

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: Unit 1, 23 Santolin Drive HILLSIDE VIC 3037**

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;
- Special conditions, if any; and
- General conditions (as set out in Form 2 of the **Estate Agents (Contracts) Regulations 2008**)
- **In the above order of priority.**

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used primarily for farming;
- 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- 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 this contract for sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part ii of that Act; and a copy of the full terms of this Contract.

The authority of a person signing:

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../..... /20

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

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

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

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 ...../..... /20

**Peter Sidney Thomas**

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Name:	<b>MP Property Agents</b>		
Address	<b>Suite 111 Level 2, UL40 1341 Dandenong Rd Chadstone 3148</b>		
Email:	<b>max@mpproperty.com.au</b>		
Tel: 9190 8949	<b>Mob: 0418 378 900</b>	<b>Ref: Max Pisano</b>	

### VENDOR

Name:	<b>Peter Sidney Thomas</b>		
Address	<b>Unit 1, 23 Santolin Drive HILLSIDE VIC 3037</b>		

### VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Name:	<b>Melbourne Title Transfers Pty Ltd</b>		
Address	<b>29 Trisha Drive Rowville Vic 3178</b>		
Email:	<b>kathy@melbournetitletransfers.com.au</b>		
Tel: 03 8374 3855	<b>Mob: 0488 001 857</b>	<b>Ref: Kathleen Brady 2328:KB</b>	

### PURCHASER

Name:			
Address			
ABN/ACN:			

### PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

Name:			
Address			
Email:			
Tel:	<b>Mob:</b>	<b>Ref:</b>	

### PROPERTY ADDRESS

The address of the property is: Unit 1, 23 Santolin Drive HILLSIDE VIC 3037

### **LAND** (General Conditions 3 & 9)

The land is –

Described in the table below –

Certificate of Title reference	being lot	on plan
Volume <b>10465</b>	Folio <b>875</b>	<b>11</b>
		<b>427930W</b>

The land includes all improvements and fixtures.

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

All fixed floor coverings, light fittings and window furnishings as inspected prior to signing the Contract

**Payment** (General Condition 11)

Price \_\_\_\_\_  
Deposit \_\_\_\_\_ by \_\_\_\_/\_\_\_\_/\_\_\_\_ (of which \$\_\_\_\_\_ has been paid)  
Balance \_\_\_\_\_ payable at settlement

**Settlement** (General Condition 10)

Is due on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Lease** (General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1. If '**subject to lease**' then particulars of the lease are:

Not Applicable

**GST** (General Condition 13)

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

Not Applicable

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

Not Applicable

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

Not Applicable

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

Not Applicable

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

**SPECIAL CONDITIONS**

**If the Contract is subject to special conditions then particulars of the Special Conditions are:-**

# 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.

# **Sale of Land (Public Auctions) Regulations 2014**

## **SCHEDULE 1 Regulations 5, 6 and 7**

### **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION**

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

## **Special Conditions**

### **1 SALE BY AUCTION (only applicable if property is sold by Auction)**

- 1.1 The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out as in schedule 1 to the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those rules.
- 1.2 The bidder to whom the property is knocked down shall within 15 minutes after the fall of the hammer pay the said deposit and signs this contract. If the said bidder fails to pay such deposit and sign such contract within the specified time the vendor may at his option thereupon or at any time thereafter sell the land either by auction or private treaty to any other purchaser and the said bidder shall not be entitled to call for a contract of sale of the said land and shall have no interest, legal or equitable, in such land.

### **2 FOREIGN INVESTMENT REVIEW BOARD APPROVAL**

- 2.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
- 2.2 In the event the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has ceased to be empowered to make an order under part 11 of the Foreign Acquisitions and Takeovers Act 1975.
- 2.3 If there is any breach of the warranty contained in special condition 4.1 or 4.2 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage, penalty fine, legal costs or other costs including any consequential loss which the vendor incurs as a result of the breach.
- This warranty and indemnity do not merge on completion of this contract.
- 2.4 The purchaser warrants that the purchaser is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

### **3 GUARANTEE**

- 3.1 If the purchaser shall be or include a Proprietary Company and the said company shall forthwith after the execution of this contract (if so required by the vendor) procure the execution by each of its directors of a Guarantee in the form annexed hereto.

### **4 NOMINATION**

- 4.1 The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance and observance of all the purchaser's obligations under this contract and it shall be a condition precedent to such nomination that:
- 4.1.1 The named purchaser shall have the substitute or additional purchaser/s sign an acknowledgment of receipt of a copy of the vendor's statement and provide the statement to the vendor's conveyancer;
- 4.1.2 If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser/s shall deliver personal guarantee/s to the vendors conveyancer signed by all the directors of the said incorporated body.

## **5 PURCHASER ACKNOWLEDGEMENTS**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspections and not relying upon any representation made by the vendor or any other person on the vendor's behalf.

The purchaser acknowledges that it has purchased the land and its dwelling and/or improvements (if any) in its present condition and the purchaser has entered into this Contract on that basis and acknowledges the land and its dwelling and/or improvements (if any) is sold:

- 5.1 In its present condition and state of repair;
- 5.2 Subject to all defects latent and patent;
- 5.3 Subject to any infestations and dilapidation;
- 5.4 Subject to any contamination and any contaminants whatsoever;
- 5.5 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- 5.6 Subject to any non-compliance with any Local Government Act or any Ordinance under that Act in respect of any building or improvement on the land; AND
- 5.7 Subject to any restrictions, agreements, easements, covenants, planning and zoning requirements.

The purchaser agrees not to seek to terminate or rescind the contract or make any objection or requisition or claim for compensation arising out of any of the matters covered by this clause.

## **6 OUTGOINGS**

The Purchaser acknowledges that all rates, taxes, assessments and outgoings in respect of the Land shall be apportioned between the Vendor and the Purchaser as from the Day of Sale. State Land Tax shall be adjusted on a Proportional Tax basis.



FORM 2  
Estate Agents Act 1980 *Regulation 5(a)*  
**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS**

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

**TITLE**

**1. Encumbrances**

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

**2. Vendor warranties**

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

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

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

### 7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or

- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.”

## **8. Builder warranty insurance**

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

## **9. General Law Land**

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.

- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10. Settlement**

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

### **11. Payment**

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

### **12. Stakeholding**

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
- (b) 'GST' includes penalties and interest.

### 14. Loan

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

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

### 15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## **TRANSACTIONAL**

### **16. Time**

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

### **17. Service**

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

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

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

#### **24. Loss or damage before settlement**

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

#### **25. Breach**

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

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

#### **DEFAULT**

##### **26. Interest**

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

##### **27. Default notice**

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

27.2 The default notice must:

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

**28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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





## VENDOR GST WITHHOLDING

VENDOR: Peter Sidney Thomas

PROPERTY: Unit 1, 23 Santolin Drive HILLSIDE VIC 3037

### TO THE PURCHASER:

The Vendor/s advise that they have obtained their own independent advice from their Accountant or Registered Tax Agent on the Sale of this property and confirm the following: -

GST is not to be withheld from the sale price by the Purchaser  
at Settlement

Or

GST is to be withheld from the sale price by the Purchaser  
at Settlement

GST on sale price at 1/11<sup>th</sup> of the sale price

Or

GST on sale price using Margin Scheme at 7%

*(To use the margin scheme the vendor must be registered for GST)*

ACN .....

ABN .....

Dated this 26<sup>TH</sup> day of NOVEMBER 20 20

  
.....

Peter Sidney Thomas

# Vendor Statement to the Purchaser of Real Estate

## Pursuant to Section 32 of the Sale of Land Act ("the Act")

**Vendor** Peter Sidney Thomas

**Property** Unit 1, 23 Santolin Drive HILLSIDE VIC 3037

### **1. Financial matters**

1.1. **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):-

- Are contained in the attached certificate/s.

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**

This section 1.3 applied if this Vendor Statement is in respect of a terms contract whether the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the Contract and before the purchaser is entitled to a conveyance or transfer of the land:-

- Not applicable.

1.4 **Sale Subject to Mortgage**

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

- Not applicable.

### **2. Insurance details in respect of the land**

2.1 **Damage and Destruction**

This section 2.1 only applies if this Vendor Statement is in respect of a contract which does NOT provides for the land to remain at the risk of the vendor until the purchaser is entitled to possession or receipt of rents and profits:-

- Not applicable.

2.2 **Owner Builder**

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

- Refer to attached Inspection Report.

### **3. Matters relating to 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):-
- See attached copies of title documents.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are:-
- To the best of the vendor's knowledge there is no existing failure to comply with the terms, of any easement, covenant or similar restriction. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

#### **3.2 Designated Bushfire Prone Area**

- This land **IS NOT** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

#### **3.3 Road Access**

- There is access to the property by road.

#### **3.4 Planning Report**

- Attached is a report with the required specified information.

### **4. Notices made in respect of land**

#### **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 property of which the vendor might reasonably be expected to have knowledge:-

- Unless contained in the attached certificate/s and all statement/s none to the vendor's knowledge. However, the vendor has no means of knowing all decisions of the government and other authorities unless such decisions have been communicated to the vendor.

#### **4.2 Agricultural Chemicals**

Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:-

- Unless contained in the attached certificate/s and all statement/s the vendor is not aware of any Notices, Property/Management Plans, Reports or Orders in respect of the land issued by a government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

#### **4.3 Compulsory Acquisition**

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*:-

- Unless contained in the attached certificate/s and all statement/s none to the vendor's knowledge.

## **5. Building Permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):-

- Is contained in the attached certificate/s.

## **6. Owners Corporation**

Particulars of the Owners Corporation within the meaning of the *Owners Corporations Act 2006*:-

- Not applicable.

## **7. Growth areas infrastructure contribution**

Not applicable.

## **8. Disclosure of non-connected services**

The following services are **not** connected to the land:-

- telephone services.

The Purchaser is to make their own enquiries as to what service is available or connected to the land / property prior to signing the Contract of Sale and Section 32 and shall make no claims upon the Vendor prior to or after settlement if any service is not available and / or not connected and the Purchaser shall pay any fees charged for those connections.

