ELECTRONIC SETTLEMENT

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

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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



## **20. LOAN**

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

## **21. BUILDING REPORT**

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

## **22. PEST REPORT**

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

## 25. GST WITHHOLDING

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

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

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

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

# Transactional

## 26. TIME & CO OPERATION

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

## 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

## Special Conditions

### AMENDMENT AND DELETION OF GENERAL CONDITIONS

1. The parties agree that the following General Conditions do not apply to this Contract: 3,4,9,12,14.3(b),15,16,19.5(c), 31.4, 31.5, 31.6, 32 & 35
2. These Special Conditions take priority over any General Conditions in this Contract
3. The parties agree that the following General Conditions are to be amended:
  - (i) **7** - A new sub-clause 7.3 shall be added as follows:
 

**“7.3** - The Purchaser admits that the land as offered for sale and inspected is identical with the Land described in the Certificate of Title reference in the Particulars of Sale.”
  - (ii) General Condition 11.5(c) shall be added as follows:
 

“(c) that was registered by a Mortgagee on the Certificate of Title and a Discharge of Mortgage is provided at settlement.”
  - (iii) General Condition 17.2 is replaced with the following:
 

**“17.2** - Settlement must be conducted between the hours of 10.00am and 4.00pm”
  - (iv) General Condition 19.3 is replaced with the following:
 

**“19.3** - If the Purchaser is obliged to pay an amount for GST in accordance with General Condition 19.2,

the Purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.”
  - (v) General Condition 20.2(c) shall be amended as follows:
 

“(c) serves written notice on the vendor's legal practitioner ending the Contract together with written evidence or rejection or non-approval of the loan, and;”
  - (vi) General Condition 23.3 is replaced with the following:
 

**“23.3** - The Purchaser must update all certificates and provide copies of all certificates and other information used to calculate the adjustments under General Condition 23 and Special Condition 10(iii).”
  - (vii) General Condition 27.2 is replaced with the following:
 

“A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under General Conditions 20,21 or 22 must be served on the Vendor's legal practitioner.”
  - (viii) **28.2**- At the end of the first sentence, the words “...and the Purchaser shall indemnify the Vendor in relation thereto.” are to be added.
  - (ix) The words “and including” are deleted from General Condition 29.



(x) General Condition 35 is replaced with the following :

**“35. DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

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

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

- (a) the purchaser must be repaid any money paid under the contract

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

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

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

(y) **Where this Contract is signed on or after 1<sup>st</sup> January 2024 :**

- i) For the purposes of General condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the *Sale of Land Act* 1962 applies and
- ii) General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act* 1962 applies.

**4. PURCHASER’S DEFAULT**

- a) In the event that the Purchaser breaches this contract, in addition to the Purchaser’s obligation to pay to the Vendor on demand:
  - i) compensation for any reasonably foreseeable loss to the Vendor resulting from the breach; and
  - ii) any interest due to the Vendor under this contract as a result of the breach
- b) The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the Particulars of Sale, the Vendor may incur the following additional expenses and losses from the settlement date until the later of actual settlement occurring or rescission of the contract, which amounts shall be paid by the Purchaser as liquidated damages:

- (i) the Vendor's costs of obtaining finance to complete the purchase of another property and interest payable on such finance
  - (ii) interest on any mortgage or loan payable by the Vendor from the settlement date
  - (iii) accommodation and/or storage costs incurred by the Vendor
  - (iv) additional solicitor/client costs incurred by the Vendor and any re-settlement or re-booking fees any costs, penalties or forfeited deposits incurred by the Vendor for failing to complete the Vendor's settlement of another property.
- c) In General Condition 33 replace the words "2% per annum" with the words "5% per annum".

## 5. GUARANTEE

If the Purchaser shall be or include a Company, the signatory or signatories warrant that they have authority to sign this Contract on behalf of the Company. In addition, the Company will simultaneously with the execution of this Contract, ensure that each of its Directors sign the Guarantee annexed to this Contract. If the duly executed Guarantee is not delivered to the Vendor or the Vendor's legal practitioner by no later than seven (7) days from the Day of Sale, the Purchaser will be deemed to be in default under this Contract, and the Contract will be voidable at the discretion of the Vendor.

## 6. PURCHASER'S ACKNOWLEDGEMENTS

- (a) It is hereby agreed between the parties that there are no conditions, warranties or other terms affecting the sale other than those contained in this Contract and section 32 statement. The Purchaser shall not be entitled to rely on any information, representation, promise or warranty made by the Vendor, its authorised representative or agent unless it is included in this Contract. The Purchaser has purchased the land and improvements and Goods as a result of the Purchaser's own inspection or enquiries and in its present condition and state of repair and subject to all faults and defects, both latent and/or patent, and the Vendor is under no liability or obligation to the Purchaser to carry out any repairs or improvements, delay settlement or make any claim whatsoever against the Vendor. The Vendor does not warrant that any appliance, fixture, fitting or Good will be in working order at settlement.
- (b) The Purchaser acknowledges that:
  - (i) Any improvements on the land may be subject to or require compliance with building, planning or municipal legislation, regulations and rules etc. Any failure to comply with any one or more of these requirements will not, and will not be deemed to, constitute a defect in the Vendor's title or create any past, present or future obligation of the Vendor, and the Purchaser must not make any requisition, or claim any compensation from the Vendor in relation to any such matter or require the Vendor to comply with any notice or regulation and the Purchaser acquires the property in its present condition and subject to any notices or orders that presently exist on the property hereby sold.
  - (ii) The Purchaser accepts the Land and any improvement thereon subject to all existing planning restrictions, schemes and overlays affecting the property pursuant to the provisions of any Act, environment planning instrument or deemed environment planning instrument or resolution of any council made or which may hereafter be made and in particular any planning permits in relation to the property hereby sold or any neighboring property and the Purchaser shall take title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or rezoning of the property or any part or parts thereof or any area within which the property or any part thereof is or are situated pursuant to the provisions of any Act, environmental planning instrument or deemed environment planning instrument or resolution of any council made or which may hereafter be made or which is otherwise applicable to the property or any part or parts thereof or any area within which the property or any part or parts thereof is or are situated
  - (iii) The Purchaser shall not be entitled to claim any damages or compensation or to delay settlement due to:
    - i) the state or cleanliness of the property or the surrounding area;
    - ii) the state of any lawns, trees, shrubs or garden beds;
    - iii) the Vendor or any Tenant leaving any item or thing;

and the Purchaser shall not be entitled to require the Vendor to remove any item or thing after settlement;

- (iv) The Purchaser purchases the property subject to any easements and encumbrances affecting the property (both express and implied);
- (v) If the Purchaser or any Guarantor under the Guarantee becomes insolvent at any time prior to settlement, then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after being notified of any insolvency, end this Contract by notice to the Purchaser;
- (vi) If there is a swimming pool or spa on the property, the Purchaser will make their own enquiries with Council. The Purchaser shall at its own cost and expense comply with any relevant legislation or regulations including but not limited to complying with Australian Standards and shall indemnify the Vendor from and against the responsibility for registration or compliance with any such requirement from the Day of Sale;
- (vii) The Vendor makes no representation whatsoever in regard to contamination or asbestos on the property hereby sold. The Vendor has made no enquiries in relation to contamination of the property or asbestos and the Purchaser shall satisfy itself as to all matters pertaining to contamination and any asbestos and after making all investigations as the Purchaser deems appropriate. The Vendor shall not be obliged to undertake any works of whatsoever nature in regard to the property as a consequence of any contamination or asbestos and the Purchaser buys the property in its present condition and after having made all enquiries to satisfy itself in relation thereto. The Purchaser hereby indemnifies the Vendor from and against all actions claims suits and demands made brought or issued against the Vendor in any way relating to any contamination or asbestos affecting the property and any works that may be required in relation thereto;
- (viii) The Vendor makes no representation or gives any warranty whatsoever in respect of any solar panels installed on the property hereby sold including but not limited to their condition, state of repair, fitness for purpose or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and are not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement;
- (ix) The Vendor only has knowledge of the warranties in General Condition 6.4 if they have been communicated to the Vendor in writing.

## **7. FOREIGN INVESTMENT REVIEW BOARD**

The Purchaser or any nominee warrants to the Vendor that the acquisition of the property by the Purchaser and any nominee do not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 or any other legislation or regulations and the Purchaser and any nominee do not require Foreign Investment Review Board approval to purchase the property and the Purchaser and any nominee shall indemnify the Vendor in relation thereto.

## **8. STAMP DUTY**

- (i) The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of duty which shall be assessed and payable in respect of the transfer of the property and the Purchaser will be liable for all duty assessed in relation to that Transfer whether assessed at the present value of the property hereby sold or otherwise. The Purchaser acknowledges that it has relied on its own independent enquiries and advice on all duty matters and shall not make any claim against the Vendor in relation thereto. The Vendor shall be entitled to amend any estimates provided for the value of the property as at the date hereof if required to do so or in order to comply with the provisions of the Duties Act 2000 or any State Revenue Office ruling and the Purchaser shall have no claim for compensation against the Vendor or its agent, or any reduction of the purchase price or right to avoid the Contract in the event that the estimates are amended. This Special Condition will not merge on settlement.
- (ii) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the Day of Sale the proportions in which they are purchasing the

property. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract. This Special Condition will not merge on settlement.

## **9. NOMINATION**

The Purchaser may nominate an additional or substitute Purchaser subject to the following:

- (i) The named Purchaser is not in default pursuant to this Contract.
- (ii) The named Purchaser and any Guarantor remain personally liable for the due performance of all the Purchaser's obligations pursuant to this Contract.
- (iii) Written notice by way of Sale of Real Estate Nomination Form is provided to the Vendor's legal practitioner at least 14 days prior to Settlement.
- (iv) The nominated Purchaser complies with Special Condition 7.
- (v) In the event that the nominated Purchaser nominates a Company or Trust, the Directors of the Company or the primary beneficiaries of the Trust must execute a Guarantee in the same format as attached to this Contract and provide such Guarantee to the Vendor's legal practitioner together with the nomination form at least 14 days prior to Settlement.
- (vi) In the event that the Purchaser provides the nomination document to the Vendor's legal practitioner less than 14 days prior to settlement, the Purchaser will pay the Vendor's legal costs of \$495.00.

## **10. ADJUSTMENT OF OUTGOINGS**

- (i) In addition to General Condition 23, all such rates, taxes, Owners Corporation charges and other outgoings must be adjusted between the Vendor and Purchaser on the basis that they have been paid.
- (ii) In the case of a Contract entered into prior to 1<sup>st</sup> January 2024, or a Contract entered into after this date with a sale price of \$10,000,000.00 or more, and in the absence of a separate land tax assessment for the property hereby sold, the amount of land tax to be adjusted between the Vendor and Purchaser shall be that proportion which the lot liability of the lot hereby sold bears to the total lot liability of all the lots on the Plan of Subdivision.
- (iii) A Statement of Adjustments of rates and outgoings between the Vendor and the Purchaser as at the settlement date shall be delivered to the Vendor's legal practitioner at least seven (7) days before the settlement date. The Vendor shall not be obliged to complete this Contract and the Purchaser shall be deemed to have made default in payment of the Balance of the purchase price and shall pay interest from the settlement date until the expiration of such period of seven (7) days where the Statement of Adjustments is not delivered in accordance with this Special Condition.

## **11. PUBLIC AUCTION**

In the event that this property is sold at public auction then the following general rules for the conduct of the auction apply in accordance with the Sale of Land (Public Auctions) Regulations 2014:

- (i) The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction
- (ii) The auctioneer may refuse any bid
- (iii) The auctioneer may determine the amount by which the bidding is to be advanced
- (iv) The auctioneer may withdraw the property from sale at any time
- (v) The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction
- (vi) In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again

- (vii) The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of Sale following the auction
- (viii) If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.



