

Contract of Sale of Land

Property:

Unit 6, 38 Grevillia Road, Oak Park VIC 3046

Essendon & Suburbs Conveyancing Services

7 Sterling Drive
KEILOR EAST VIC 3033
Tel: 0421 283 327
Fax: 03 9337 8992
Ref: BD:25/013

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: Jacob Norris McRae

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Unit 1, 75 Church Street, Whittlesea VIC 3757
Email:
Tel: 0405 140 704 Mob: Fax: Ref: Dean Zammit

Vendor

Name: Jacob Norris McRae
Address: Unit 6, 38 Grevillia Road, Oak Park VIC 3046
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Essendon & Suburbs Conveyancing Services
Address: 7 Sterling Drive, Keilor East VIC 3033
Email: brad.davies@optusnet.com.au
Tel: 0421 283 327 Mob: Fax: 03 9337 8992 Ref: 25/013

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9082	Folio	539	6	RP005676
Volume	9082	Folio	544	11	RP005676

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 6, 38 Grevillia Road, Oak Park VIC 3046

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

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

Payment

Price \$ _____

Deposit \$ _____ By _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Default

- 1.1 The vendor gives notice to the Purchaser that in the event that the Purchaser fails to pay any monies due under this contract on the date due for payment of same or to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor
- interest on the balance owing under the Contract of Sale at the rate of fifteen (15%) percent per annum in lieu of the rate as specified in General Condition 33 of the Contract of Sale as well as the following expenses;
 - all costs incurred by the Vendor associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
 - interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
 - accommodation and additional storage and removal expenses necessarily incurred by the Vendor.
 - additional costs and expenses as between the Vendor and the Vendor's representative.
 - any costs, expenses and penalties incurred by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property, business or any other transaction dependent on the funds from the sale of the Property.
 - The Purchaser agrees that the reasonable costs of each and every default is the sum of \$550.00 (inclusive of GST) together with a further sum of \$880.00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative.
 - The Purchaser agrees to pay the Vendor's conveyancer \$220.00 (inclusive of GST) administrative fee for every change to the settlement date.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

Special Condition 2 – Compliance with Sale of Land Act

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

Special Condition 3 – Planning Scheme

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

Special Condition 4 – No Representation

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

Special Condition 5 – Jointly and Severly

If the Purchaser consists of more than one person, each of them are jointly and severally bound by this Contract of Sale. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

Special Condition 6 – Dwelling

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

Special Condition 7 – Merger

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

Special Condition 8 – Whole Contract

The Purchaser acknowledges that the Purchaser has not relied upon any warranty or representation made by the Vendor, any agent or other person on behalf of the Vendor except those set out in this Contract but has relied entirely upon the Purchaser's own enquiries and inspection of the Property.

Special Condition 9 – Guarantee

If a company purchases the property:

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

Special Condition 10 – Amendments to General Condition

Sub-clauses 31.4, 31.5 and 31.6 of General Condition 31 are deleted and do not apply to this Contract.

Special Condition 11 – Nomination

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

The Purchaser has to pay the professional fees to the Vendor Conveyancer of \$220.00 (including GST) for the Nomination

Special Condition 12 – Solar Panels

If the property contains any Solar Panels the vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.

The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

Special Condition 13 – Settlement reschedule fee

If settlement is rescheduled due to the purchaser request, the purchaser acknowledges that they will pay \$220.00 including GST at settlement to the Vendor conveyancer for each and every rescheduled settlement.

Special Condition 14 – Late Adjustments

Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Essendon and Suburbs Conveyancing Services no less than 7 days prior to the due date of settlement and any failure to do so, will result in the Purchaser having to pay an administration fee to Essendon and Suburbs Conveyancing Services of \$220.00 including GST for the delay in receiving the Statement of Adjustments.

Special Condition 15 – Purchaser Buys Subject to Condition of Walls

If on or before the Day of Sale, the Vendor has affixed, applied or installed Implements on the walls of the building or the Property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such Implements or to restore or reinstate the walls and the Purchaser purchase the Property subject to the condition of the walls as at the Day of Sale.