***The Vendor reserves the right to have some or all of the services listed above disconnected prior to settlement. Any costs of reconnection will be paid by the Purchaser. The Purchaser assumes responsibility for the transfer of services into the name of the Purchaser and the Vendor makes no representation in relation to the status of the services after the day of sale.***

***Warning to the Purchaser: You should check with the appropriate Authorities as to the availability, and costs, of providing any essential service not connected to the Property. If any of the above services are not connected at the time of sale and it is described as being connected in the Vendor Statement then the Purchaser indemnifies the vendor from any claims, actions, suits or demands for any utility not connected prior to or after Settlement whatsoever.***

## **9. Evidence of title**

Attached are copies of the following document/s concerning Title:-

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

## **10. Disclosure of Energy Information**

*(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in his Vendor Statement for convenience.)*

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

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

## **11. Due Diligence Checklist**

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

- Is attached.

The day of this Statement is the                      day of                      20

Signed by the  
Vendor.....  
**Peter Sidney Thomas**

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

The day of this Statement is the                      day of                      20

Signed by the  
Purchaser.....

.....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

**Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.**

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



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

Page 1 of 1

VOLUME 10465 FOLIO 875

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**LAND DESCRIPTION**

Lot 11 on Plan of Subdivision 427930W.  
PARENT TITLE Volume 10365 Folio 867  
Created by instrument PS427930W 01/09/1999

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
PETER SIDNEY THOMAS of 1 /23 SANTOLIN DRIVE HILLSIDE VIC 3037  
AL879259K 13/05/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL879260B 13/05/2015  
QANTAS STAFF CREDIT UNION LTD

COVENANT W500873W 04/01/2000

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

**DIAGRAM LOCATION**

SEE PS427930W 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 1 23 SANTOLIN DRIVE HILLSIDE VIC 3037

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS427930W

DOCUMENT END





# Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>23/11/2020 11:47</b>

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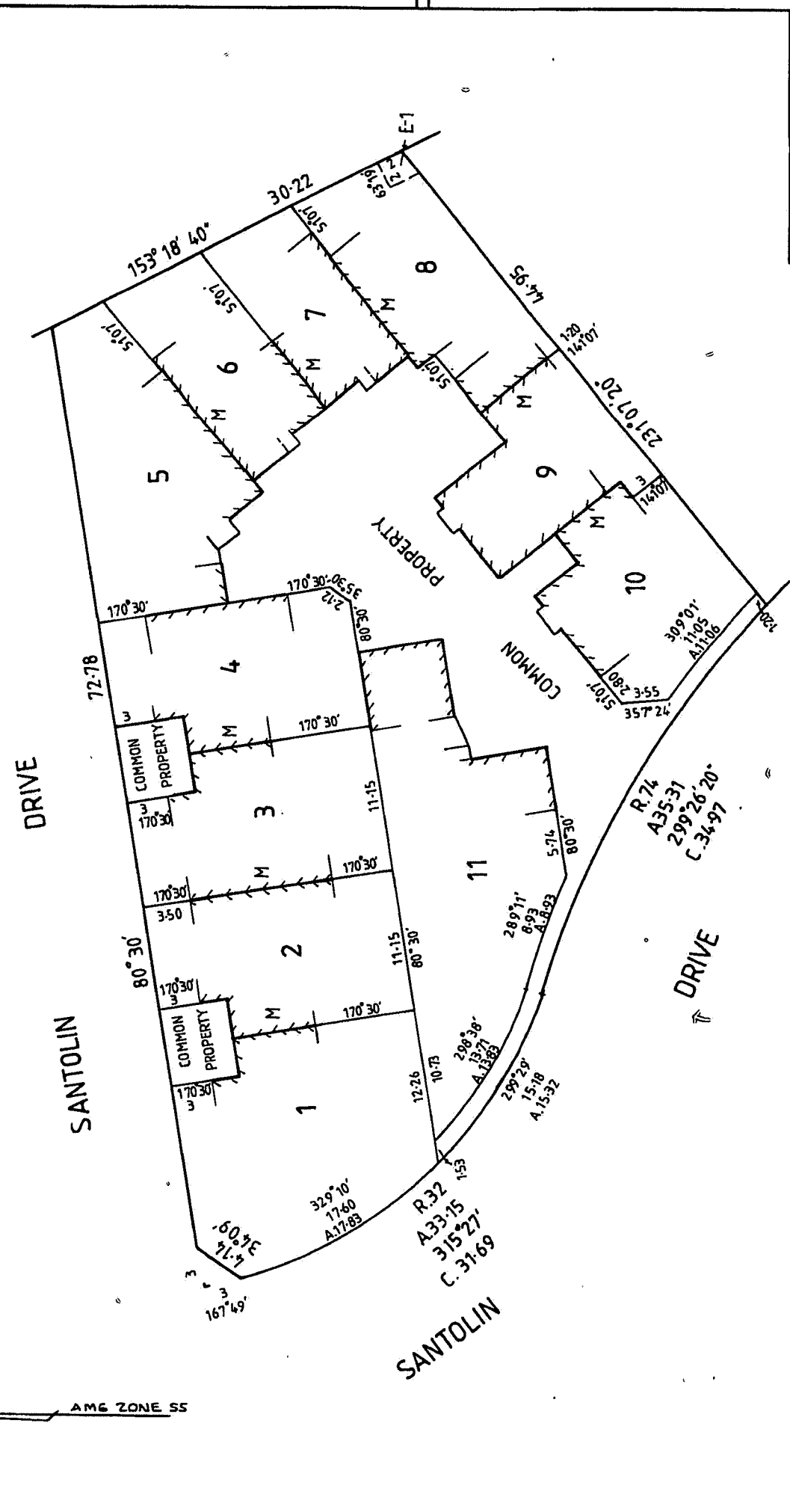
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<b>PLAN OF SUBDIVISION</b>		STAGE NO.	LTO use only <b>EDITION</b> <span style="border: 1px solid black; padding: 2px;">1</span>	Plan Number <b>PS427930W</b>
<b>Location of Land</b> Parish: MARIBYRNONG  Township: Section: B Crown Allotment: 19 (PART) Crown Portion:  LTO Base Record: CHART 2 Title Reference: V. 10365 F. 867  Last Plan Reference: LOT 256 ON PS311927 Postal Address: 19-23 SANTOLIN DRIVE. (at time of subdivision) HILLSIDE 3037  AMG Co-ordinates      E 301610      Zone: 55 (of approx. centre of land      N 5825 200 in plan)		<b>Council Certification and Endorsement</b>		
		Council Name: SHIRE OF MELTON      Ref: SUB 1490 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6      /      /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage .....</del> Council delegate <del>Council seal</del> Date      21 / 5 / 99  Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate Council Seal  Date      /      /		
<b>Vesting of Roads or Reserves</b>		<b>Notations</b>		
Identifier	Council/Body/Person	<b>Staging</b> This is/is not a staged subdivision Planning Permit No.		
NIL	NIL	<b>Depth Limitation</b> 15.24 METRES BELOW		
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN:- BOUNDARIES MARKED M EXTERNAL FACE:- ALL OTHER BOUNDARIES  COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS 1 TO 11  <b>Survey</b> This plan is/is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.				
<b>Easement Information</b>				<b>LTO use only</b>
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement      R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND HEREIN				Received <input checked="" type="checkbox"/> Date      10 / 8 / 99
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS 311927	ALL LOTS ON PS311927
E-1	SEWERAGE	2	PS311927	CITY WEST WATER LIMITED
DI MASE BERRY & CO. PTY. LTD. 140 SYDNEY ROAD BRUNSWICK 3056 9387 7577				<b>LTO use only</b> PLAN REGISTERED TIME 5:00 PM. DATE 1 / 9 / 99 ..... Assistant Registrar of Titles Sheet 1 of 3 Sheets
LICENSED SURVEYOR (PRINT)..... <u>GEOFFREY BERRY</u> ..... SIGNATURE.....      DATE      /      / REF 7633/1      VERSION				DATE      /      / COUNCIL DELEGATE SIGNATURE Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No. \_\_\_\_\_  
 Plan Number **PS 427930W**



ORIGINAL SCALE SHEET SIZE 1:300 A3		SCALE 3 0 6 12 LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) <b>GEORGE BERRY</b> SIGNATURE _____ DATE / / REF 7633/1 VERSION _____		Sheet 2 of 3 Sheets
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PS427930W

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



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Document Type	<b>Instrument</b>
Document Identification	<b>W500873W</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>23/11/2020 11:47</b>

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

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ref: \_\_\_\_\_  
Customer Code: 95

*W500873W*  
Australia Bank Limited



**W500873W**  
040100 0913 45 128



MADE AVAILABLE / CHANGE CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-  
- together with any easements created by this transfer;  
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and  
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

CERTIFICATE OF TITLE VOLUME 10465 FOLIO 875 ✓

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$128,000.00

Transferor: (full name)

DEALWELL PTY LTD ✓



DW500873W-1-1

Transferee: (full name and address including postcode)

PILICO PTY LTD ACN 088 J.S. 008 256 142 OF 39 AUSTRALIA DRIVE, TAYLORS LAKES 3038 VIC

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

And the said (Purchaser) with the intent that benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No 311927G other than the lot or lots hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the land hereby transferred DOES HEREBY for himself and his transferees executors administrators and assignees and as separate covenants covenant with DEALWELL PTY LTD and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision other than the land hereby transferred that the said (Purchaser) shall not at any time hereafter erect of build or

Continued on T2 Page 2.

Approval No. 325955A

ORDER TO REGISTER

Please register and issue title to

# T2

Signed

Cust. Code:



19 JAN 2000

STAMP DUTY USE ONLY

B 1622

TRANSACTION NUMBER 802935275

DATE 29/11/99

ASSESSED

APPROVAL NO. 325955A

THE BACK OF THIS FORM MUST NOT BE USED

cause to or suffer to be erected or built on the lot or any other lot hereby transferred or any part or parts thereof more than one dwelling house (with usual out buildings), except for lots 256, 261, 285, 287, 301, 302 and 303 which lots shall be allowed more than one dwelling house to be erected then and further not to erect or build or cause to or suffer to be erected or built on the lot or any lot hereby transferred or any part or parts thereof any dwelling house unless the external walls thereof shall be substantially constructed of brick, brick veneer, masonry or stone.