**ROTMAN & MORRIS**  
SOLICITORS

**HEAD OFFICE**

429 South Road **BENTLEIGH** 3204

**Phone:** 9532 1500

P.O. Box 2220 Moorabbin 3189

**BRANCHES**

156 Hawthorn Road **CAULFIELD NORTH** 3162

**Phone:** 9533 0644 (**Fax:** 9533 0677)

P.O. Box 2414 Caulfield Junction 3161

33 Pier Street **DROMANA** 3936

**Phone:** 5981 0221

# Vendor Statement

## Instructions for completing this document

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

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

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

**Land** **UNIT 3, 14-16 BARRETT STREET, CHELTENHAM**

**Vendor's name** **LORRAINE ELIZABETH ALLCOCK**  
**(BY BEING SIGNED BY HER GUARDIANS CLIVE O'BRIEN & LORIS O'BRIEN UNDER VCAT GUARDIANSHIP ORDER DATED 12/09/2023)**

**Date**

/ /

**Vendor's signature** .....

**Vendor's name** .....

**Date**

/ /

**Vendor's signature** .....

**Purchaser's name** .....

**Date**

/ /

**Purchaser's signature** .....

**Purchaser's name** .....

**Date**

/ /

**Purchaser's signature** .....

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## 1. FINANCIAL MATTERS

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

a) Are contained in the attached certificates

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

None to the Vendor's knowledge

### 1.3 Terms Contract

Not applicable

### 1.4 Sale Subject to Mortgage

Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

The Vendor remains liable until settlement

### 2.2 Owner-Builder – Not applicable

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

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached Register Search Statement and copies of title document/s and Plan of Subdivision

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: None to the Vendor's knowledge

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department

### 4.2 Agricultural Chemicals

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

Not applicable

### 4.3 Compulsory Acquisition

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

Not applicable

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

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

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

This property is not subject to GAIC

## 8. SERVICES

The services which are marked with an “X” are NOT connected to the land:

Electricity supply:

Gas supply:

Water supply:

Sewerage:

Telephone services:

## 9. TITLE

Attached are copies of the following documents:

### Registered Title

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



## 10. SUBDIVISION

### 10.1 Unregistered Subdivision – Not applicable

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

### 10.2 Staged Subdivision – Not applicable

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

### 10.3 Further Plan of Subdivision – Not applicable

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

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

Not applicable

## 12. MATERIAL FACTS

The Vendor advises that there are no material facts related to the property that must be disclosed by a vendor pursuant to Section 12(d) of the Sale of Land Act

## 13. DUE DILIGENCE CHECKLIST

As attached

Mr Clive O'Brien  
1 Gramatan Avenue  
Beaumaris VIC 3193



## ORDER

VCAT reference: G33305/09  
Guardianship List  
Email: [Humanrights@vcat.vic.gov.au](mailto:Humanrights@vcat.vic.gov.au)  
Phone: 1300 01 8228

---

**Order Date:** 12 September 2023

**In relation to:** Lorraine Allcock

**Order made by:** J Klingender, Member

**Application type:**

*Guardianship and Administration Act 2019* Section 159(1)(c) reassessment - administration order.

---

### VCAT orders that:

1. The following people are appointed jointly and severally as administrators for Lorraine Allcock on the conditions that they:

- (a) act jointly when completing the Financial Statement and Plan and Account by Administrator, or when buying or selling land or other major assets and;
- (b) consult with each other about all other decisions or actions.

Loris O'Brien, 1 Gramatan Avenue, BEAUMARIS VIC 3193.

Clive O'Brien, 1 Gramatan Avenue, BEAUMARIS VIC 3193.

2. The administrators have powers given under the *Guardianship and Administration Act 2019* section:

- 46(1)
- 52,
- 51

3. Administrators must comply with the *Guardianship and Administration Act 2019*, which outlines their powers and duties.

4. The administrators must continue to submit an annual Account by Administrator (ABA) for each financial year by no later than 30 September each year to be examined by State Trustees Limited, who may charge the estate an approved examination fee.

**VCAT makes this order because it is satisfied that:**

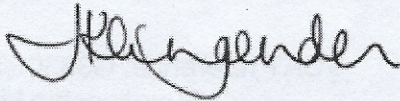
- due to a disability, Lorraine Allcock does not have capacity to make decisions about the financial matters listed in this order,
- Lorraine Allcock needs an administrator, considering the factors set out in section 31 of the Act, including their will and preferences (what's important to them), and
- this administration order will promote the personal and social wellbeing of Lorraine Allcock.

**Reassessment of this order**

5. This order applies until VCAT makes another order.
6. Anyone can apply for VCAT to reassess this order at any time.
7. VCAT will reassess this administration order no later than 30 September 2026.

**Change of contact details**

8. If any of the administrators or Lorraine Allcock changes contact details (email, phone or address), an administrator must immediately inform VCAT in writing.



J Klingender, Member  
12 September 2023

JK - 12/09/2023 14:47

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

Page 1 of 1

VOLUME 08599 FOLIO 495

Security no : 124113407640E  
Produced 14/03/2024 03:03 PM

### LAND DESCRIPTION

Lot 3 on Plan of Subdivision 068963.  
PARENT TITLE Volume 03934 Folio 703  
Created by instrument C250358 28/06/1965

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
LORRAINE ELIZABETH ALLCOCK of 3/14-16 BARRETT STREET CHELTENHAM  
S923869B 08/02/1994

### ENCUMBRANCES, CAVEATS AND NOTICES

CHARGE C622308 24/10/1966  
14 BARRETT STREET PTY LTD

COVENANT C601307 28/09/1966

QUEENS CAVEAT X584764G 09/07/2001  
CAVEATOR HER MAJESTY THE QUEEN  
LODGED BY REGISTRAR OF TITLES  
NOTICES TO REGISTRAR OF TITLES

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

SERVICE AGREEMENT C622309 24/10/1966

### DIAGRAM LOCATION

SEE LP068963 FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 14-16 BARRETT STREET CHELTENHAM VIC 3192

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP068963</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>14/03/2024 15:03</b>

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PLAN OF SUBDIVISION  
PART OF CROWN PORTION 54

2 SHEETS  
SHEET 1

LP 68963  
EDITION 2  
PLAN APPROVED 13/5/65

PARISH OF MOORABBIN  
COUNTY OF BOURKE

MEASUREMENTS ARE IN  
FEET AND INCHES

VOL.3934 FOL.703

COLOUR CONVERSION  
BL = BLUE  
P = PURPLE  
R = RED

**ENCUMBRANCES**

AS TO THE WHOLE OF THE LAND  
ANY EASEMENTS AFFECTING THE SAME

TABLE OF SHARES			
in: 14 Barrett Street Pty. Ltd.			
Lot	From	To	Filed with
1	1	100	C250358
2	101	200	C250358
3	201	300	C250358
4	301	400	C250358
5	401	500	C250358
6	501	600	C250358
7	601	700	C250358
8	701	800	C250358

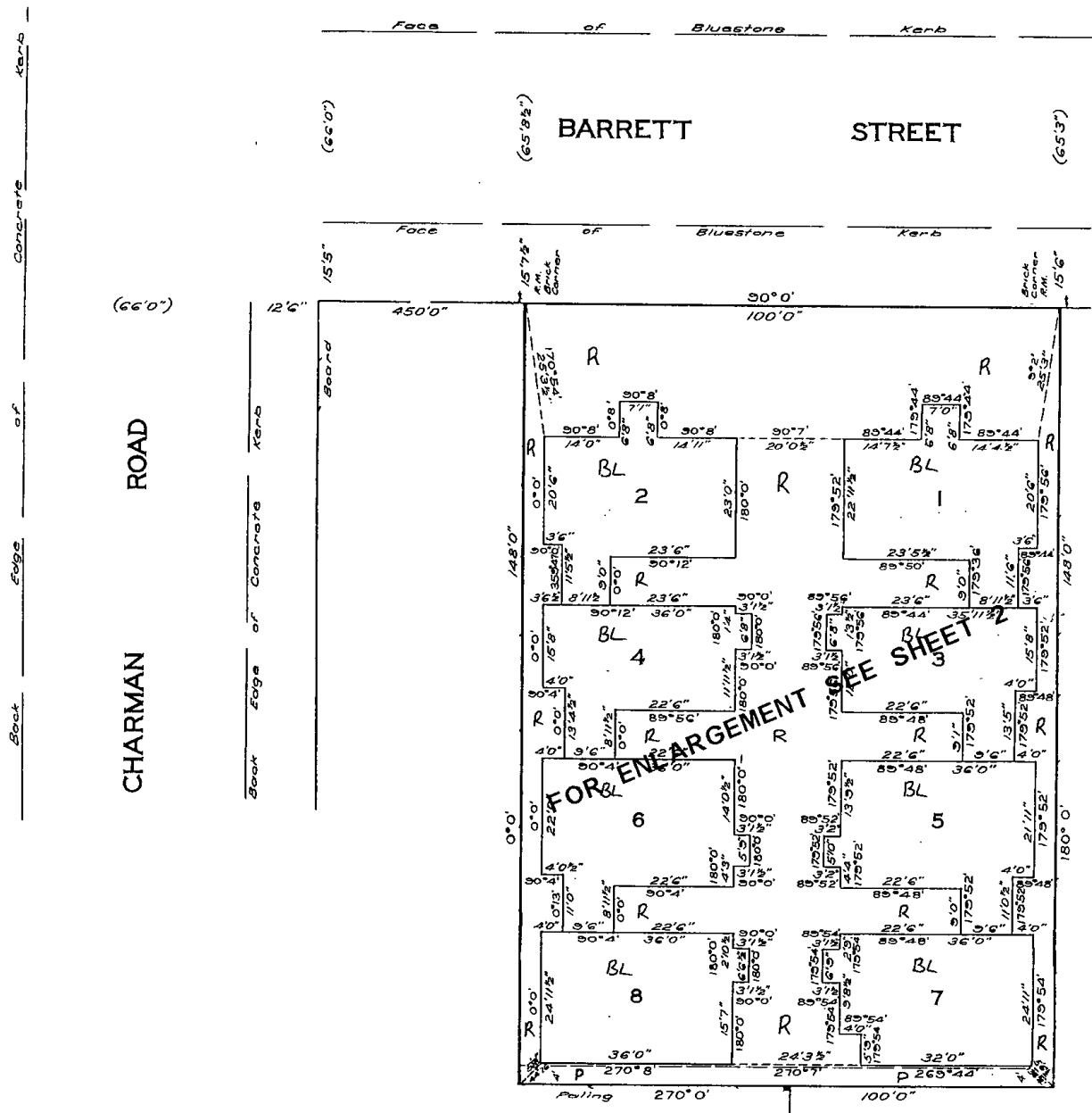
Lot Number	Colour Designated	Between	
		Upper Level	Lower Level
1-8 inclusive	Blue	117.50	108.00

Lot Number	Colour Designated	Above Level	Below Level
		9	Red & Purple
Residual	Blue	117.50	108.00

Note:- The levels mentioned are to the M.M.B.W. Datum, Bench Mark No 1906 Reduced Level 122.51 and is situated in Charman Road.