Dated: 4/10/1999

Execution and attestation:



THE COMMON SEAL of PILICO PTY LTD was here unto affixed in accordance with its memorandum and Articles or Association in the presence of:



Director: *[Signature]*  
Name of Director: *IDA Lolicato*

Secretary: *[Signature]*  
Name of Secretary: *PAUL JOHN Lolicato*

Address of Director: *39 AUSTRALIA DRIVE, MARYLAKES LAKES 3038*

Address of Secretary: *39 AUSTRALIA DRIVE, MARYLAKES LAKES 3038*

Approval No. 325955A

See Annexure Page 3 of 19-01-00

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

# ANNEXURE PAGE

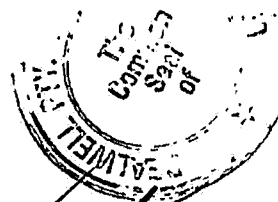
Transfer of Land Act 1958

This is page 3 of Approved Form dated 4/10/1999 between and DEALWELL PTY. LTD.  
AS TRANSFEROR AND PILIGO PTY. LTD. AS TRANSFEREE.

Signatures of the parties

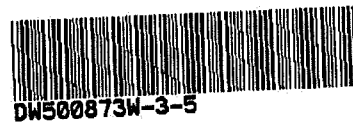
### Panel Heading

THE COMMON SEAL of DEALWELL PTY LTD ACN 007 )  
455 558 was hereunto affixed in accordance with its Articles )  
of Association in the presence of: )



.....  
Director  
Name: CHRIS SALAGANIS  
Address: 173 DANEBIN BLV.  
RESERVOIR

.....  
Secretary  
Name: Kevin Thomas MENDO  
Address: 2 LARDA CASCOY  
DIAMOND CREEK



Approval No: 481982A

# A1



\* Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the Approved Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the Approved Form to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 23/11/2020 11:47:16 AM

**OWNERS CORPORATION  
PLAN NO. PS427930W**

The land in PS427930W is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property, Lots 1 - 11.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
8 ALMA PLACE ST KILDA VIC 3182

AK322564W 03/05/2013

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
NIL

**Notations:**  
NIL

**Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	95	95
Lot 2	105	105
Lot 3	105	105
Lot 4	105	105
Lot 5	90	90
Lot 6	105	105



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 23/11/2020 11:47:16 AM

**OWNERS CORPORATION  
PLAN NO. PS427930W**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	105	105
Lot 8	90	90
Lot 9	95	95
Lot 10	95	95
Lot 11	110	110
<b>Total</b>	<b>1100.00</b>	<b>1100.00</b>

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

Statement End.

# LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

## Rates and Charges for period 1 July 2020 to 30 June 2021

Issue date: 25/11/2020

Your Reference: 65288734:99819102

Assessment Number: 216671

Certificate No: 94052



Rate updates (03) 9747 7333

### Applicant:

SAI Global Property Division Pty Ltd  
DX 502  
Melbourne

Property Location: 1/23 Santolin Drive HILLSIDE VIC 3037

Title: LOT: 11 PS: 427930W V/F: 10465/875

Ward: WATTS

Capital Improved Value: \$325,000 Site Value: \$107,500 Net Annual Value: \$16,250

Effective Date: 01/07/2020 Base Date: 01/01/2020

### 1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2020	\$839.31
Municipal Charge Date Levied 01/07/2020	\$150.00
Waste Service A Date Levied 01/07/2020	\$370.00
Residential FSPL Fixed Charge Date Levied 01/07/2020	\$113.00
Residential FSPL Variable Charge Date Levied 01/07/2020	\$17.55
<b>Current Rates Levied: \$1,489.86</b>	
Rate Arrears to 30/06/2020:	\$0.00
Interest to 25/10/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$744.92
Less Other Adjustments:	\$0.00

<b>Rates &amp; Charges Due:</b>	<b>\$744.94</b>
<b>Additional Monies Owed:</b>	
<b>Total Due:</b>	<b>\$ 744.94</b>

**Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;  
30 September, 30 November, 28 February and 31 May

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**

A thriving community  
where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

DX 39006 Melton  
ABN 22 982 073 889

☎ 03 9747 7200  
✉ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)  
🌐 [melton.vic.gov.au](http://melton.vic.gov.au)  
📍 [cityofmelton](http://cityofmelton)



Assessment Number: 216671      Certificate Number: 94052

.....

**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

.....

**4. SPECIAL NOTES:**

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

.....

**5. IMPORTANT INFORMATION:**

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

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

.....

**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

.....

**7. SETTLEMENT PAYMENT VIA BPAY:**



**Biller code** 747998  
**Reference Number** 216671  
Min payment \$25    Cheque/Savings account only

.....

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

Received the sum of \$27.54 being the fee for this certificate.

Authorised Officer

A thriving community  
where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

DX 33095 Melton  
ABN 27 062 073 899

☎ 03 9747 7200  
✉ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)  
🌐 [melton.vic.gov.au](http://melton.vic.gov.au)  
📍 cityofmelton

Your ref: PIR 10868

25 November 2020



SAI Global  
535 Bourke Street  
MELBOURNE VIC 3000

Email: [property.certificates@saiglobal.com](mailto:property.certificates@saiglobal.com)

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1)

<b>Address:</b>	1/23 Santolin Drive, HILLSIDE		
<b>PS/LP:</b>	427930W	<b>Lot:</b>	11
<b>Volume:</b>	10465	<b>Folio:</b>	875

Regulation 51(1), Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number	Date:
20170044/0	13/09/2017	VERANDAH and DECKING	Y	20170044/0	27/08/2018

b) Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

Statement Details:	Issue Date:	Description:
NIL		

c) Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

Building Enforcement Type:	Issue Date:	Description of Breach:	Cancellation Date:
NIL			

**PLEASE NOTE:**

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully

Lauren Webster for  
Craig Fletcher  
Municipal Building Surveyor  
Melton City Council

A thriving community  
where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

OX 3860F Melton  
ABN 22 962 073 860

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton

# BUILDING PERMIT BS-U 27630/ 20170044/0

**TO: OWNER** Peter Sidney Thomas  
Unit 1-23 Santolin Drive  
Hillside 3037  
0419 576 514

**AGENT** Peter Sidney Thomas  
Unit 1-23 Santolin Drive  
Hillside 3037  
0419 576 514

## ADDRESS FOR SERVING OF NOTICES

Name Peter Sidney Thomas Unit 1-23 Santolin Drive Hillside 3037  
Ph1 0419 576 514 Ph2 Fax no:

## PROPERTY DETAILS Unit 1-23 Lot 11 Santolin Drive Hillside 3037

Allotment area m2 335 Title details PS 427930W Vol 10465 Sec B CA 19 (Part) Parish Maribymong Fol 875

**Municipal District:** City of Melton

Prop No: 11\ps427930

**Builder** Peter Sidney Thomas Unit 1-23 Santolin Drive Hillside 3037

## PRACTITIONERS

	OB	FUNCTION AND ENGAGEMENT
Peter Sidney Thomas	OB	Owner Builder
Lord Edward Arthur	DPAD1195	Draftsman/Architect

## DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No: N/A Planning Permit Date:

**STAGES OF WORK PERMITTED** As shown on approved plans

Project estimated value: \$9,900.00

**NATURE OF BUILDING WORK** Construction of Verandah attached to existing dwelling

## Building details:

Class	1Ai	Persons accommodated for	
No of storeys	1	Allowable live load	1.5KPA
Area (m2)	196	New floor area,m2	32.2

**OCCUPATION/USE OF A BUILDING:** A Certificate of Final Inspection is required before use or occupation

COMMENCEMENT AND COMPLETION This building work must commence by 13/09/2018 and must be completed by 13/09/2019

*Failure to notify the RBS after the completion of a mandatory notification stage listed in a permit, including completion of the building work, is an offence and may attract a fine of up to 120 penalty units fine from the (VBA) Victorian Building Authority.*

## MANDATORY INSPECTIONS

FOOTINGS PRIOR TO POURING

SUB-FLOOR

FRAMEWORK PRIOR TO COVERING

FINAL

  
RELEVANT BUILDING SURVEYOR: Bernd Golz

Date of issue: 13-Sep-2017

Registration No: BS-U 27630 Page 1 of 2

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

NOTE: Should the OWNER or BUILDER details (NAME AND/OR ADDRESS) ALTER during the works, the RELEVANT BUILDING SURVEYOR must be notified IN WRITING within 14 DAYS of the change. Reg. 318: PENALTY -- 10 Penalty Units. Up to Four Inspections for dwelling only and TWO inspections for garages, carports, verandahs, pergolas, pools (minor structures) and the like are included in this permit; any further inspections shall incur an additional fee payable prior to the inspection. Where applicable TRUSS computations MUST be provided prior to Frame inspection.

# BUILDING PERMIT BS-U 27630/ 20170044/0

## PERMIT CONDITIONS

- 1 This Building Permit allows for the construction of a new verandah attached to an existing dwelling only, as per approved plans, any other proposed Building/s, Fences, retaining walls, decks, Swimming pools, Spa's, Safety Barriers etc are excluded.
- 2 It is the responsibility of the owner that all relevant Planning Conditions and Covenants which may exist on the property title are complied with.
- 3 It is the builders responsibility to ensure that the siting of the building complies with the endorsed plans
- 4 No part of the verandah is to encroach in, on or over any easements without prior approval from the relevant authority/s
- 5 NOTE: If it is proposed to install a rainwater tank: it must NOT be located within 500mm of boundary or over any easements and the overflow MUST be connected to the existing stormwater system without prior approval from the relevant authority/s
- 6 Fit overlooking screens to windows and balconies or the like within 9m of adjoining properties private open space and habitable room windows where applicable.

  
RELEVANT BUILDING SURVEYOR: Bernd Golz

Date of issue: 13-Sep-2017

Registration No: BS-U 27630 Page 2 of 2

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

NOTE: Should the OWNER or BUILDER details (NAME AND/OR ADDRESS) ALTER during the works; the RELEVANT BUILDING SURVEYOR must be notified IN WRITING within 14 DAYS of the change. Reg. 31B. PENALTY -- 10 Penalty Units. . . Up to Four Inspections for dwelling only and TWO inspections for garages, carports, verandahs, pergolas, pools (minor structures) and the like are included in this permit; any further inspections shall incur an additional fee payable prior to the inspection. Where applicable TRUSS computations MUST be provided prior to Frame inspection.

FORM 17  
Regulation 200  
Building Act 1993  
Building Regulations 2018

## CERTIFICATE OF FINAL INSPECTION

<b>Property details</b>	No: Unit 1-23 Lot: 11 Santolin Drive Hillside 3037		
Municipal District	PS 427930W Vol 10465 Sec B CA 19 (Part) Parish Maribyrnong Fol City of Melton		
<b>Building Permit Details</b>			
Building Permit No.	20170044/0	Permit Date	13/09/2017
Version of BCA applicable to Permit	2016		
<b>Description of Building Works</b>	Construction of Verandah & deck attached to existing dwelling		
Stages of Work Permitted	As shown on approved plans		
Permitted use	Residential		
<b>BCA Class</b>	1Ai		

### Maintenance determination

A maintenance determination Is Not required in accordance with regulation 215 of the Building Regulations 2018.

### Directions to fix building work

All directions under Part 4 of the Building Act 1993 have been complied with.

### Inspection Records

FOOTINGS PRIOR TO POURING  
FINAL

Approval Date:

24/07/2018  
27/08/2018

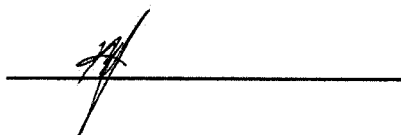
<b>Certificate No:</b>	<b>20170044/0</b>
<b>Date of Inspection:</b>	<b>27/08/2018</b>
<b>Date of issue:</b>	<b>Monday, 27 August 2018</b>

### RELEVANT BUILDING SURVEYOR

Bernd Golz

Registration No: BS-U 27630

Signature:







**Inspect East**

040-532-7855  
support@inspecteast.com.au

**Report: 2465**

**Visual Owner Builder Inspection Report**  
**1/23 Santolin Drive**  
**Hillside, Vic 3037**

**December 21, 2020**



**Prepared for: Peter Sidney**

# Report Index

PROPERTY REPORT DETAILS	3
PROPERTY DESCRIPTION	5
DECKS, PERGOLAS, BALCONIES, VERANDAHS, AWNINGS	7
CONCLUSION & SUMMARY	10

## PROPERTY REPORT DETAILS

### DETAILS OF THE INSPECTION

**Commissioned By:**

Peter Sidney.

**Your Contact:**

Peter Sidney.

**Your Ref/File Number:**

2465.

**Your Client:**

Peter Sidney.

**Date Of Inspection:**

3:00 PM 21/12/2020.

**Property Address:**

1/23 Santolin Drive Hillside Vic 3037.

**Inspected By:**

Brett White

**Persons At Inspection:**

Owner or Representative.

### INSPECTED PROPERTY TYPE

**Building Type:**

A single storey dwelling.

### DETAILS OF THE INSPECTION AGREEMENT

**Agreement Details:**

Agreement Reference: 2465.

**Special Conditions:**

Yes the following list details the Specific Requirements/Conditions agreed to: The only area to be inspected and commented on is the verandah structure to the western elevation of the property.

**Agreement Changes:**

There are NO changes to the Inspection Agreement:

### IMPORTANT NOTE:

**Important Note:**

Important Note:- No second-hand material/s were visible to the verandah to western side of the property at the time of the inspection.

### WEATHER

**Recent Weather Conditions:**

Dry.

**Weather Conditions On The Day And At The Time Of Inspection:**

Dry.

**Orientation**

For the purpose of identification east is assumed to be approximately at the main street frontage of the property.

**FURNISHED PROPERTIES**

**Was The Property Furnished At The Time Of Inspection?**

Yes - Where a property was furnished (fully or partly) at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence defects (from minor defects to potentially significant defects). This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

## PROPERTY DESCRIPTION

### PROPERTY REPORT

#### Terms On Which This Report Was Prepared:

**SERVICE** As requested by the Client, the inspection carried out by the Building Consultant ("the Consultant") was an "Owner Builder Inspection Report" in accordance with AS4349.0.

**PURPOSE OF INSPECTION** The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection.

**SCOPE OF INSPECTION** This Report only covers or deals with any evidence of: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building & Site and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

**ACCEPTANCE CRITERIA** The building was compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability. Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

#### LIMITATIONS

The Client acknowledges:

1. Visual only inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out whenever necessary appropriate Tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultants direct expertise.
4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builders debris, vegetation, pavements or earth.
5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

#### SPECIAL CONDITIONS

This Owner Builder Inspection and report is not a report for compliance of a building with regard to any building code, regulation or standard.

#### EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

any individual Minor Defect;  
solving or providing costs for any rectification or repair work;  
the structural design or adequacy of any element of construction;  
detection of wood destroying insects such as termites and wood borers;  
the operation of fireplaces and chimneys;  
any services including building, engineering (electronic), fire and smoke detection or mechanical;  
lighting or energy efficiency;  
any swimming pools and associated pool equipment or spa baths and spa equipment or the like;  
any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;  
a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead-based paints;  
a review of environmental or health or biological risks such as toxic mould;  
whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;  
whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and  
in the case of strata and company title properties, the inspection of common property areas or strata/company records.  
this inspection and report is not a report for compliance of a building with regard to any building code, regulation or standard.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

### INSPECTED PROPERTY DESCRIPTION

#### **External Walls Constructed From:**

Brick veneer:

#### **Roof Construction:**

The roof is of pitched construction.

#### **Roof Covering:**

Concrete tiles:

#### **Footings:**

The building is constructed on the following footing type/s: Concrete slab.

#### **Estimate Building Age:**

Between 20 and 30 years old. This is only an estimate and must not be relied upon for the purpose of accurately determining the age of the building. Should an accurate age of the building be required, further independent investigations should be made.

The building appears to have had an extension/addition. The purchaser should contact the local council to ensure that the extension/addition has been approved and inspected as required.

#### **Accommodation:**

Bedrooms: Three. Bathrooms: One.

## DECKS, PERGOLAS, BALCONIES, VERANDAHS, AWNINGS

### INSPECTION LIMITATIONS

#### Restrictions:

There is insufficient crawl space below decking timbers due to the method of construction.

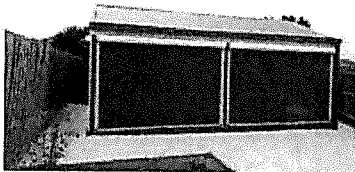


Defects and or damage requiring rectification may not be apparent to the inspector due to restriction. If restrictions or limitations are noted we **STRONGLY** recommend further access be gained to enable a full inspection of the area(s).

### EXTERNAL STRUCTURE:

#### Structure Type:

Verandah.

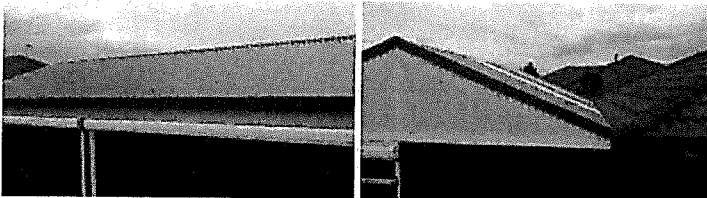


#### Position/ Location:

The location of the structure is to the western section of the home.

#### Roof Covering Condition In Detail:

The overall condition of the roof coverings is acceptable.

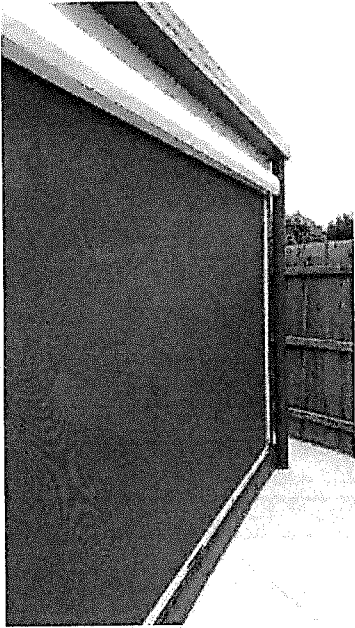


#### Roof Flashing Condition:

Flashings appear to be in serviceable condition. It should be noted that flashings are only viewed from a distance in some areas and sometimes defects are very small and not clearly visible on the day of the inspection. Recommend flashings be monitored by a licensed plumber on a regular basis.

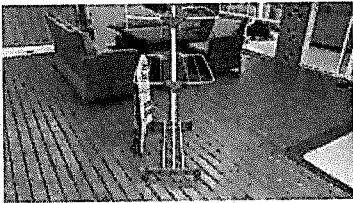
#### Gutters & Downpipe/S:

Gutters appear to be in serviceable condition. However, they require regular cleaning to prevent rust and deterioration.

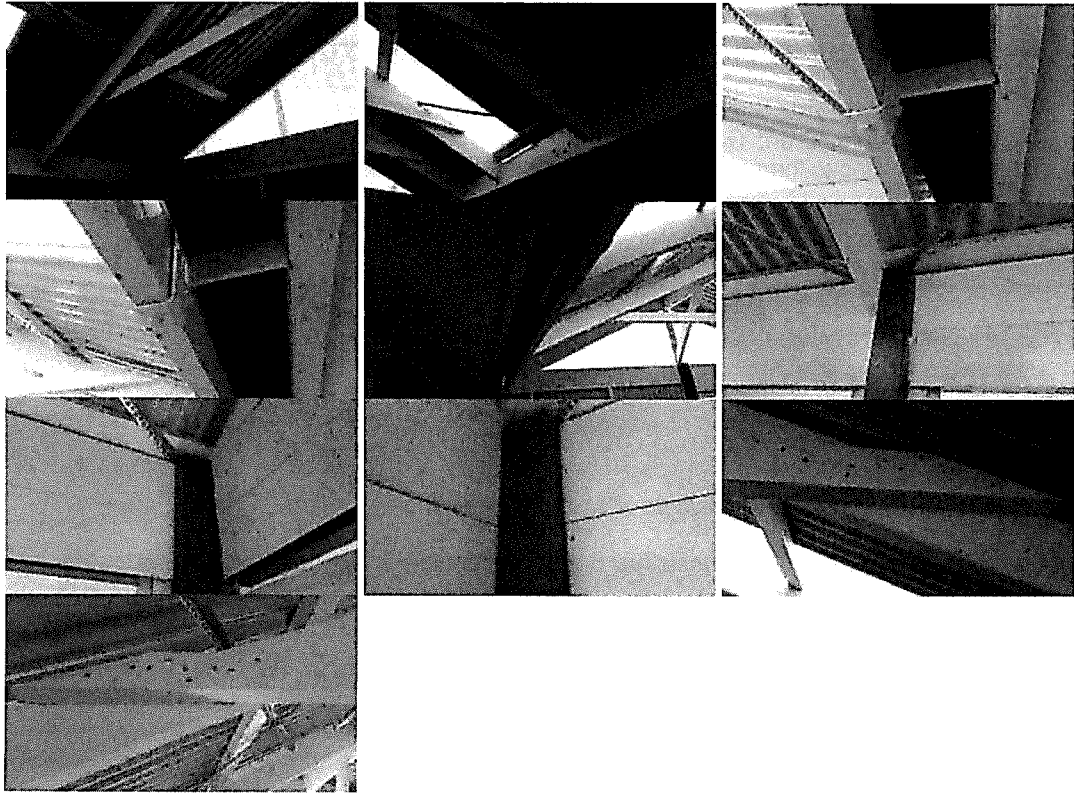


**Defects Or Maintenance Items:**

The structure visible at the time of the inspection is acceptable.