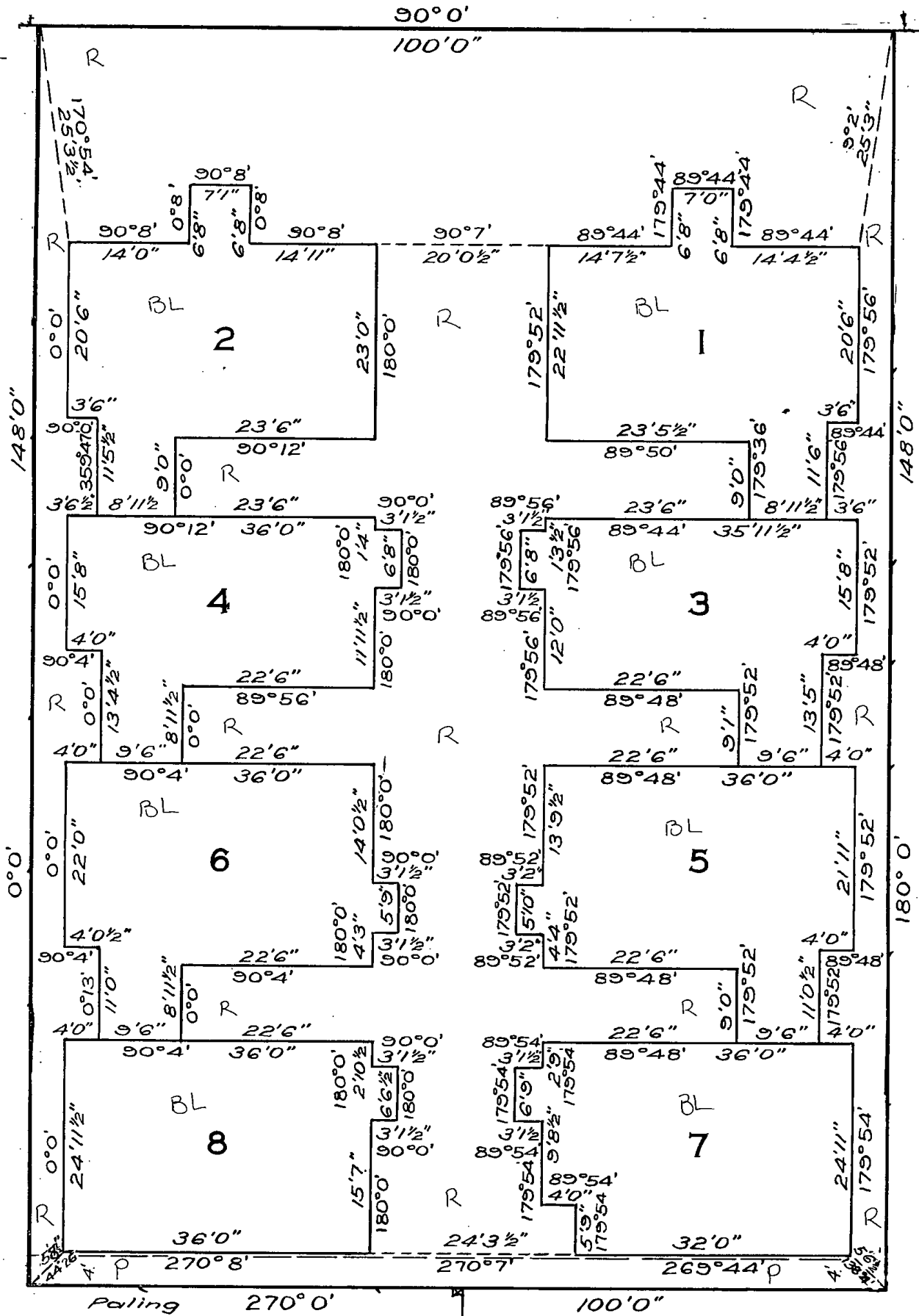
Lots 1 to 8 inclusive, described above, are constructed buildings in accordance with the Transfer of Land Statutum Estates Act, 1960

The land coloured Purple is appropriated or set apart as a sewerage easement.



# BARRETT

# STREET









# Imaged Document Cover Sheet

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19 C622308

C622308

10-49 102735 00124-66

PETER D. GARRETTY

VICTORIA

C H A R G E

WE, LEIGH HARDY, T.V. Technician and MERYS JOAN HARDY, Married Woman both of 29 Hotham Street, Beaumaris (hereinafter called "the Owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in ALL THAT piece of land being Lot 3 on Plan of Subdivision No. 68963 lodged in the Office of Titles being part of the land described in Certificate of Title Volume 3934 Folio 703 subject to the encumbrances notified hereunder and desiring to render the said land available for the purpose of securing to and for the benefit of 14 BARRETT STREET PTY. LTD. the registered office of which is situate the office of K. D. Courtney & Son, 1st floor, 505 Bourke Street, Melbourne the annuity hereinafter mentioned DO HEREBY CHARGE the said land for the benefit of the said 14 BARRETT STREET PTY. LTD. (hereinafter called "the Company") with an annuity of Two Hundred pounds to be paid at the times and in the manner following that is to say; Such annuity shall be payable by equal quarterly instalments of Fifty Pounds each on the first day of January April July and October in each year PROVIDED that if throughout the quarter immediately preceding the due date for payment of any instalment of the said annuity as aforesaid the Owner or his transferees the registered proprietor or proprietors for the time being of the land hereby charged has duly performed and observed the terms and conditions and the covenants to be by him or them performed concerning and touching the grant by the Company of rights over the Company's land or any part thereof and the services to be rendered by the Company in relation to the said land and the land hereby charged the Company shall release the Owner or other registered proprietor or proprietors for the time being of the land hereby charged in respect of the payment of such instalment AND subject as aforesaid the Company shall be entitled to all powers and remedies given to an annuitant by the Transfer of Land Acts.

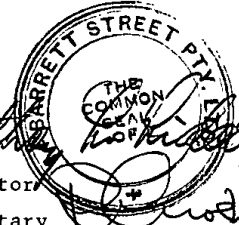
DATED the 14<sup>th</sup> day of July One thousand nine hundred and sixty-six.

SIGNED at Melbourne by the said LEIGH HARDY and MERYS JOAN HARDY in the presence of -

*Leigh Hardy*  
*Merys Joan Hardy*  
*Graham*

THE COMMON SEAL of 14 BARRETT STREET PTY. LTD. was hereunto affixed by authority of a resolution of the Board of Directors and in the presence of :-

*Anthony*  
*Robert*  
Director  
Secretary



SEP-27-66 202407 58536

LE A 101 \*\*\*\*\*3-00

VICTORIA-STAMP DIVY



DC622308-1-8

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8

REC-50

C622308  
Folio

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- 2 -

ENCUMBRANCES REFERRED TO:

Any easements affecting the land hereby charged.

The covenants contained in Instrument of Transfer No. *C601307*  
entered in the Register Book.

*6*  
*67.*



DC622308-2-4

To the Registrar of Titles

Please Register this Charge and  
and hand duplicate charge to

Peter D. Garrety and Certificate  
of Title to ~~Walgall & Cranthorpe~~  
~~Walgall & Cranthorpe~~

A memorandum of the within instrument  
has been entered in the Register Book.

Walguller Cranthorpe  
per E.P.K.



PETER D. GARRETTY,  
Solicitor,  
151 Queen Street,  
MELBOURNE.  
67-8257 JHG

	DATED 1966
MR. I. & MRS. M. J. HARDY - and - TOWN HOUSE CONSTRUCTION PTY. LTD. CHARGE	



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>C601307</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>14/03/2024 15:03</b>

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- 2 -

men to enter upon the dominant land for the purpose of repairing maintaining reinstating or renewing the same pipes sewers drains and tubes and wires the transferor or other the registered proprietor or proprietors for the time being of the servient land or any part thereof doing no unnecessary damage by or in the course of such entry repair maintenance reinstatement or renewal and making good all damage done thereby or in the course thereof.

AND THE TRANSFEREE with the intent that the benefit of the following covenants shall be attached to and run at law and in equity with each and every Lot on the aforesaid Plan of Subdivision (other than the dominant land) and each and every part thereof and that the burden of this covenant shall be annexed to and run at law and in equity with the dominant land and each and every part thereof DOETH HEREBY for himself his heirs executors administrators and transferees COVENANT with the said transferor and her transferees the registered proprietor or proprietors for the time being of such of the Lots on the aforesaid Plan of Subdivision and each and every part thereof (other than the dominant land) as stand in the name of the said transferor and as separate covenants with each registered proprietor or proprietors of any Lot on the aforesaid Plan of Subdivision already transferred his or their heirs executors administrators and transferees the registered proprietor or proprietors for the time being thereof -

1. That he will not do or suffer to be done on the dominant land or on any part thereof anything which shall be a nuisance or annoyance to any person or persons for the time being owning or occupying any part of the land comprised in the aforesaid Plan of Subdivision nor suffer permit or allow the same to be used for any illegal or immoral purposes.
2. That he will not use or suffer or permit to be used on the dominant land any machine equipment or instrument operated by electricity which causes interference with wireless or television reception unless such machine equipment or instrument is effectively fitted with a device which prevents interference with wireless or television reception by any person or persons for the time being occupying any of the land comprised in the aforesaid Plan of Subdivision.
3. That he will not use or occupy the dominant land or any part thereof or suffer the same to be used or occupied other than as a private dwelling house.
4. That he will not use or permit to be used any mechanical or other musical instrument of any kind nor practice or permit to be practised any singing on the dominant land between the hours of 12 midnight and 8 a.m. so that the same is audible outside the dominant land.
5. That he will not without the prior consent in writing of the registered proprietor or proprietors for the time being of each of the lots on the aforesaid Plan of Subdivision (other than the



dominant land) paint or permit to be painted or make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the land hereby transferred or any part thereof

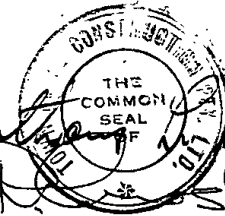
AND IT IS INTENDED that the above covenants shall appear as an encumbrance on the Certificate of Title to issue in respect of the dominant land and shall run with the dominant land.

DATED this 20<sup>th</sup> day of September One thousand nine hundred and sixty-six.

THE COMMON SEAL of TOWN HOUSE )  
CONSTRUCTION PTY. LTD. was hereunto )  
affixed by authority of the Directors )  
in the presence of - )

Director

Secretary



SIGNED at Melbourne )  
by the said LEIGH HARDY and MERYS ) X  
JOAN HARDY in the presence of - ) X

Witness:

*[Handwritten signature]*

ENCUMBRANCES REFERRED TO:

The encumbrances (if any) affecting the land hereby transferred.



DC601307-2-0

A memorandum of the within instrument  
has been entered in the Register Book.



DATED 26 1966

14 BARRETT STREET PTY. LTD.

- to -

MR. L. & MRS. M. J. HARDY.

TRANSFER OF LAND

PETER D. GARRETT,  
Solicitor,  
151 Queen Street,  
MELBOURNE.

67-8257



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# QUEEN'S CAVEAT

## Section 106(a) Transfer of Land Act 1958

**X584764G**  
090701 1821 106A



### REGISTRAR OF TITLES VICTORIA



Her Majesty Queen Elizabeth II forbids registration of any transfer or dealing with any part of the land by the named registered proprietor.

Land:

Volume 8599 Folio 495

Named Registered Proprietor:

LORRAINE ELIZABETH ALLCOCK



DX584764G-1-1

Reason for recording Queen's caveat:

Named registered proprietor is a represented person within the meaning of the Guardianship and Administration Act 1986.

Dated: 03/07/2001

*Assistant Registrar of Titles*

THE BACK OF THIS FORM MUST NOT BE USED

*11/7/01*

*Asep*

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL



NO. G33305

In the Matter of LORRAINE ALLCOCK

Administration Order

Before : P Graves

Upon An Application for an Administration Order Dated the 7th March, 2001 by Bronwyn Lee Harding Administration Block, Hampton 15 Beach Road HAMPTON VIC 3188

in respect of Lorraine Allcock

The Tribunal is satisfied of the proposed Represented Person's disability and inability to make reasonable judgments in respect of her estate and of the need for the appointment of an administrator.

THE TRIBUNAL ORDERS ;

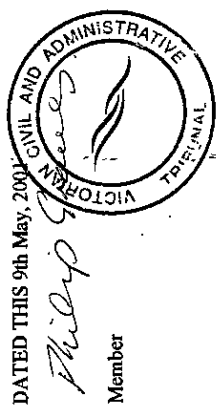
- 1. That Luigi Adrian Papaleo Judge & Papaleo Solicitors P O Box 2620 FITZROY VIC 3065 be appointed Administrator of the Estate of the Represented Person with all the powers and duties conferred by Part 5 Division 3 and 3A of the Guardianship and Administration Act 1986.
2. For acting as administrator, Luigi Adrian Papaleo is entitled to the following remuneration (inclusive of GST) from the estate of the Represented Person:
A A commission on gross income received at a rate not exceeding:
(i) 3.3% in respect of Centrelink or Department of Veterans' Affairs pensions and allowances; and
(ii) 6.6% in respect of other income; and
B A commission not exceeding 5.5% of the gross value of any assets of the estate.
3. By the 9 July 2001, the administrator(s) complete and forward to the Tribunal a Plaintiff's Statement of Management Declaration detailing the financial position of the represented person.
4. By the 9 July 2001, the administrator(s) forward to the Tribunal a Plaintiff's Statement of Management Declaration detailing the financial position of the represented person for its approval.



55 King Street Melbourne VIC 3000 DX210576 Melbourne Telephone 03 9628 9811 GPO Box 5408CC, Melbourne VIC 3001 Facsimile 03 9628 8932 Victorian Toll Free 1800 133 055

- 5. That the administrator(s) complete and lodge a Form of Accounts with State Trustees Limited of 168 Exhibition Street, Melbourne, according to the following schedule:
The First Form Of Accounts for the period 09 May 2001 to 09 February 2002 is to be lodged with State Trustees no later than 28 days after 09 February 2002. Subsequent Forms of Accounts are to be lodged on an annual basis, each to be lodged no later than 28 days after the end of the relevant twelve month period.
6. That this Administration Order be reviewed WITHIN 3 YEARS.
7. That this order continue to have effect until further order of the Tribunal.

And that the Represented Person, the Applicant and any other person entitled thereto, may apply to the Tribunal for a review of its order at any time.



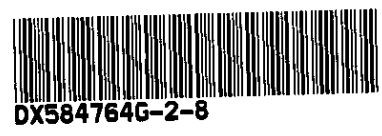
DATED THIS 9th May, 2001 Philip Graves Member

I HEREBY CERTIFY THIS TO BE A TRUE AND COMPLETE COPY OF THE ORIGINAL

MICHAEL MURPHY WHITTINGTON 33-37 Hotham Street, Collingwood 3066 A current practitioner within the meaning of the Legal Practice Act 1996.

Handwritten signature of Michael Murphy Whittington

X584764G 090701 1821 106A



55 King Street Melbourne VIC 3000 DX210576 Melbourne Telephone 03 9628 9811 GPO Box 5408CC, Melbourne VIC 3001 Facsimile 03 9628 8932 Victorian Toll Free 1800 133 055

**X584764G**

090701 1821 106A



LAND TITLES OFFICE

IN THE MATTER of the land described in Certificate of Title Volume 8599 Folio 495.

I, ~~LUIGI ADRIAN PAPALEO~~ of 33-37 Hotham Street, Collingwood in the State of Victoria, Solicitor, do solemnly and sincerely declare:

1. THAT I am the Administrator for Lorraine Elizabeth Allcock the registered proprietor of the real property described above. Annexed hereto and marked with the letter "A" is a certified copy of the Order made by the Victorian Civil and Administrative Tribunal, formerly the Guardianship and Administration Board, on the 9<sup>th</sup> May, 2001. The Order is in force and has not lapsed or been revoked. The person referred to in the Order as the Represented Person is one and the same as the registered proprietor of the real property.

I acknowledge that this declaration is true and correct and I make it in the belief that a persons making a false declaration is liable to the penalties of perjury.

Declared at Collingwood )  
in the State of Victoria, the )  
29 Day of JUNE 2001 )

Before me:

**MICHAEL MURPHY WHITTINGTON**  
33-37 Hotham Street, Collingwood 3066  
A current practitioner  
within the meaning of the Legal  
Practice Act 1996.

**MICHAEL MURPHY WHITTINGTON**  
33-37 Hotham Street, Collingwood 3066  
A current practitioner  
within the meaning of the Legal  
Practice Act 1996.



# Imaged Document Cover Sheet

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C622309

C622309

\*\*\*5.00 F R T

10-49 102736 OCT 24 1966

REC'D.

198-1) *owner's* PETER D. GARRETTY  
*Prohewall & Co. Solicitors*  
SOLICITOR, 157 QUEEN STREET MELBOURNE

VICTORIA

APPLICATION FOR REGISTRATION OF SERVICE AGREEMENT PURSUANT TO SECTION 98c (1) OF THE TRANSFER OF LAND ACT 1958

TO: The Registrar of Titles,  
MELBOURNE.

14 BARRETT STREET PTY. LTD. the registered office of which is situate at the office of K.D. Courtney & Son, 1st Floor, 505 Bourke Street, Melbourne in the State of Victoria

HEREBY APPLIES for registration of a service agreement dated the 14<sup>th</sup> day of July 1966 and made between it and LEIGH HARDY T.V. Technician and

MERYS JOAN HARDY Married Woman both of 29 Hotham Street Beaumaris in the said State in respect of the Stratum estate being lot 3 on plan of subdivision No. 68963 lodged in the Office of Titles and being part of the land Described in Certificate of Title Volume 3934 Folio 703.

*wh 8579-495*  
*am*

DATED the 24<sup>th</sup> day of October 1966.

*Peter D. Garretty*  
Solicitor for the applicant



DC622309-1-2

2

*am*  
*24/10/66*



DATED

1966

14 BARRETT STREET PTY. LTD.

APPLICATION FOR REGISTRATION  
SERVICE AGREEMENT

PETER D. GARRETT,  
Solicitor,  
151 Queen Street,  
MELBOURNE, C.1.  
67-8257

C622309

SERVICE AGREEMENT

\$2-

THIS DEED made the 14<sup>th</sup> day of July, One thousand nine hundred and sixty-six B E T W E E N 14 BARRETT STREET PTY. LTD. the registered office of which is situate at the office of K.D. Courtney & Son, 1st floor, 505 Bourke Street, Melbourne in the State of Victoria (hereinafter called "the Service Company") which expression shall where the context so admits include its successors assigns or other owner or registered proprietor for the time being of ALL THAT piece of land being Lot 9 on Plan of Subdivision No. 68962 lodged in the Office of Titles and being part of the land described in Certificate of Title Volume 3934 Folio 703 (hereinafter called "the Servient Property") of the one part and LEIGH HARDY, T. V. Technician and MERYS JOAN HARDY both of 29 Hotham Street, Beaumaris (hereinafter called "the Owner") which expression where the context so admits includes the personal representatives and assigns of the said Leigh Hardy and Merys Joan Hardy of the other part WHEREAS the owner is registered or entitled to be registered as the proprietor of an estate in fee simple in ALL THAT piece of land being Lot 3 on the aforesaid Plan of Subdivision (hereinafter called "the Owner's land") and the Service Company is registered or entitled to be registered as the proprietor of the Servient Property AND the Service Company has agreed to grant to the Owner certain rights over the Servient Property for such term and subject to such conditions as hereinafter appear and the Owner and the Service Company have agreed to enter into such mutual covenants and agreements with respect to such rights and otherwise as are hereinafter contained.

NOW THIS DEED WITNESSETH as follows: -



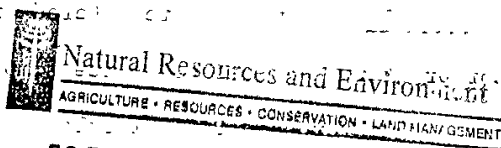
1. IN consideration of the covenants by the Owner hereinafter contained the Service Company hereby grants unto the Owner subject to the covenants restrictions and conditions hereinafter contained -
  - A. FIRSTLY full and free rights and liberty for the Owner and all persons authorised by him at all times and for all purposes of domestic use and convenience incident to the occupation of the Owner's land but not further or otherwise and in common with all other persons entitled to the like right to go pass and repass

SEP-27-66 2024 91 585336

LEA TGT \*\*\*\*\*2-00



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ascend and descend over on or in the pathways and driveways on the Servient Property and any common passages and stairways on the Servient Property;

B. SECONDLY the right for himself or other occupier of the Owner's land from time to time (in common with all other persons entitled to the like right) to use drying lines, gardens and yards on the Servient Property but subject to any rules or regulations with respect thereto made from time to time by the Board of Directors of the Service Company.

TO HOLD the premises unto the Owner (and so that the same premises shall be appurtenant to the Owner's Land) for the term of nine hundred and ninety years from the date hereof.

2. IN consideration of the covenants by the Owner hereinafter contained the Service Company hereby covenants with the Owner as follows:-

- (1) THAT the Service Company will at all times during the said term repair and maintain in good repair and condition the driveways, pathways, passages, and other like areas on the Servient Property.
- (2) THAT the Service Company will at all times during the said term repair, cause to be maintained in good repair and condition in all pipes drains sewers wires and cables on the Servient Property and which are used in common by or are provided for use in common by the occupiers of two or more lots on the aforesaid Plan of Subdivision and will pay all charges payable for the repair renewal or reinstatement thereof.
- (3) THAT the Service Company will at all times during the said term cultivate tend and keep in proper and tidy condition the gardens and paths on the Servient Property subject to any rules or regulations with respect thereto made from time to time by the Board of Directors of the Service Company and will repair and maintain in good repair and condition any roofs, foundations sheds structures and the buildings or part thereof on and forming

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Natural Resources and Environment  
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

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ascend and descend over on or in the pathways and driveways on the Servient Property and any common passages and stairways on the Servient Property;

B. SECONDLY the right for himself or other occupier of the Owner's land from time to time (in common with all other persons entitled to the like right) to use drying lines, gardens and yards on the Servient Property but subject to any rules or regulations with respect thereto made from time to time by the Board of Directors of the Service Company.

TO HOLD the premises unto the Owner (and so that the same premises shall be appurtenant to the Owner's Land) for the term of nine hundred and ninety years from the date hereof.

2. IN consideration of the covenants by the Owner hereinafter contained the Service Company hereby covenants with the Owner as follows:-

(1) THAT the Service Company will at all times during the said term repair and maintain in good repair and condition the driveways, pathways, passages, and other like areas on the Servient Property.

(2) THAT the Service Company will at all times during the said term repair, cause to be maintained in good repair and condition in all pipes drains sewers wires and cables on the Servient Property and which are used in common by or are provided for use in common by the occupiers of two or more lots on the aforesaid Plan of Subdivision and will pay all charges payable for the repair renewal or reinstatement thereof.

(3) THAT the Service Company will at all times during the said term cultivate tend and keep in proper and tidy condition the gardens and paths on the Servient Property subject to any rules or regulations with respect thereto made from time to time by the Board of Directors of the Service Company and will repair and maintain in good repair and condition any roofs, foundations sheds structures and the buildings or part thereof on and forming





part of the Servient Property and the walls and fences on the boundaries of the land comprised in the aforesaid Plan of Subdivision.

(4) THAT the Service Company will at all times during the said term pay all rates and taxes and charges (including Land Tax and excess water charges) levied on the Service Company in respect of the Servient Property or any such rates taxes and charges levied on the land comprised in the aforesaid Plan of Subdivision as a whole.

(5) THAT without prejudice to the generality of the covenants by the Service Company hereinbefore contained the Service Company will at all times during the said term execute all necessary and proper repairs to the Servient Property.

3. IN consideration of the Service Company's covenants herein contained the Owner hereby grants to the Service Company the right at all reasonable times and with servants agents and workmen to enter upon the Owner's land or any part thereof to repair any pipes sewers drains tubes and wires thereon leading to or from or serving the land included in the aforesaid Plan of Subdivision or any part thereof as are on or pass through the Owner's land or any part thereof the Service Company doing no unnecessary damage by or in the course of such entry repair maintenance reinstatement or renewal and making good all damage done thereby or in the course thereof.

4. THE Owner hereby covenants with the Service Company as follows:-

(1) The Owner shall pay to the Service Company service charges and maintenance contributions of such amounts at such times and in such manner as the directors shall by resolution in accordance with the Articles of Association of the Company from time to time determine PROVIDED that the amount of the Service charge and maintenance contribution determined to be payable by the Owner as aforesaid shall not exceed the amount payable by any other owner of a flat at 14 Barrett Street, Cheltenham.



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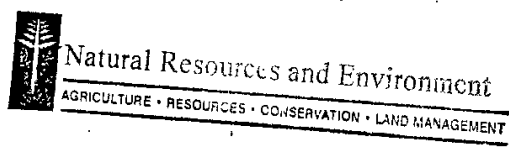
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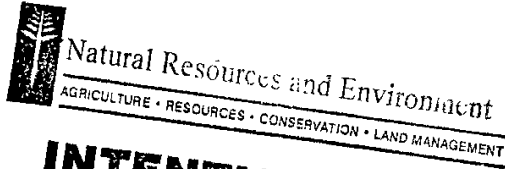


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- (2) To observe and perform the covenants set out in the second Schedule hereto.
- (3) To indemnify the Service Company against any costs loss or damage suffered or incurred by the Service Company by reason of any breach of the aforesaid covenants.

5. IF any sum or sums or part thereof payable by the Owner shall be in arrear for fourteen days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Owner shall at any time fail or neglect to perform or observe any of the covenants or agreements on his part to be performed and observed and hereinbefore contained or shall become bankrupt or if the Owner or any assign of the owner being a Company shall enter into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then and in any such case at any time the Service Company may determine the term hereby granted and exclude the Owner from the exercise or enjoyment hereunder of the rights hereby granted and this deed shall be deemed to be mutually cancelled and the Service Company may execute and lodge at the Office of Titles an instrument cancelling this agreement PROVIDED that if the registered proprietor of the Owner's land or other person entitled to possession of the Owner's land shall pay to the Service Company all amounts owing to the Service Company by the Owner at the date of the determination of this deed all amounts that would have been payable by the Owner if this deed had not been determined and such costs and expenses incurred by the Service Company in or about or as a result of such determination together with interest on such sums at the rate of eight per centum per annum and shall remedy any breach of covenant on the Owner's part to the satisfaction of the Directors of the Service Company or where it is incapable of remedy shall provide an adequate monetary compensation for such breach then the Service Company will at the cost and expense of such registered proprietor or other person entitled to possession of the Owner's land enter into a deed with such registered proprietor or person so entitled to possession containing the same terms conditions and covenants as are herein contained.