## CONCLUSION & SUMMARY

**The scope and purpose of the Inspection:** This inspection is a visual building inspection assessment of the property to identify major defects and to form an opinion regarding the condition of the property at the time of the inspection.

### **Important Notes:**

- Any recommendation or advice given in this Report should be implemented as a matter of urgency.
- Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the property which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.

The records of the appropriate local authority should be checked to determine or confirm:

- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- The status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- Whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

- Note: Within the areas inspected some further restrictions may have been present restricting or preventing our inspection. Should there be any areas or elements listed throughout the report which were not fully inspected due to access limitations or impairment or where visual limitations were noted at the time of inspection, or where recommendations for further access to be gained was made, then it's essential and we STRONGLY recommend these areas or elements be further accessed and re- inspected, as building defects and/or damage may be present and not detected.

### **SUMMARY OF HIGH-RISK AREAS NOT INSPECTED/ NOT ACCESSIBLE OR WHERE INSPECTION WAS IMPAIRED AND WHERE FURTHER INSPECTION IS REQUIRED:**

#### **Further Access Required:**

##### **External:**

We were unable to gain access to areas below deck/verandah/porch as detailed in the report. It should be noted that the underfloor area is the prime area building defects. We strongly recommend that access be gained. This may be achieved by cutting of mantraps or gaining access through foundation walls as appropriate.

### **OTHER INSPECTIONS AND REPORT REQUIREMENTS**

#### **Recommended Inspections And Reports:**

Timber Pest Inspection. Plumbing Inspection. Drainage Inspection and Smoke Test. Electrical Inspection. Council Plan Inspection.

**Important Note:** It is Strongly recommended that the above Inspections and Reports be obtained. Obtaining these reports will better equip the reader to make an informed decision.

## **SUMMARY - OVERALL CONDITION OF PROPERTY**

### **Major Defects In This Building:**

The incidence of major defects in this building in comparison to the average condition of similar buildings of approximately the same age and construction and that have been reasonably maintained is considered to be:

**Average:** The frequency and/or magnitude of major defects are consistent with the inspectors expectations when compared to similar buildings of approximately the same age, construction that have been reasonably well maintained.

### **Minor Defects In This Building:**

The incidence of minor defects in this building in comparison to the average condition of similar buildings of approximately the same age and construction and that have been reasonably maintained is considered to be:

**Average:** The frequency and/or magnitude of minor defects are consistent with the inspectors expectations when compared to similar buildings of approximately the same age, construction that have been reasonably well maintained.

### **Overall Condition:**

A comparison of this and other dwellings of similar age, construction and level of maintenance would rate this building as **Average**. There may be areas/elements requiring minor repairs or maintenance.

**Important Note:** The building rating noted above is only a generalisation taking into account numerous factors and should be read in conjunction with the notable items and main report.

**Important Note:** The Summary is only a general overview of the property and must not be relied upon on its own. You MUST read the report in its entirety. The Summary within this report regardless of its placement is supplied to allow a quick and superficial overview of the General Area(s) where inspection was Limited and the General Condition of the Property. The Summary is NOT the Report and cannot be relied upon on its own. The Summary Must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in the Summary, then the information in the Report shall override that of the Summary. In any event, should any aspect of this report not be fully understood, you should contact the Building Consultant BEFORE relying on this Report.

## **IMPORTANT INFORMATION:**

The following forms an integral part of the report and MUST be read in conjunction with the entire report.

### **Definitions to help you better understand this report**

**Client** The person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

**Building Consultant** A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 Inspection of Buildings. Part 1: Pre-Purchase Inspections - Residential Buildings. The consultant must also meet any Government licensing requirement, where applicable.

**Building & Site** The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

**Readily Accessible Areas** Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultants unobstructed line of sight and within arm's length.

**Structure** The loadbearing part of the building, comprising the Primary Elements.

**Primary Elements** Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term Primary Elements also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

**Structural Damage** A significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

- *Structural Cracking and Movement* - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.
- *Deformation* - an abnormal change of shape of Primary Elements resulting from the application of load(s).
- *Dampness* - the presence of moisture within the building, which is causing consequential damage to Primary Elements.
- *Structural Timber Pest Damage* - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following woods destroying agents: chemical delignification; fungal decay; wood borers; and termites.

**Conditions Conducive to Structural Damage** Noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

**Cracking of Building Elements:** The use of cracking of building elements as an indicator of structural performance can be problematic. Where any cracking is present in a building element, that cracking may be the result of one or more of a range of factors and that the significance of cracking may vary. Cracking can be generally categorized into:

- *Appearance Defect* - Where in the inspectors opinion the appearance of the building element has blemished at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.
- *Serviceability Defect* - Where in the inspectors opinion the function of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.
- *Structural Defect* - Where in the inspector's opinion the structural performance of the building element is impaired at the time of the inspection and the expected consequence of this cracking is unknown until further information is obtained.

The criteria for determining whether cracking is a structural defect are not solely related to crack width. Cracks 0.1mm wide may be a structural defect while cracks 5.00mm wide may not be structural defects. Cracking in a structural element does not necessarily indicate a structural defect.

**Secondary Elements** Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**Finishing Elements** The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term Finishing Elements does not include furniture or soft floor coverings such as carpet and lino.

**Major Defect** A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

**Minor Defect** A defect other than a Major Defect.

**Serious Safety Hazard** Any item that may constitute an immediate or imminent risk to life, health or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

**Tests** Where appropriate the carrying out of tests using the following procedures and instruments:

(a) *Dampness Tests* means additional attention to the visual examination was given to those accessible areas which the consultants experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) *Physical Tests* means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

### **CONTACT THE INSPECTOR**

This document certifies that the property described in this Report has been inspected by the Building Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbook Standard Property Inspection Reports Uniform Inspection Guidelines for Building Consultants.

It can be very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should contact the Building Consultant and have the matter explained to you as soon as possible. If you have any questions or require any clarification then contact the inspector prior to acting on this report.

The Inspector: Brett White  
Inspectors PH: 040-532-7855



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1250 3479 7147

DATE OF ISSUE - 25/11/2020

APPLICATION NO.

907294

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF.

65288734:99819103

SOURCE NO. 99905059310

PROPERTY: UN 1/23 SANTOLIN DRIVE HILLSIDE VIC 3037

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of four hundred and twenty five dollars and seventy nine cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	30/09/2020	26.08	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	30/09/2020	52.70	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	30/09/2020	63.15	0.00
<b>TOTAL</b>	<b>646.74</b>			<b>220.95</b>	<b>0.00</b>

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 10/09/2020.	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>0.00</b>
Plus remainder service charges to be billed	425.79
<b>BALANCE including unbilled service charges</b>	<b>425.79</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1250 3479 7147



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1250 3479 7147

DATE OF ISSUE - 25/11/2020

APPLICATION NO.

907294

Please note the water meter on this property was last read on 10/09/2020.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 10/09/2020 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$1.46 per day
Sewerage Disposal Charge	\$0.40 per day

If a final meter reading is required for settlement purposes please contact City West Water on 131691 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 10/09/2020 to the final meter read date will be forwarded to the vendor of the property.

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

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

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



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1250 3479 7147

DATE OF ISSUE - 25/11/2020

APPLICATION NO.

907294

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

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

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

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



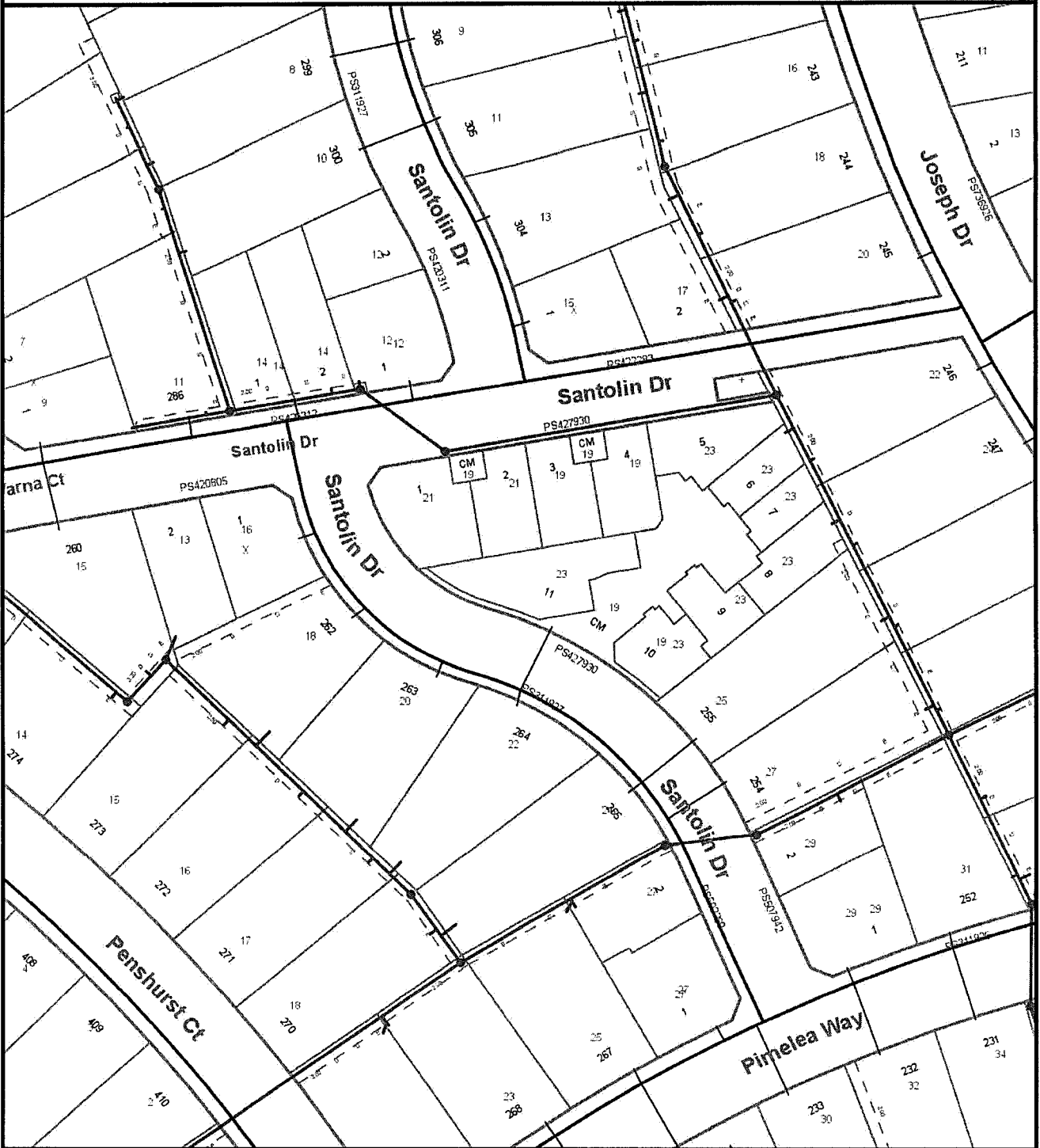


City West  
Water™

# Encumbrance Plan

## 1/23 SANTOLIN DRIVE HILLSIDE 3037

### Application No. 907294



#### LEGEND

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



Date: 25/11/2020

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

## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 23 November 2020 11:51 AM

**Address:** UNIT 1/23 SANTOLIN DRIVE HILLSIDE (GREATER MELBOURNE) 3037

**Lot and Plan Number:** Lot 11 PS427930

**Standard Parcel Identifier (SPI):** 11\PS427930

**Local Government (Council):** MELTON **Council Property Number:** 216671

**Directory Reference:** Melway 354 K12

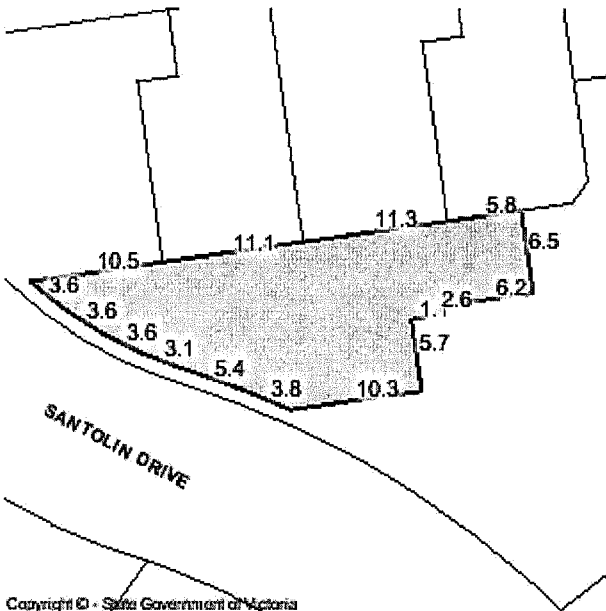
**This property is not in a designated bushfire prone area.**

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

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

### Site Dimensions

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



**Area:** 335 sq. m

**Perimeter:** 94 m

For this property:

- Site boundaries
- Road frontages

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

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

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** SYDENHAM

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

## Planning Zone Summary

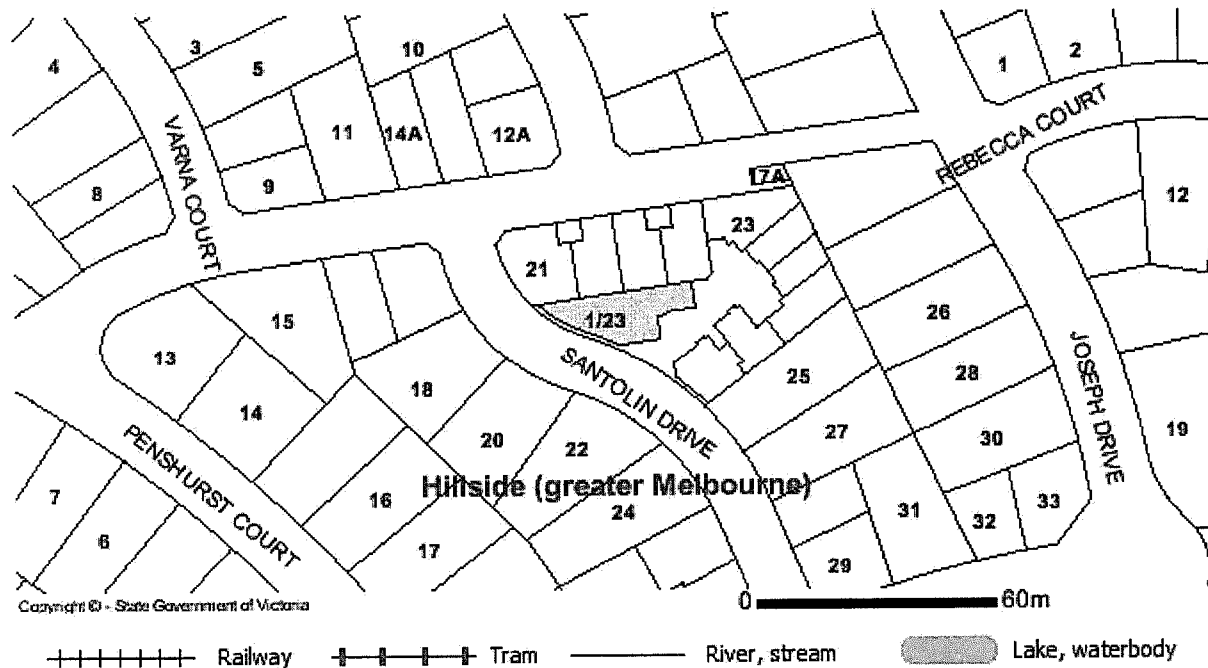
- Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
- Planning Overlay:** DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

Planning scheme data last updated on 19 November 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#). This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays  
For details of surrounding properties, use this service to get the Reports for properties of interest  
To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)  
For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 23 November 2020 11:51 AM

## PROPERTY DETAILS

Address: **UNIT 1/23 SANTOLIN DRIVE HILLSIDE (GREATER MELBOURNE) 3037**

Lot and Plan Number: **Lot 11 PS427930**

Standard Parcel Identifier (SPI): **11\PS427930**

Local Government Area (Council): **MELTON** [www.melton.vic.gov.au](http://www.melton.vic.gov.au)

Council Property Number: **216671**

Planning Scheme: **Melton** [planning-schemes.delwp.vic.gov.au/schemes/melton](http://planning-schemes.delwp.vic.gov.au/schemes/melton)

Directory Reference: **Melway 354 K12**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **City West Water**

Melbourne Water: **inside drainage boundary**

Power Distributor: **JEMENA**

## STATE ELECTORATES

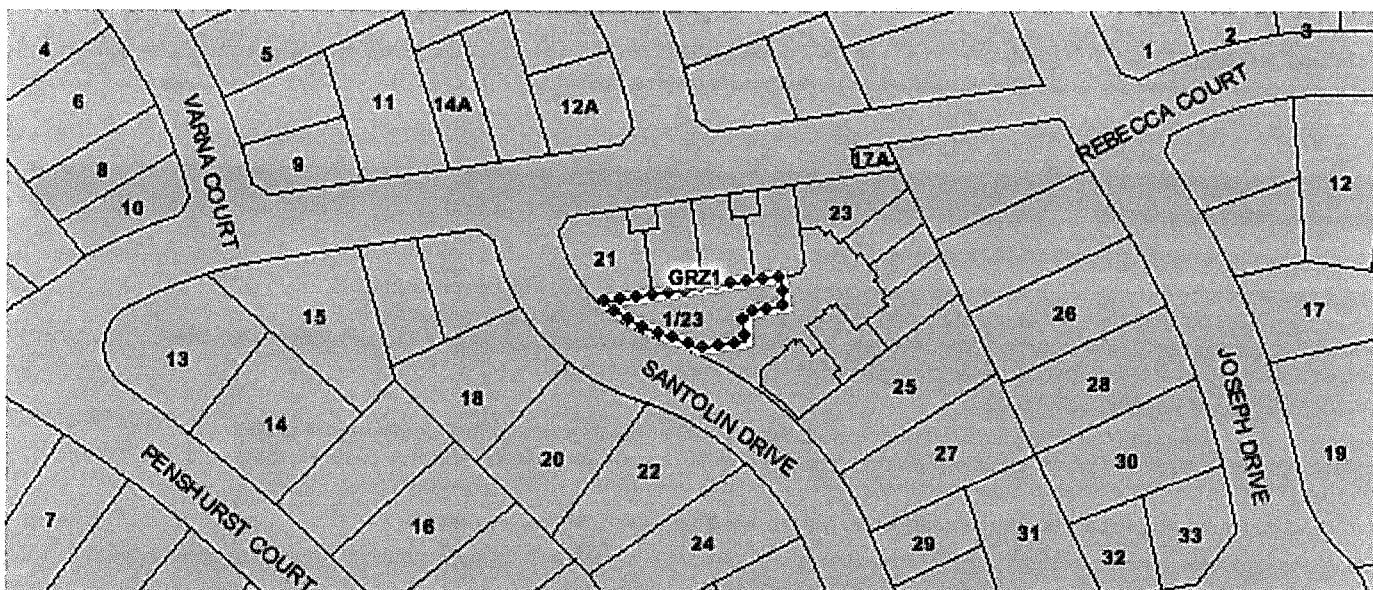
Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **SYDENHAM**