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6. THE Owner and his personal representatives shall remain personally liable to perform the conditions covenants and agreements herein contained and to pay any service charges and maintenance contribution hereinbefore reserved and covenanted to be paid notwithstanding any assignment by the Owner or his personal representatives of his interest hereunder PROVIDED that if the Owner transfers his interest in the Owner's land and such successor in title becomes the registered proprietor of the Owner's land then upon the successor in title paying to the Company any sums which the Directors determine to be owing to the Company by the Owner in respect of Service charges or Maintenance Contributions the Company shall release the Owner from all liability in respect of any service charge or maintenance contribution payable after the date of such transfer and in respect of the observance or performance of any condition covenant and agreement herein contained after the date of such transfer.

7. THE Service Company hereby further covenants with the Owner that the Owner paying the service charges and maintenance contributions hereby by him agreed to be paid and performing and observing the covenants and agreements on the part of the Owner to be observed and performed hereinbefore contained shall during the said term peaceably and quietly hold and enjoy the said aforesaid premises without any lawful interruption or disturbance by the Service Company or any person or persons claiming through under or in trust for the Service Company.

8. IF any dispute shall arise between the Service Company and the Owner whether in relation to the interpretation of this Deed or to any act or omission of either party hereunder or in relation to any other matter or thing touching the obligations and covenants herein contained or if the consent of the Board of Directors to any matter or thing which is pursuant to the covenants contained in the Schedule hereto prohibited except with the consent in writing of the Board of Directors is in the opinion of the Owner unreasonably or unnecessarily withheld or refused or if the Board of Directors pursuant to the terms of covenant (14) hereinafter contained makes any requirement of the Owner which the Owner considers to be unreasonable or unnecessary having regard to all the circumstances then

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such dispute matter or question shall be referred to a single arbitrator in case the parties agree upon one otherwise to two arbitrators one to be appointed by the Owner and the other to be appointed by the Board of Directors. Such arbitration shall be on the terms and subject to the provisions of the Arbitration Act 1958 or any statutory modification thereof for the time being in force and the decision given in such arbitration shall be final and binding on all parties hereto.

9. WHERE more persons than one are the owners of the Owner's land the covenants hereinbefore contained on the Owner's part to be performed shall be deemed joint and several covenants by them and the word "owner" wherever occurring shall be deemed to mean and include the owners and each of them and their respective heirs executors administrators transferees and assigns. Words importing the masculine gender shall be deemed and taken to include females and words importing persons shall include companies and corporations.

IN WITNESS whereof the COMMON SEAL of 14 BARRETT STREET PTY LTD was hereunto affixed and the hand and seal of the said LEIGH HARDY AND MERYS JOAN HARDY was set the day and year first hereinbefore written.

THE COMMON SEAL of 14 BARRETT STREET  
PTY LTD was hereunto affixed by authority  
of a resolution of the Board of Directors  
in the presence of :

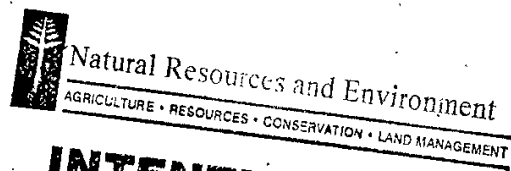


Director *Anthony H. Hardy*  
Secretary *R. Penochis*

SIGNED SEALED AND DELIVERED by the said  
LEIGH HARDY and MERYS JOAN HARDY  
in the presence of :

*Leigh Hardy*  
*Merys Joan Hardy*  
*James H. Samble*

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THE SCHEDULE

OWNER'S COVENANTS

(1) THAT he will not do or suffer to be done on the Owner's land or any part thereof anything which shall be a nuisance or annoyance to the person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision nor suffer permit or allow the same to be used for any illegal or immoral purpose.

(2) THAT he will not use or suffer or permit to be used on the Owner's land any machine equipment or instrument operated by electricity which causes interference with wireless or television reception unless such machine equipment or instrument is effectively fitted with a device which prevents interference with wireless or television reception by any person or persons for the time being owning or occupying any of the land comprised in the aforesaid Plan of Subdivision.

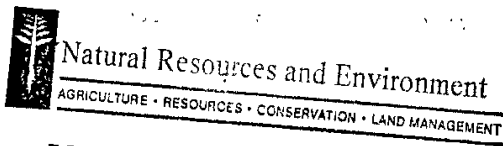
(3) THAT he will not permit to be used any mechanical or other instrument of any kind nor practise or permit to be practised any singing between the hours of midnight and 8 a.m. so that same is audible outside the Owner's land.

(4) THAT he will not do or suffer to be done on the Owner's land any act or thing by reason or in consequence of which any increased or extra premium may be payable for the insurance of any building or buildings on the Servient Property or on the land or any part of the land comprised in the aforesaid Plan of Subdivision or any part thereof excepting the Owner's land against loss or damage by fire or any policy for such insurance may become void or voidable.

(5) THAT he will not place or permit to be placed or store or permit to be stored on the Servient Property or any part thereof any firewood or other fuel or any other materials or goods without the consent of the Board of Directors of the Company in writing first had and obtained and then only on the terms and subject to the conditions as in any such written consent specified.







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(6) THAT he will not hang or suffer to be hung any clothes or articles from or on the outside of the Owner's land.

(7) THAT he will not display or permit to be displayed any placard advertisement or sign on the Owner's land or in any window on the exterior thereof so that the same is visible on the outside thereof except with the consent of the Board of Directors of the Company in writing first had and obtained.

(8) THAT he will comply with any order or direction lawfully given under or pursuant to any Act of Parliament or any regulation or by-law made thereunder with respect to any work act or thing to be done on or to the Owner's land and will carry out or cause to be carried out any such work in a proper and workmanlike manner doing no unnecessary damage by or in the course thereof and making good all damage thereby or in the course thereof to the Servient Property or other land and buildings comprised in the aforesaid Plan of Subdivision.

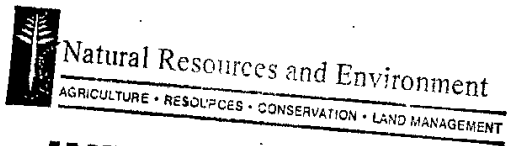
(9) THAT he will maintain in good repair and proper working order all drains pipes tubes sewers and wires for the provision of gas electricity water sewerage disposal hot water and refrigeration which are on and terminate in and serve the Owner's land and all apparatus and equipment used for or in connection with the provision of the aforesaid services which are on the Owner's land.

(10) THAT he will not without the prior consent in writing of the Board of Directors of the Company first had and obtained and then only on the terms and subject to the conditions as in any such written consent specified paint or make any alterations or additions whether structural or otherwise to the exterior of the Owner's land or any part thereof so that any addition whether structural or otherwise to the Owner's land is visible from the outside thereof.

(11) THAT he and any tenant or licensee of the Owner's land will not park or leave or permit to be parked or left on the Servient Property or any part or parts thereof any motor car or other vehicle.



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(12) THAT he will cause all taps equipment and apparatus on the Owner's land to be effectively fitted with washers or otherwise maintained so as to prevent waste and/or annoyance to any person and will ensure that all taps on the Owner's land are properly turned off when not in use.

(13) THAT he will not place or permit to be placed any materials in the water closet or sewerage pipes on the Owner's land so as to cause a blockage thereof.

(14) THAT he and any tenant and licensee of the Owner's land will observe and perform any rules or regulations made from time to time by the Board of Directors of the Company with respect to the disposal of garbage and in particular and without limiting the generality of the foregoing that he will not keep or place on any part of the Servient Property any tin or receptacle for rubbish contrary to any rule or regulation relating thereto made from time to time by the Board of Directors of the Company.

(15) THAT he will maintain the windows thereon in good and proper tenantable state of repair and will regularly clean both the interior and exterior thereof.

(16) THAT he will not without the previous consent in writing of the Board of Directors part with possession of the Owner's land or any part thereof unless he shall obtain from any such tenant or licensee an undertaking under seal to observe and perform all the covenants and obligations contained in this Agreement and on the part of the Owner to be observed and performed and in particular any such tenancy agreement or licence shall contain a clause absolutely prohibiting the sub-letting or parting with possession of the Owner's land by such tenant or licensee to any other person the provisions of the Property Law Act or any other statutory enactment notwithstanding.

(17) THAT he will keep the Owner's land and all walls party walls, roofing, sewers drains pipes wires cables and appurtenances belonging thereto in good and tenantable repair and condition and in particular



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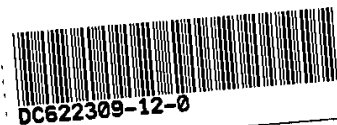
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(but without prejudice to the generality of the foregoing) so as to support shelter and protect the lots on the said Plan of Subdivision other than the Owner's land.

(18) THAT he will insure the Owner's land against damage or destruction by fire for an amount equal to the full replacement value thereof and in the event of any damage or destruction occurring that he will not allow the proceeds of such insurance to be directed to any purpose other than the complete restoration in a good and workmanlike manner of the buildings erected on the said land at the time such damage or destruction took place except with the consent of the Board of Directors.

(19) THE covenants in this Schedule numbered (5), (7) and (10) are subject to the provisoes that the consent of the Board of Directors shall not be unreasonably or unnecessarily withheld.



A memorandum of the within Instrument  
has been entered in the Register Book.



DATED 1966

14 BARRETT STREET PTY. LTD.

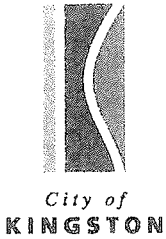
- with -

MR. L. & MRS. M. U. HARDY

SERVICE AGREEMENT.

PETER D. GARRETTY,  
Solicitor,  
151 Queen Street,  
MELBOURNE.  
67-8257

*In the Register of the  
Please Register this Service Agreement  
and send duplicate Service Agreement to  
Peter D Garretty and Certificate of  
Title to Wiegall and Constanter  
Wiegall and Constanter  
per E.P.K.*



SENDER  
City of Kingston  
PO Box 1000, Mentone, VIC 3194

# Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2023 TO 30 JUNE 2024



031 0026217

L E Allcock  
C/- C & L O'Brien  
1 Gramatan Av  
BEAUMARIS VIC 3193

*School Payment  
13/2/2024*

TAX INVOICE  
ABN 80 640 377 247  
kingston.vic.gov.au  
1300 653 356 (131 450)  
info@kingston.vic.gov.au  
cityofkingston

**PAY ONLINE**  
kingston.vic.gov.au/pay-rates

## NOTICE SUMMARY

ASSESSMENT NUMBER **145761/1**  
DATE ISSUED **27/07/2023**

**TOTAL AMOUNT PAYABLE**  
**\$1,029.21**

INCLUDES THE FOLLOWING:

**TOTAL REBATES**  
**-\$423.20**

**ARREARS OUTSTANDING**  
**\$0.00**

Interest may be charged on outstanding arrears from 1 July 2023.



### Council Rate & Charges 2023/2024

General Rate = CIV x 0.0017661 rate in \$	\$936.03
Municipal Charge	\$100.00
Waste Choice E-120lt Bin & Recycle Bin	\$267.00
Council Pension Rebate	-\$120.00
Victorian Government Rebate	-\$253.20
<b>Total Council Rate &amp; Charges 2023/2024</b>	<b>\$929.83</b>

### Victorian Government Fire Services Property Levy 2023/2024

FRV Residential Rate = CIV X .000046 rate in \$	\$24.38
FRV Residential Fire Services Property Levy-Fixed	\$125.00
Fire Services Property Levy Pension Rebate	-\$50.00
<b>Total Victorian Government Fire Services Property Levy 2023/2024</b>	<b>\$99.38</b>

**TOTAL \$1,029.21**

Payments and ownership changes made after 14 July 2023 may not be shown on this notice.