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

0 50m

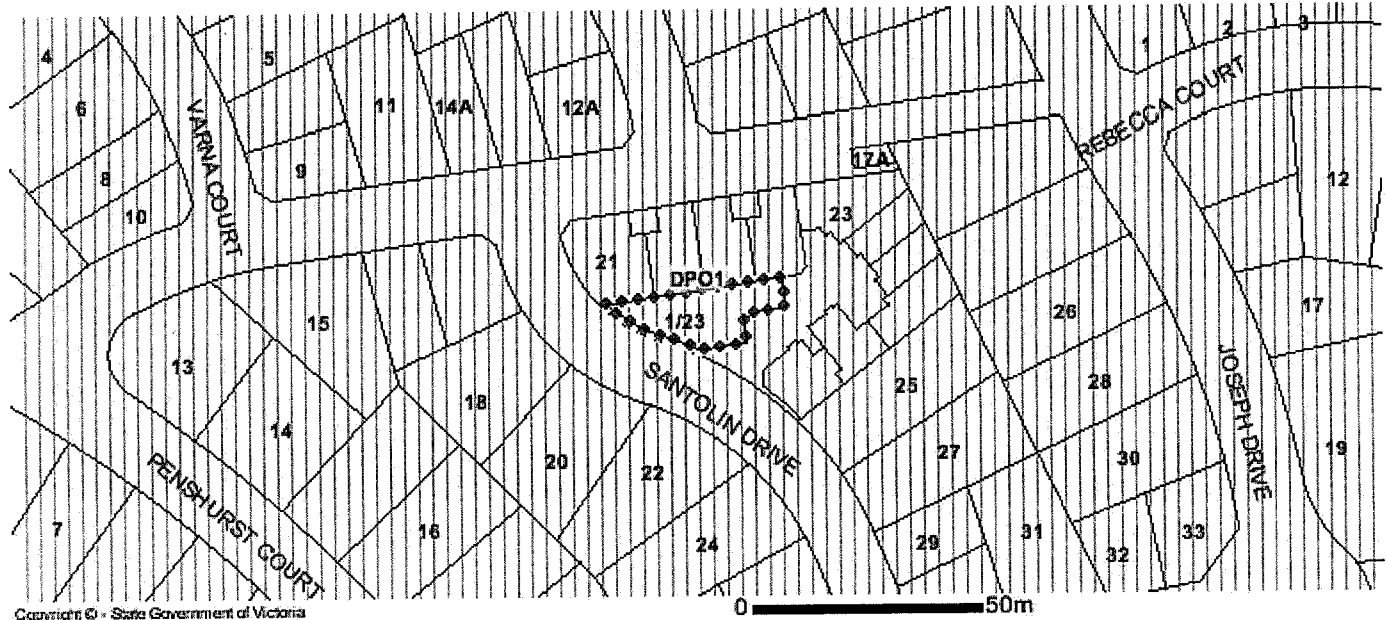
 GRZ - General Residential

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

## Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 DPO - Development Plan

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

## Further Planning Information

Planning scheme data last updated on 19 November 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

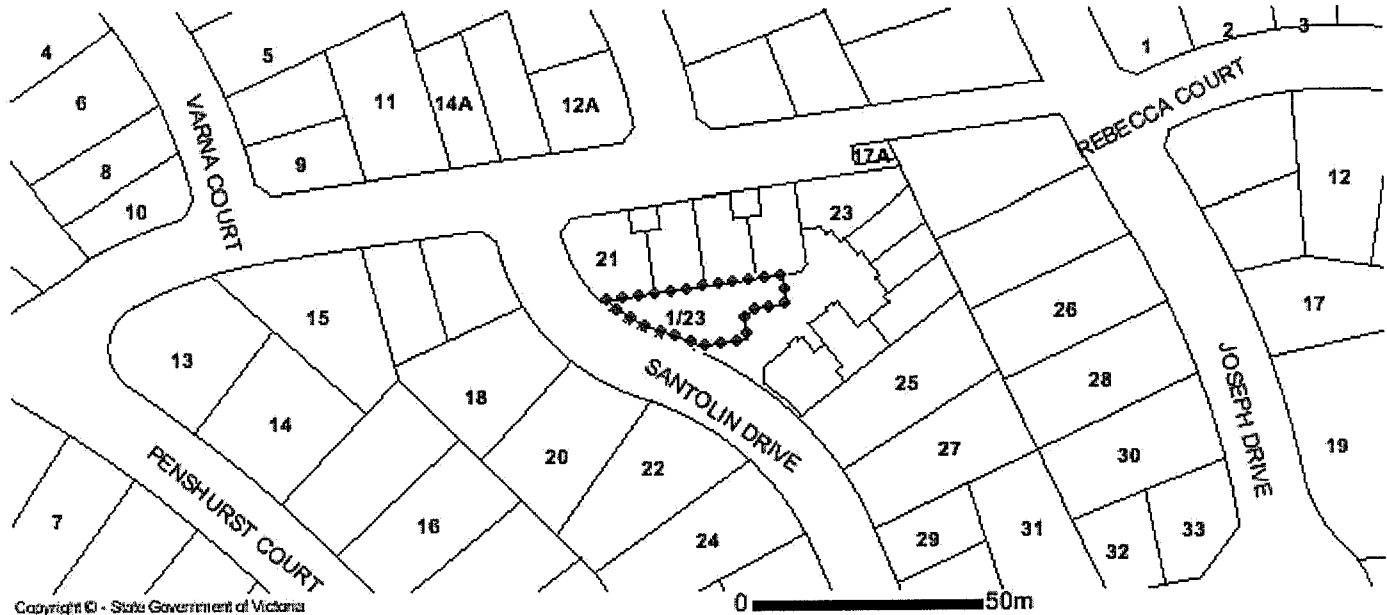
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

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

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

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

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

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

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

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

# Land Tax Clearance Certificate

## Land Tax Act 2005



MELBOURNE TITLE TRANSFERS

**Your Reference:** 2328  
**Certificate No:** 40544208  
**Issue Date:** 25 NOV 2020  
**Enquiries:** AXT8

**Land Address:** UNIT 1, 23 SANTOLIN DRIVE HILLSIDE VIC 3037

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27437212	11	427930	10465	875	\$0.00

**Vendor:** PETER THOMAS  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PETER SIDNEY THOMAS	2020	\$105,000	\$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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
 Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	<b>\$310,000</b>
<b>SITE VALUE:</b>	<b>\$105,000</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>



# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 40544208

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- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - vendor, or
  - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$0.00


Taxable Value = \$105,000

Calculated as \$0 plus ( \$105,000 - \$0) multiplied by 0.000 cents.

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## Land Tax Clearance Certificate - Payment Options

<b>BPAY</b> 	Billor Code: 5249 Ref: 40544208
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 40544208
<b>Visa or Mastercard.</b> Pay via our website or phone 13 21 61. A card payment fee applies.  <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	



## Roads Certificate

### **PROPERTY DETAILS**

Property Address: Unit 1, 23 Santolin Drive HILLSIDE VIC 3037

Title Particulars: Vol 10465 Fol 875

Vendor: PETER SIDNEY THOMAS

Purchaser: N/A

Certificate No: 65288734

Date: 24/11/2020

Matter Ref: 2328:KB

Client: MELBOURNE TITLE  
TRANSFERS

### **MUNICIPALITY**

MELTON

### **ADVICE OF APPROVED VICROADS PROPOSALS**

VICROADS HAS NO APPROVED PROPOSAL 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.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation Plan No. 427930  
19-23 Santolin Drive, HILLSIDE

This certificate is issued for Lot 11 on Plan No. 427930 the postal address of which is 1 / 23 Santolin Drive, HILLSIDE, 3037.

Applicant for the certificate is: Melbourne Title Transfers

Address for delivery of certificate: PO Box 725, ENDEAVOUR HILLS VIC 3802.

Date that the application was received: 23/11/2020

The information in this certificate is issued on 03/12/2020.

You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The current fees for the above lot are \$374.00 per quarter.
2. The fees are paid up until 31/03/2021.
3. The unpaid fees now total nil.
4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.
5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above - nil.
6. The Owners Corporation presently has the following insurance cover

Company	Longitude Insurance
Policy No.	HU0006043013
Kind of Policy	Stratapak
Buildings	4,030,000
Public Liability	20,000,000
Buildings covered	All
Renewal date	01/05/2021
7. The Owners Corporation is required to arrange insurance cover under section 63 of the Act.
8. The total funds held by the Owners Corporation as at 31/12/2019 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.
9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.
10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property.
11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except to recover the debts of members in arrears should significant arrears arise.
14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -  
  
Santamaria Strata Management  
T/A Binks & Associates  
PO Box 67  
SURREY HILLS VIC 3127
15. No proposal has been made for the appointment of an administrator.
16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.
17. The rules of the Owners Corporation are the Model Rules, which are attached.

Attachments: OC Certificate seal  
2019 Financial Statement  
Minutes: 17/03/2020 (M08144735)  
Model Rules 2018 - OC Reg 2018, Schedule 2  
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed and witnessed by the authorised representative of the registered manager Binks & Associates Pty Ltd in accordance with Section 21(2A)(a) of the Owners Corporation Act 2006 (as amended).



A. M. [Signature]  
Signature

ANGIE MERCIÉCA .  
Name

02/12/2020  
Date

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2019 TO 31/12/2019

<u>BUDGET</u>	<u>INCOME</u>		
13860.00	Contributions receivable	13420.00	
	<u>TOTAL INCOME</u>		13420.00
	<u>LESS EXPENDITURE</u>		
3500.00	Caretaking	3228.26	
6000.00	Insurances	7153.80	
1800.00	Management fees	1800.00	
550.00	Public light & power	411.72	
2010.00	Repairs, Replacements & General Expenses (see next page)	1365.90	
13860.00	<u>TOTAL EXPENDITURE</u>		13959.68
	<u>SURPLUS FOR PERIOD (DEFICIT)</u>		<u>(539.68)</u>

STATEMENT OF FINANCIAL POSITION AS AT 31ST DECEMBER, 2019

MEMBERS' FUNDS

Balance as at 31st December, 2018 (Deficit)	(1108.85)	
Adj to 31/12/2018 re: insurance claim payable	2008.60	
Plus Deficit Levies	1100.00	
Plus Surplus(Deficit)	<u>(539.68)</u>	
<u>TOTAL MEMBERS' FUNDS AS AT 31ST DECEMBER, 2019</u>		<u>1460.07</u>

Represented by:

ASSETS

Cash at Bank-Administration Fund	6574.91	
Payments in advance	412.50	
	<u>6987.41</u>	

LIABILITIES

Contributions in advance	3465.00	
Creditors	2062.34	
	<u>5527.34</u>	
		<u>1460.07</u>

Owners Corporation Plan No. 427930  
19-23 Santolin Drive, HILLSIDE

STATEMENT OF FINANCIAL PERFORMANCE FOR THE PERIOD FROM 01/01/2019 TO 31/12/2019

Repairs, Replacements & General Expenses.