## PROPERTY DETAILS

**DESCRIPTION**  
3 14-16 Barrett Street,  
CHELTENHAM VIC 3192

**SITE VALUE**  
\$240,000

**CAPITAL IMPROVED VALUE**  
\$530,000

**NET ANNUAL VALUE**  
\$26,500

**OPERATIVE VALUATION DATE**  
1 July 2023

**LEVEL OF VALUE DATE**  
1 January 2023

**LAND USE (FOR FSPL)**  
Residential

**AVPCC**  
120 - Single Unit/Villa  
Unit/Townhouse

PAYMENTS AND OWNERSHIP CHANGES MADE AFTER 1 JULY 2023 MAY NOT BE SHOWN IN THIS NOTICE

## PAYMENT OPTIONS

### PAY BY INSTALMENTS

30 SEPTEMBER 2023	\$257.46
30 NOVEMBER 2023	\$257.25
28 FEBRUARY 2024	\$257.25
31 MAY 2024	\$257.25

To take up the instalment option, please make the first payment by 30 September, 2023. Your first instalment will include any arrears outstanding (if any).

### PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$1,029.21

Due date 15 February 2024



## Scan to pay

Pay in full or choose flexible instalment options that suit you.



Scan the QR code or visit payable.kingston.vic.gov.au to register and see weekly, fortnightly or monthly instalment options.

Register to receive your notice via email

Go to [kingston.vic.gov.au/e-rates](http://kingston.vic.gov.au/e-rates)

### Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

**145761/1**

RATEPAYER:

L E Allcock

PROPERTY DESCRIPTION:

3 14-16 Barrett Street, CHELTENHAM VIC 3192

### SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468

BILLER CODE  
8938

REF  
1457 611



BILLER CODE  
8938

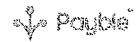
REF  
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131 816

BILLER CODE  
0327

REF  
0014 5761 1



Use your mobile phone to scan and view your flexible payment options or visit [payble.kingston.vic.gov.au](http://payble.kingston.vic.gov.au)

ARREARS ONLY \$0.00

INSTALMENT \$257.46

FULL PAYMENT \$1,029.21

INTERNAL USE ONLY



\*327 001457611



\*327 001457611



506217001 0026887 #87504



Payments (Visa/MasterCard) & account balances:  
southeastwater.com.au or call 1300 659 658

**Account enquiries:**

southeastwater.com.au/enquiries or call 131 851  
Mon-Fri 9am to 6pm

**Faults and emergencies (24/7):**

live.southeastwater.com.au or call 132 812

**Interpreter service:**

For all languages 9209 0130  
TTY users 133 677 (ask for 131 851)



598660-001 008976(36627) D031

LORRAINE E ALLCOCK  
C/O: C & L O'BRIEN  
1 GRAMATAN AVE  
BEAUMARIS VIC 3193

*PAID 6/2/24*

**Account number:** 5142143  
**Date due:** 07 February 2024

<b>Last bill</b>	<b>Payments received</b>	<b>Balance</b>	<b>Current charges</b>	<b>Total due</b>
\$122.60	− \$122.60cr	= \$0.00	+ \$124.35	\$124.35

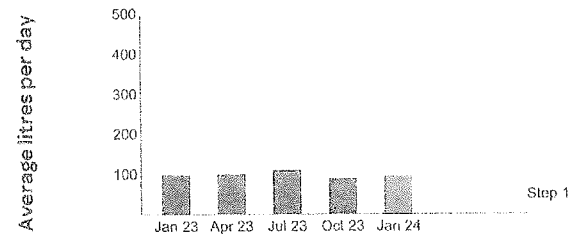
## Your account breakdown

<b>Issue date</b>	19 January 2024
<b>Property</b>	Flat 3 14 Barrett Street CHELTENHAM VIC 3192
<b>Property reference</b>	26K//06487/17
<b>Last bill</b>	\$122.60
<b>Payment received</b>	\$122.60cr
<b>Balance brought forward</b>	\$0.00
<b>Our charges (no GST)</b>	\$147.29
<b>Concessions applied</b>	\$73.65cr
<b>Other authorities' charges (no GST)</b>	\$50.75
<b>Total due</b>	\$124.35

## Your snapshot

<b>Average daily water use</b>	97 litres
<b>Average daily cost</b>	\$1.61

## Your water use



## Previous bills

Number of people in a household	Jan 23	Apr 23	Jul 23	Oct 23	Jan 24
Average daily use (litres) per person	97	49	32	24	19
Meeting target 150?	✓	✓	✓	✓	✓

## Payment options



**Direct debit**  
Set up payments at southeastwater.com.au/paymybill



**EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 5142143  
Account name: South East Water Corporation



**BPAY\* (Up to \$20,000)**  
Bill code: 24208 Ref: 1000 5142 1400 001



**Postbillpay**  
BillpayCode: 0361 Ref: 1000 5142 1400 001  
Call 131 816 Visit: postbillpay.com.au  
Or visit an Australia Post store



**Credit card**  
Pay by Visa or MasterCard at  
southeastwater.com.au/paymybill  
or call 1300 659 658.



**Centrepay**  
Use Centrepay to make regular deductions from your Centrelink payment  
Reference number: 555 050 397J

Property ref: 26K//06487/17  
FLAT 3 14 BARRETT STREET  
CHELTENHAM VIC 3192

PN26K



\*361100051421400001

**Total due:** \$124.35  
**Account number:** 5142143  
**Date paid:**   
**Receipt number:**

## Our charges

### Meter reading details

Date read: 17/01/2024

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
MAF060503	797	788	9	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 17 April 2024.

### Water usage (water and sewage)

For period 16/10/23 to 17/01/24 (93 days)

Step 1 9 kl @ \$3.4928 per kl = \$31.44

**Total usage charges \$31.44**

Steps are calculated on a daily average up to 440 litres

**Service charges For period 01/01/24 to 31/03/24**

Water service charge \$21.48

Sewerage service charge \$94.37

**Total service charges \$115.85**

**Our charges \$147.29**

### Other authorities' charges

Parks 01/01/24 to 31/03/24 Charge \$21.21

Waterways and Drainage charge 01/01/24 to 31/03/24 \$29.54

**Total other authorities \$50.75**

**Total current charges \$198.00**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see [southeastwater.com.au/pricing2023](https://southeastwater.com.au/pricing2023)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for 01/01/24 to 31/03/24.

#### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [parks.vic.gov.au/about-us/parks-charge](https://parks.vic.gov.au/about-us/parks-charge). The charge is for 01/01/24 to 31/03/24.

### Additional information

#### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](https://southeastwater.com.au/paymentsupport)

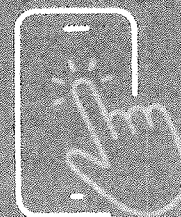
#### Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at [southeastwater.com.au/customer-charter](https://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Switch to eBills

A simple step, to a lot less paper.

[southeastwater.com.au/ebills](https://southeastwater.com.au/ebills)



**South East Water Corporation**  
 ABN 89 066 902 547  
 101 Wells Street Frankston VIC 3199  
 PO Box 2268 Seaford VIC 3198 Australia

**BUILDING CERTIFICATE**  
**Building Regulations 2018**  
**Regulation 51 (1)**



**Certificate Number :** JA:KENNS2:473362  
**Your Reference:** 72159084-020-2:61461  
**Contact:** Susan Kennedy  
**Phone number:** 9581 4130

18 March 2024

**Property Address: 3 / 14-16 Barrett Street, CHELTENHAM VIC 3192**

**Regulation 51(1)**

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

**Residential Notes:**

- As of 1 December 2019 all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11<sup>th</sup> March 2009 all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

A handwritten signature in black ink, appearing to read "John Anagianis".

**John Anagianis**  
**Municipal Building Surveyor**

*community inspired leadership*

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road

1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

**BUILDING CERTIFICATE**  
**Building Regulations 2018**  
**Regulation 51 (2)**



**Certificate Number :** JA:TZINM1:473362  
**Your Reference:** 72159084-022-6:61462  
**Contact:** Maria Tzintzis  
**Phone number:** 9581 4130

15 March 2024

**Property Address: 3 14-16 Barrett Street, CHELTENHAM VIC 3192**

**Regulation 51(2)**

Is the property in a designated <b>Termite</b> area ?	<b>YES</b>
Is the property in a designated <b>Snowloads</b> area ?	<b>NO</b>
Is the property in an <b>Unsewered</b> area ?	<b>NO</b>
FLOODING INFORMATION	<b>NO</b>
Is the property in an area liable to flooding?	
Is the allotment in 'Flood area' within the meaning of Regulation 153?	<b>NO</b>
Is the allotment in 'designated land or works' within the meaning of Regulation 154?	<b>NO</b>

For Designated Bushfire Prone Areas – Refer to the Land Channel website  
<https://www.planning.vic.gov.au/latest-news/introducing-vicplan-zones-and-overlays-map-viewer>

**Notes**

- Bushfire Note: All building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.
- Planning Information – a separate application is required for Planning information. Please refer to [www.kingston.vic.gov.au](http://www.kingston.vic.gov.au) for application form
- Legal Point of Discharge - A separate application is required for Point of Discharge. Please refer to [www.kingston.vic.gov.au](http://www.kingston.vic.gov.au) for an application form.
- As of 1 December 2019 all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.

A handwritten signature in black ink, appearing to read 'John Anagianis'.

**John Anagianis**  
**Municipal Building Surveyor**

*community inspired leadership*

# Property Clearance Certificate

## Land Tax



INFOTRACK / ROTMAN & MORRIS

Your Reference: 241412

Certificate No: 73410585

Issue Date: 20 MAR 2024

Enquiries: TVD0

Land Address: UNIT 3, 14 -16 BARRETT STREET CHELTENHAM VIC 3192

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12201533	3	68963	8599	495	\$0.00

Vendor: LORRAINE ELIZAB ALLCOCK, LORIS O'BRIEN & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS LORRAINE ELIZABETH ALLCOCK	2024	\$240,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$530,000

SITE VALUE: \$240,000

CURRENT LAND TAX CHARGE: \$0.00

# Notes to Certificate - Land Tax

Certificate No: 73410585

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$240,000

Calculated as \$975 plus ( \$240,000 - \$100,000) multiplied by 0.000 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 73410585

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 73410585

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ROTMAN & MORRIS

Your Reference: 241412

Certificate No: 73410585

Issue Date: 20 MAR 2024

Land Address: UNIT 3, 14 -16 BARRETT STREET CHELTENHAM VIC 3192

Lot	Plan	Volume	Folio
3	68963	8599	495

Vendor: LORRAINE ELIZAB ALLCOCK, LORIS O'BRIEN & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 73410585

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser



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

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 73410581</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 73410581</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rotman & Morris C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 88370

NO PROPOSALS. As at the 14th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 3 14-16 BARRETT STREET, CHELTENHAM 3192  
CITY OF KINGSTON

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

Date of issue: 14th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 72159084 - 72159084145912 '88370'**

# CERTIFICATE FOR SECTION 32

Owners Corporation Plan No. ST 999231

**Re: VENDOR: LORRAINE ALLCOCK**

**Property: Lot 3, 14 BARRETT STREET P/L 14-16 BARRETT ST CHELTENHAM 3192**

**Your Ref:**

This certificate is issued for Lot 3 known as Unit No. 3 on Stratum Plan No 999231 the postal address of which is 3 / 14 BARRETT ST P/L 14-16 BARRETT ST CHELTENHAM 3192

1. The current fees for the above Lot are \$2080.00 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year.
2. The fees are paid up until 31/03/2024.
3. The total of unpaid fees or charges for the Lot is: Nil.
4. No special fees or levies have been struck except: Nil.
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:- **None to our knowledge.**
6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING AGENCIES
No. of Policy:	25646
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	\$3,130,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$6,078
Renewal Date:	7th December 2024
7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>	<u>Investment Accounts</u>
Administration Fund	\$ 4474.97	\$ 0.00
<b>TOTAL</b>	<b>\$ 4474.97</b>	<b>\$ 0.00</b>
9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:- **A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.**
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
  - **Contract with MBCM Cheltenham**
  - **No formal arrangement is in place for allocation of the 6 carport areas.****Residents may have the use of a car space with approval of the company but these are not on title to the adjacent unit.**  
**Owners Corporation Management, Common Garden Maintenance**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-  
**- None to our knowledge.**
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-  
**- None to our knowledge.**
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-  
**- None to our knowledge.**
14. The Owners Corporation has appointed a manager as follows:-  
Name           MBCM Cheltenham  
Address       Office 23, 328 Reserve Road Cheltenham 3192
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation  
(1) Stratum Plan No 999231

Dated this 20th day of March 2024



Joseph Ojaimi Manager and Delegate of the Owners Corporation  
For and on behalf of MBCM Cheltenham  
Office 23, 328 Reserve Road Cheltenham 3192  
info@mbcmcheltenham.com.au

**NOTE: 1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.**  
**2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).**

Please find attached

- (i) a copy of the Rules of the Owners Corporation
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting

**THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS**

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

**ELECTRONIC PAYMENT OF SETTLEMENT FUNDS**

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.