Gardening	60.50	
Globes	8.45	
Photocopying & stationery	160.35	
Plumbing	462.00	
Postage	103.00	
Professional fees	363.00	
Rubbish removal	121.00	
Small item expenses	87.60	
		1365.90

List of Creditors

Caretaking	272.23	
Insurances	1426.76	
Photocopying & stationery	160.35	
Postage	103.00	
Public light & power	100.00	
		2062.34

Owners Corporation Plan No. 427930

19-23 Santolin Drive, HILLSIDE

CLASSIFIED LIST OF EXPENDITURE ITEMS FOR THE PERIOD FROM 01/01/2019 TO 31/12/2019

\* denotes creditors

<b>Caretaking</b>		<b>3228.26</b>	
60278	04/02/2019	268.73	THE MINDERS January
60281	28/02/2019	268.73	THE MINDERS February
60282	28/03/2019	268.73	THE MINDERS March
60285	30/04/2019	268.73	THE MINDERS April
60288	04/06/2019	268.73	THE MINDERS May
60291	27/06/2019	268.73	THE MINDERS June
60294	30/07/2019	268.73	THE MINDERS July
60299	05/09/2019	268.73	THE MINDERS August
60300	03/10/2019	268.73	THE MINDERS September
60304	31/10/2019	268.73	THE MINDERS October
60306	03/12/2019	268.73	THE MINDERS November
60310	13/01/2020*	272.23	THE MINDERS December
<b>Insurances</b>		<b>7153.80</b>	
60286	01/05/2019	733.38	MACQUARIE PACIFIC instalment
60289	03/06/2019	713.38	MACQUARIE PACIFIC instalment
60292	01/07/2019	713.38	MACQUARIE PACIFIC instalment
60296	01/08/2019	713.38	MACQUARIE PACIFIC instalment
60298	02/09/2019	713.38	MACQUARIE PACIFIC instalment
60301	01/10/2019	713.38	MACQUARIE PACIFIC instalment
60305	01/11/2019	713.38	MACQUARIE PACIFIC instalment
60308	02/12/2019	713.38	MACQUARIE PACIFIC instalment
60311	02/01/2020*	713.38	MACQUARIE PACIFIC instalment
JN 60315	24/01/2020*	713.38	INSURANCE PAYMENT PENDING premium (est), to 02/02/2020
<b>Management fees</b>		<b>1800.00</b>	
60270	16/11/2018	412.50	SANTAMARIA STRATA MANAGEMENT to 31/03/2019
60280	26/02/2019	450.00	SANTAMARIA STRATA MANAGEMENT to 30/06/2019
60287	16/05/2019	450.00	SANTAMARIA STRATA MANAGEMENT to 30/09/2019
60290	27/06/2019	450.00	SANTAMARIA STRATA MANAGEMENT to 31/12/2019 (part)
60303	28/10/2019	37.50	SANTAMARIA STRATA MANAGEMENT to 31/12/2019 (final)
<b>Public light &amp; power</b>		<b>411.72</b>	
60284	24/04/2019	93.71	TANGO ENERGY PTY LTD to March
60297	01/08/2019	116.83	TANGO ENERGY PTY LTD to July
60302	25/10/2019	101.18	TANGO ENERGY PTY LTD to October
JN 60314	23/01/2020*	100.00	PAYMENT PENDING to December (est)
<b>Repairs, Replacements &amp; General Expenses.</b>			
<b>Gardening</b>		<b>60.50</b>	
60304	31/10/2019	60.50	THE MINDERS October, fertiliser
<b>Globes</b>		<b>8.45</b>	
60278	04/02/2019	8.45	THE MINDERS January, 1 globe
<b>Photocopying &amp; stationery</b>		<b>160.35</b>	
60313	23/01/2020*	160.35	SANTAMARIA STRATA MANAGEMENT to 31/12/2019
<b>Plumbing</b>		<b>462.00</b>	
60309	17/12/2019	462.00	SIMPLY BETTER SERVICES AUSTRAL cut out damaged section of leaking pipe in roofspace, Lot 10
<b>Postage</b>		<b>103.00</b>	
60313	23/01/2020*	103.00	SANTAMARIA STRATA MANAGEMENT to 31/12/2019
<b>Professional fees</b>		<b>363.00</b>	
60277	31/01/2019	121.00	SANTAMARIA STRATA MANAGEMENT 1 hr, hourly management fees re: professional fees
60283	29/04/2019	121.00	SANTAMARIA STRATA MANAGEMENT 1 hr, hourly management fees re: professional fees
60295	30/07/2019	121.00	SANTAMARIA STRATA MANAGEMENT 1 hr, hourly management fees re: professional fees
<b>Rubbish removal</b>		<b>121.00</b>	
60278	04/02/2019	88.00	THE MINDERS January, remove hard rubbish
60285	30/04/2019	33.00	THE MINDERS April, remove hard rubbish
<b>Small item expenses</b>		<b>87.60</b>	
60293	23/07/2019	87.60	SANTAMARIA STRATA MANAGEMENT archiving costs 2019
<b>SUBTOTAL FOR RR &amp; GE :</b>		<b>1365.90</b>	
<b>TOTAL EXPENDITURE:</b>		<b>13959.68</b>	
<b>Contras (recoverable expenses)</b>		<b>450.00</b>	
60307	03/12/2019	450.00	SANTAMARIA STRATA MANAGEMENT Refunded

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF OWNERS CORPORATION  
PLAN NO. 427930 (19-23 Santolin Drive, HILLSIDE) HELD IN THE OFFICE OF BINKS AND ASSO-  
CIATES, 2/4 STUTT AVENUE, DONCASTER, ON TUESDAY, 17TH MARCH, 2020 AT 5.00 PM

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- PRESENT: In attendance, Mr J Santamaria and Mr D Condello representing Santamaria Strata Management trading as Binks & Associates, managers of the Owners Corporation.
- PROXIES: As this Owners Corporation had not appointed a secretary, Mr J Santamaria acted as secretary to receive proxies.
- Mrs V Gallagher (Lot 10) appointed Mr D Condello as her proxy.
- QUORUM: Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.
- VOTING: Lots 10 (total: 1) was entitled to vote on all resolutions, ie. one vote was represented.
- The word "resolved" means either agreement without dissent or agreement by a majority of votes.
- CHAIRPERSON: Resolved that Mr J Santamaria be appointed to chair the meeting.
- MINUTES: Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.
- INTERIM RESOLUTIONS: Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
- FINANCES: Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2019.
- The Owners Corporation held members' funds of \$1,460.07 as at 31/12/2019.
- COMMITTEE: Resolved that the existing three members continue to serve as committee until a new committee is elected:
- Mr C Cianchetta (Lot 1), Ms K Paasse (Lot 6) and Mrs V Gallagher (Lot 10).
- Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary. It was noted that these positions will be filled at committee's first meeting or by ballot.
- INSURANCES: The present covers are \$40,300 for common contents, \$20,000,000 for public liability and \$250,000 for office bearers' liability, nil for catastrophe cover which appear adequate for the risk factors of the development.
- Resolved to obtain an updated valuation of the building for insurance purposes and adjust the building cover accordingly. It was noted that the building cover is currently \$4,030,000.
- The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.
- The Owners Corporation's insurances do not cover contents (such as carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.



ADMINISTRATION  
FUND:

Resolved to adopt an annual fund of \$14,960.00 to service estimated expenses for the year ending 31/12/2020 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances	7,200.00
Public light & power	550.00
Management fees	1,800.00
Caretaking (monthly)	3,500.00
Repairs, Replacements & General Expenses	1,910.00
<b>Total budget</b>	<b>\$14,960.00</b>

Resolved that contributions to this fund will increase to \$13.60 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1	323.00	5	306.00	9	323.00
2	357.00	6	357.00	10	323.00
3	357.00	7	357.00	11	374.00
4	357.00	8	306.00		

REPORTS:

Maintenance plan

The Owners Corporation does not have a maintenance plan as defined under the Owners Corporations Act 2006.

Valuation of buildings

A copy of the last valuation (dated 22/04/2017) had been sent to committee members.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2019.

Santamaria Strata Management Pty Ltd trading as Binks & Associates holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL  
SERVICES:

Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Caretaking

The caretaking at the property is done by The Minders.

GENERAL  
BUSINESS:

Rules

As the Owners Corporation has not made rules, the model rules, being Schedule 2 of the Owners Corporations Regulations 2007, are the rules of the Owners Corporation.

The rules were attached to the notice of meeting. All owners must bring these rules to the attention of the resident(s) of their unit.

Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest may now be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Resolved that interest is to be charged to lots with larger and/or persistent arrears as determined by the committee or manager, at the maximum available rate.

MANAGER:

The meeting confirmed the ongoing appointment of Santamaria Strata Management Pty Ltd tradings as Binks & Associates as Manager of the Owners Corporation.

There being no further business the meeting closed at 5:40pm.

.....  
Chairperson

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

#### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

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

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

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

## **3 Management and administration**

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

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

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

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

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

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

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

### **5 Lots**

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

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

##### **Example**

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

**5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

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

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

**6 Behaviour of persons**

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

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

**6.2 Noise and other nuisance control**

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

## 7 Dispute resolution

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



## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **What is an owners corporation?**

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

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers  
and lot owners

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**Further information**

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

**Management of an owners corporation**

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE  
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE  
RECEIVED IN RELATION TO THE OWNERS CORPORATION  
YOU SHOULD SEEK EXPERT ADVICE.

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**Vendor: Peter Sidney Thomas**

**Property: Unit 1, 23 Santolin Drive HILLSIDE VIC 3037**

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**Contract of Sale and Section 32**

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**Melbourne Title Transfers Pty Ltd  
29 Trisha Drive  
Rowville Vic 3178**

**Phone: 03 8374 3855**

**Ref: Kathleen Brady 2328:KB  
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