Biller Code: 96503

Biller Reference: 208170373 19749



**14 BARRETT STREET PTY LTD**  
**14-16 BARRETT STREET CHELTENHAM 3192**

**Minutes of the Annual General Meeting of Directors**  
**Held at MBCM Office 23, 328 Reserve Road, Cheltenham**  
**on Wednesday 23<sup>rd</sup> August 2023 at 12.00pm midday via Zoom**

<b>PRESENT</b>	Unit 5 Polina Dozortseva
<b>IN ATTENDANCE</b>	Joseph Ojaimi for MBCM Strata Specialists Cheltenham, managing agents to the company.
<b>ITEM 1 QUORUM QUORUM</b>	As there was not a quorum present, all decisions are interim decisions. These decisions only become final decisions of the company if no petition is received within 29 days <b>Moved Lot 5</b>
<b>ITEM 2 CHAIRMAN</b>	It was resolved that Joseph Ojaimi act as chairman for the meeting. <b>Moved Unit 5</b>
<b>ITEM 3 MEETING RULES</b>	It was resolved to adopt the meeting rules <b>Moved Unit 5</b>
<b>ITEM 4 APOLOGIES</b>	Nil
<b>VOTING ENTITLEMENT</b>	All members present have full voting rights
<b>ITEM 5 MINUTES</b>	Minutes of the previous Annual General Meeting held on 24th August 2022 were taken as read and confirmed as a true record of the meeting. <b>Moved Unit 5</b>
<b>ITEM 6 ANNUAL ACCOUNTS</b>	It was resolved that Financial Statements as presented be adopted as a true record of transactions of the company for the year ending 30 <sup>th</sup> June 2023. The Manager advised that the current bank balance was \$5,224.96.. <b>Moved Unit 5</b>
<b>ARREARS</b>	A Final Fee Notice has been sent to the owners Lot 4. It was further resolved that MBCM arrange a letter from the Solicitor demanding full payment of all outstanding fees, charges and interest owing. Failing this, debt recovery proceedings may be instigated at Magistrates Court. <b>Moved Lot 5</b> <b>MBCM TO ARRANGE</b>



**ITEM 6(a)**  
**INTEREST**

The following text was approved by Ordinary Resolution:  
*“That the Owners Corporation resolves to apply Penalty Interest at the rate prescribed under the Penalty Interest Rates Act 1983 to any overdue Company Fees and/or charges.*

**Moved Unit 5**  
**MBCM TO ARRANGE**

**ITEM 6(b)**  
**SOLVENCY**

The following text was approved by ordinary Resolution:  
*“There are reasonable grounds to believe that the company will be able to pay its debts as and when they fall due”*

**Moved Unit 5**

**ITEM 6(b)**

The following text was approved by Ordinary Resolution:

**ARREARS PROCESS**

- (a) *That a Fee Notice is to be issued at least 28 days prior to due date*
- (b) *That if payment is not received within one (1) month of the due date interest will be applied from that date until paid in full.*
- (c) *A courtesy reminder email will be sent one (1) month after the due date along with a copy of the Fee Notice.*
- (d) *Failure to pay then results in a Final Fee Notice being issued noting that if payment is not received within 28 days the Owners Corporation may refer the matter to VCAT for resolution.*
- (e) *That if payment is not received within one (1) month of the date of issue of the Final Fee Notice a Letter of Intent to refer the matter to VCAT within seven (7) days may be issued.*
- (f) *That an administration fee of \$55.00 will be charged to the Owner of a lot to which a “Letter of Intent” is issued*

**LEGAL ACTION**

*“That the Manager is to take all steps necessary on behalf of the Owners Corporation for recovery of outstanding levies, charges and any interest due by any member to the Owners Corporation including commencing proceedings in VCAT or any Court of competent jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.”*

**Moved Lot 5**  
**MBCM TO ARRANGE**

**ITEM 7**  
**ELECTION OF DIRECTORS**

It was resolved to re-elect all owners as directors. Ms P Dozortseva was elected as Chairperson and the Manager to arrange the Company statement to reflect.

**Moved Unit 5**  
**MBCM TO ARRANGE**



## ITEM 8 INSURANCE

The Manager advised that they are licensed with ASIC as an authorised representative of CHU Underwriting Agencies Pty Ltd and Honan Insurance Group Pty Ltd. The Manager is licensed to provide factual and general advice only. Honan Insurance Group Pty Ltd are brokers for insurers which include SUU Agency Pty Ltd, Allianz Australia Insurance Ltd, Axis Underwriting Services Pty Ltd, Longitude Insurance Pty Ltd and Queensland Underwriting Solutions Pty Ltd.

The Manager is required to obtain clear instructions from members for the renewal of the insurance. The Manager advised that an insurance valuation should be obtained if the Owners are not certain of the level of cover required. Financial Services Guides and Product Disclosure Statements were presented to all owners.

It was resolved that an insurance valuation was required. Cover is currently provided with CHU Underwriting Agencies Pty Ltd. It was resolved that the Manager was to arrange an insurance valuation with Insurance Valuations Australia. The report will then be uploaded to the website for all owners to view. It was resolved that the Manager was to renew the insurance according to the building sum insured as recommended by the Valuer.

**Moved Lot 5**  
**MBCM TO ARRANGE**

## INSURANCE EXCESS

*"The Company resolves the insured party (the Company) pay the policy excess for insurance claims affecting more than one lot. Where a lot owner derives the exclusive benefit of a claim within their lot, the respective lot owner must pay the excess."*

**Moved Lot 5**  
**MBCM TO ARRANGE**

**Please note that public liability within the lot and owners' contents such as carpet and light fittings are not covered under the Owners' Corporation insurance policy. Separate contents cover should be taken by owner occupiers or landlords cover for absentee owners to cover such items. Owners are reminded to check their smoke detectors regularly and of their obligation to notify the insurer of any mortgagee interest in their unit.**

## ITEM 9 BUDGET

Members resolved to adopt the budget as presented with fees to increase to a budget total of \$16,640 (\$520 per unit per quarter). Fees are payable quarterly and are due on 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October.

**Moved Unit 5**  
**MBCM TO ARRANGE**

The Manager reminded members of the need to maintain sufficient funds in their account to cover possible emergency repairs as well as regular maintenance. Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

Legal action can also be initiated where the Owners Corporation fees fall into arrears. The costs of the legal fees that accrue in pursuit of outstanding contributions are also payable by the unit owner involved and not the Owners Corporation



## **SPECIAL LEVY**

Further discussion then took place regarding the need to strike an additional levy to address the cash shortfall in the Owners Corporation bank account and the upcoming insurance premium.

Members resolved that the Manager strike the following levies:

1. Levy total \$2,500 due 1<sup>st</sup> October 2023 (\$312.50 per unit)
2. Levy total \$2,500 due 1<sup>st</sup> December 2023 (\$312.50 per unit)

**Moved Unit 5**

## **APPOINTMENT OF MANAGER**

MBCM Strata Specialists Cheltenham was reappointed as Manager, at the management fee as detailed in the budget, under the terms as stated in the Strata Community Australia (Vic) Contract of Appointment.

**Moved Unit 5**

## **ITEM 10 MAINTENANCE**

Nil

## **ITEM 11 OH&S**

**OBLIGATIONS:** MBCM Strata Specialists advises all members that the Owners Corporation has obligations under the Occupational Health & Safety Act 2004 and Occupational Health & Safety Regulations 2017. All Common Property is deemed to be a "workplace" and must comply fully with the requirements of the Act and any revisions or Codes of Practice.

The Owners Corporation also has responsibility to ensure that all contractors are suitably qualified in their area of work, are aware of OH&S Policy & Procedures, provide full details or proof of relevant insurances, complete a Safe Working Agreement or Job Safety Analysis where required. MBCM Strata Specialists can attend to these matters on behalf of the Owners Corporation.

**PENALTIES:** Members are advised that failure to comply with OH&S obligations are considered Criminal, not Civil, acts and may carry penalties up to 3,000,000 for a corporation and \$600,000 for individual members and imprisonment for up to 5 years.

Members are also advised that Public Liability Insurance does not cover any penalty or compensation arising from such breaches. Members will be jointly and severally liable for any penalties or compensation arising from any breach.

The Manager advised the meeting that to comply with the Essential Service Regulations (ESR) and Occupational Health and Safety (OH&S) requirements, it is the responsibility of owners to ensure any items of maintenance that are required to the common property are reported as soon as possible to enable rectification work to be undertaken. This includes trip hazards on paths of access and egress, oil spills or slippery surfaces and also items that are not adequately supported such as leaning fences or dislodged windows or guttering.





The Manager advised members that an annual OH&S inspection should be obtained to identify any potential hazard on the common property for further attention. After discussion members resolved NOT to obtain an Occupational Health & Safety Inspection contrary to advice by the Manager. Members advised that there were no hazards currently at the property. Members agreed to continue the process of making regular inspections of the common property themselves and advise the Manager of any possible hazards that require rectification or repair.

**Moved Lot 5**  
**OWNERS TO ARRANGE**

**ITEM 12**  
**GENERAL**  
**BUSINESS**

Nil

**ITEM 13**  
**VENUE FOR**  
**NEXT MEETING**

It was resolved that the next meeting will be held via Zoom at 12pm midday on a Wednesday at the end of August 2024.

**Moved Unit 5**  
**MBCM TO ARRANGE**

**THERE BEING NO FURTHER BUSINESS**  
**THE MEETING CLOSED AT 12:45pm**



**WILSON PATERAS**  
ACCOUNTANTS & ADVISORS

## **MINUTES OF MEETING OF DIRECTORS**

**14 BARRETT STREET PTY. LTD.**

**ACN - 004 632 231**

**MINUTES OF MEETING OF DIRECTORS**  
**14 BARRETT STREET PTY. LTD.**  
**ACN: 004 632 231**

**HELD ON:** \_\_\_\_\_

**HELD AT:** UNIT 7 14-16 BARRETT STREET, CHELTENHAM, VIC 3192.

**ATTENDEES:** Daphne Joyce James, Jonathan Logan Gault, Lorraine Elizabeth Allcock,  
Nancy Jane Matthews, Nancy May Price, Polina Dozortseva, Yan Ma,  
Yolande Fay Henderson

**CHAIRPERSON:** Polina Dozortseva was appointed as the Chairperson of the meeting.

**RESOLUTION:** It was RESOLVED that, in the opinion of the Directors, pursuant to Section 347A(1) of the Corporations Act 2001 with respect to the Annual Company Statement as at its review date of 28 May 2023, and having reviewed and considered the Company's current and projected financial position, in the Directors' opinion the Company is solvent and there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

There being no further business the meeting was closed.

**SIGNED BY THE CHAIRPERSON:**

A handwritten signature in black ink, appearing to read 'P. Dozortseva', is written over a horizontal line. The signature is stylized and cursive.

Polina Dozortseva  
**31/05/23**  
Dated: \_\_\_\_\_

Inquires 1300 300 630

Issue date 28 May 23

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 33214210

## Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. **Do not return this statement.** You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information.**

ACN 004 632 231  
FOR 14 BARRETT STREET PTY. LTD.

REVIEW DATE: 28 May 23

## You must notify ASIC of any changes to company details — Do not return this statement



To make changes to company details or amend incorrect information

- go to [www.asic.gov.au/changes](http://www.asic.gov.au/changes)
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.  
Ph: 1300 300 630



Use your agent.

## Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement.**

**1 Registered office**  
9 BONDI AVENUE FRANKSTON VIC 3199

**2 Principal place of business**  
UNIT 7 14-16 BARRETT STREET CHELTENHAM VIC 3192

### 3 Officeholders

Name:	NANCY JANE MATTHEWS
Born:	ONTARIO CANADA
Date of birth:	08/03/1934
Address:	UNIT 6 14-16 BARRETT STREET CHELTENHAM VIC 3192
Office(s) held:	DIRECTOR, APPOINTED 28/05/1965
Name:	NANCY MAY PRICE
Born:	MELBOURNE VIC
Date of birth:	13/03/1933
Address:	UNIT 7 14-16 BARRETT STREET CHELTENHAM VIC 3192
Office(s) held:	DIRECTOR, APPOINTED 28/05/1965
Name:	DAPHNE JOYCE JAMES
Born:	MIDDLESEX UNITED KINGDOM
Date of birth:	04/05/1944
Address:	UNIT 8 14-16 BARRETT STREET CHELTENHAM VIC 3192
Office(s) held:	DIRECTOR, APPOINTED 08/05/1987
Name:	LORRAINE ELIZABETH ALLCOCK
Born:	CARLTON VIC
Date of birth:	24/09/1951
Address:	UNIT 3 14-16 BARRETT STREET CHELTENHAM VIC 3192

These details continue on the next page

14 BARRETT STREET PTY. LTD. ACN 004 632 231

Page 1 of 5

## Company statement continued

Office(s) held: DIRECTOR, APPOINTED 21/01/1994  
Name: YOLANDE FAY HENDERSON  
Born: COLOMBO SRI LANKA  
Date of birth: 17/08/1951  
Address: UNIT 1 14-16 BARRETT STREET CHELTENHAM VIC 3192  
Office(s) held: DIRECTOR, APPOINTED 21/07/1989  
Name: JONATHAN LOGAN GAULT  
Born: SCOTLAND UNITED KINGDOM  
Date of birth: 25/04/1974  
Address: UNIT 4 14-16 BARRETT STREET CHELTENHAM VIC 3192  
Office(s) held: DIRECTOR, APPOINTED 15/12/2006  
Name: YAN MA  
Born: TIANJIN CHINA  
Date of birth: 25/06/1980  
Address: UNIT 2 14-16 BARRETT STREET CHELTENHAM VIC 3192  
Office(s) held: DIRECTOR, APPOINTED 23/08/2016  
Name: POLINA DOZORTSEVA  
Born: MOSCOW RUSSIAN FEDERATION  
Date of birth: 28/03/1989  
Address: 9 BONDI AVENUE FRANKSTON VIC 3199  
Office(s) held: DIRECTOR, APPOINTED 31/07/2015

### 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
A	A CLASS	800	\$1600.00	\$0.00

### 5 Members

Name: NANCY JANE MATTHEWS  
Address: UNIT 6 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: DAPHNE JOYCE JAMES  
Address: UNIT 8 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: NANCY MAY PRICE  
Address: UNIT 7 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: LORRAINE ELIZABETH ALLCOCK  
Address: UNIT 3 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

## Company statement continued

Name: YAN MA

Address: UNIT 2 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: YOLANDE FAY HENDERSON

Address: UNIT 1 14-16 BARRETT STREET CHELTENHAM VIC 3192

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: JONATHAN LOGAN GAULT

Address: UNIT 4 14-16 BARRETT STREET CHELTENHAM VIC 3192

Name: IRENE GAULT

Address: UNIT 5 8 MANOR STREET BRIGHTON VIC 3186

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

Name: POLINA DOZORTSEVA

Address: 9 BONDI AVENUE FRANKSTON VIC 3199

Share Class	Total number held	Fully paid	Beneficially held
A	100	Yes	Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

## End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the *Corporations Act 2001*.

## Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see [www.asic.gov.au/addresses](http://www.asic.gov.au/addresses).

### 6 Contact address for ASIC use only

Registered agent name: WILSON PATERAS ACCOUNTING PTY LTD  
Registered agent number: 28163  
Address: PO BOX 3305 RICHMOND VIC 3121

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## Company statement continued

Director(s) of the company have reviewed the details of the company above and agreed to report all necessary changes to ASIC.

A handwritten signature in black ink, appearing to read 'Polina Dozortseva', followed by a horizontal line extending to the right.

Polina Dozortseva / Director



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 March 2024 02:49 PM

## PROPERTY DETAILS

Address: **3/14-16 BARRETT STREET CHELTENHAM 3192**  
 Lot and Plan Number: **Lot 3 LP68963**  
 Standard Parcel Identifier (SPI): **3\LP68963**  
 Local Government Area (Council): **KINGSTON**  
 Council Property Number: **473362**  
 Planning Scheme: **Kingston**  
 Directory Reference: **Melway 86 J3**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

[Planning Scheme - Kingston](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **South East Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
 Legislative Assembly: **SANDRINGHAM**

## OTHER

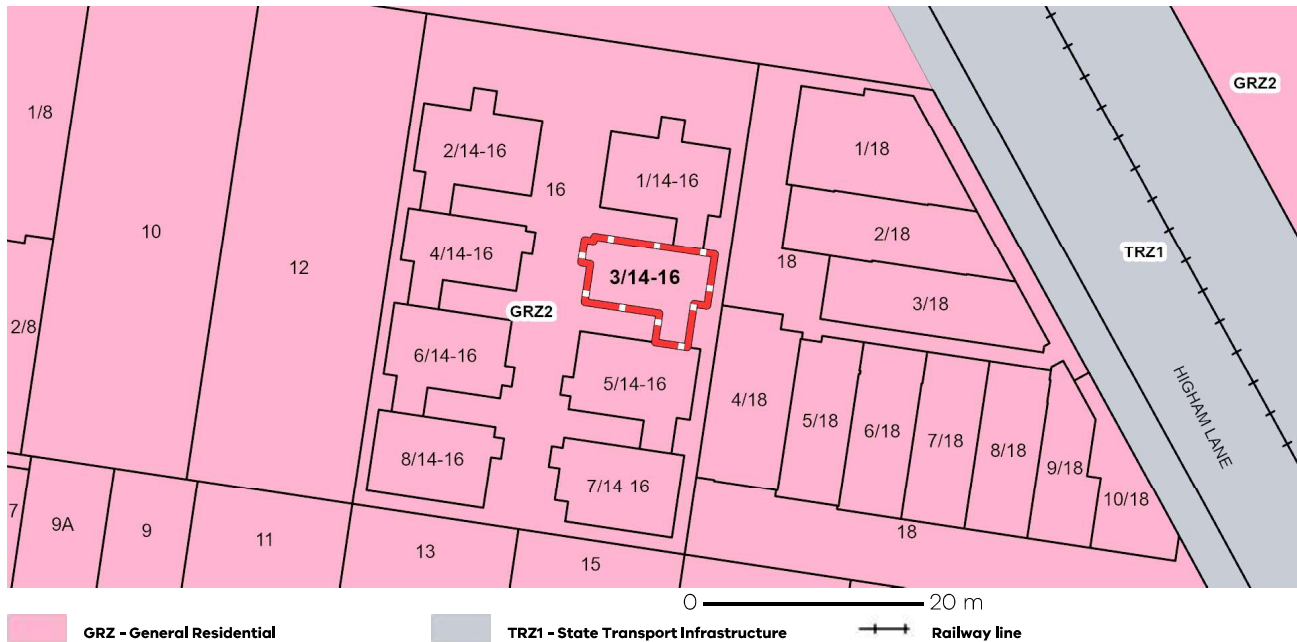
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

## Planning Overlays

No planning overlay found

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

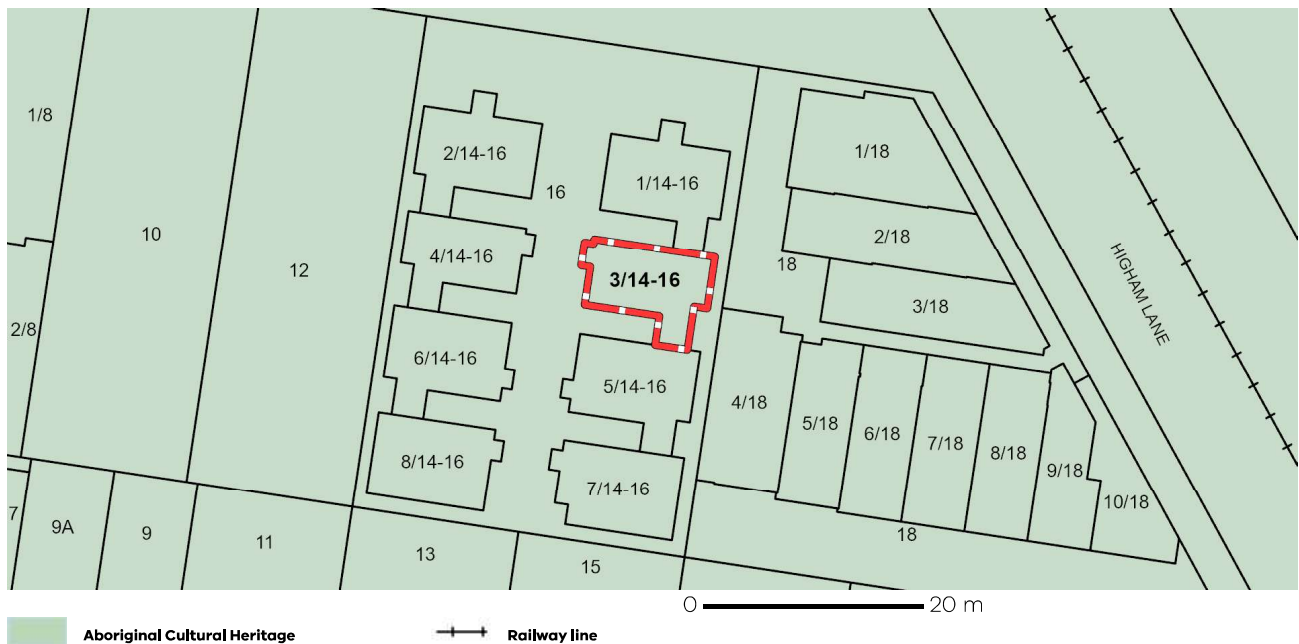
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

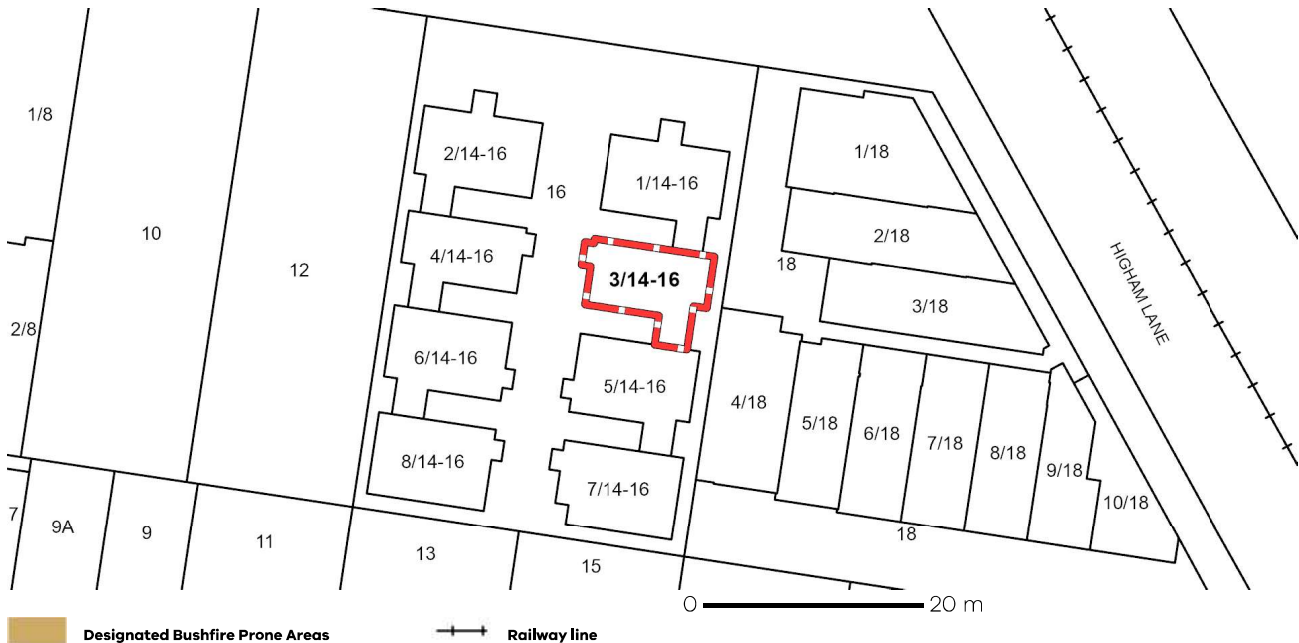
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# Due Diligence Checklist



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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

### Land boundaries

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

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

### Planning controls

#### ***Can you change how the property is used, or***

### ***the buildings on it?***

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

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

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

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

### **Safety**

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

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

### **Building permits**

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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