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser's

From: Jacob Norris McRae, Unit 6, 38 Grevillia Road, Oak Park VIC 3046

Property Address: Unit 6, 38 Grevillia Road, Oak Park VIC 3046

Lot: 6 and 11 Plan of subdivision: 005676 and 005676

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 05/02/2025



Signed for and on behalf of the Vendor: *Essendon & Suburbs Conveyancing Services*

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if---
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor---
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay---
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2025

SIGNED by the said)
.....)
Print Name:)
.....)
Director (Sign)

in the presence of:)
.....)
Witness:)
.....)

Vendor Statement


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

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

The vendor may sign by electronic signature.

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

Land	UNIT 6, 38 GREVILLIA ROAD, OAK PARK VIC 3046
-------------	--

Vendor's name	Jacob Norris McRae	Date	05/02/2025
Vendor's signature	 _____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 2

VOLUME 09082 FOLIO 539

Security no : 124121699987J
Produced 03/02/2025 05:04 PM

LAND DESCRIPTION

Lot 6 on Registered Plan of Strata Subdivision 005676.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 07711 Folio 011
Created by instrument F614503 22/04/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JACOB NORRIS MCRAE of UNIT 6 38 GREVILLIA ROAD OAK PARK VIC 3046
AW250186X 09/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW250187V 09/11/2022
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP005676 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 6 38 GREVILLIA ROAD OAK PARK VIC 3046

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 09/11/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP005676



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 2 of 2

DOCUMENT END



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

Page 1 of 2

VOLUME 09082 FOLIO 544

Security no : 124121699986K
Produced 03/02/2025 05:04 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 005676.
CAR PARK
PARENT TITLE Volume 07711 Folio 011
Created by instrument F614503 22/04/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JACOB NORRIS MCRAE of UNIT 6 38 GREVILLIA ROAD OAK PARK VIC 3046
AW250186X 09/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW250187V 09/11/2022
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP005676 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 6 38 GREVILLIA ROAD OAK PARK VIC 3046

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 09/11/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP005676



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

Page 2 of 2

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/02/2025 05:04:23 PM

**OWNERS CORPORATION
PLAN NO. RP005676**

The land in RP005676 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:
WALSHE AND WHITELOCK 701 SYDNEY ROAD BRUNSWICK VIC 3056

AF844940B 21/05/2008

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	100	100
Lot 2	100	100
Lot 3	95	95
Lot 4	100	100
Lot 5	95	95
Lot 6	95	95



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/02/2025 05:04:23 PM

**OWNERS CORPORATION
PLAN NO. RP005676**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	5	5
Lot 10	5	5
Lot 11	5	5
Total	800.00	800.00

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

Statement End.

PLAN OF STRATA SUBDIVISION		EDITION 1	RP005676		
LOCATION OF LAND		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT			
PARISH:	JIKA JIKA	SURVEYOR'S CERTIFICATE Surveyor: RICHARD ROGALSKY Certification Date: 10/09/1974. SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF BROADMEADOWS on 03/02/1975. REGISTERED DATE: 22/04/1975. PLAN UPDATED BY REGISTRAR IN AN661031Q 21/11/2018			
TOWNSHIP:	-				
SECTION:	-				
CROWN ALLOTMENT:	-				
CROWN PORTION:	151 (PT)				
TITLE REFERENCE:	VOL. 7711 FOL. 011				
LAST PLAN REFERENCE:	LOT 26 ON LP 6654				
DEPTH LIMITATION:	DOES NOT APPLY				
POSTAL ADDRESS:	38 GREVILLIA ROAD, PASCOE VALE.				
LEGEND					
THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 8 IS A SINGLE STOREY BUILDING. NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 9 TO 11.					
THE LOWER BOUNDARY OF LOTS 1 TO 11 IS TWO METRES BELOW THAT PART OF THE SITE OF THE RELEVANT LOT. THE UPPER BOUNDARY OF THESE LOTS IS EIGHT METRES ABOVE THAT PART OF THE SITE.					
LOTS 9 TO 11 ARE ACCESSORY LOTS.					
COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.					
BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES. ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.					
<u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u> MEDIAN: ALL BOUNDARIES					
NOTICE OF RESTRICTION LOTS 3, 5 & 6 ARE RESTRICTED LOTS. LOTS 9, 10 & 11 ARE CAR PARK LOTS. REGISTRATION OF DEALINGS WITH LOTS 3, 5 AND 6 IS RESTRICTED.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
MEASUREMENTS ARE IN METRES					SHEET 1 OF 2

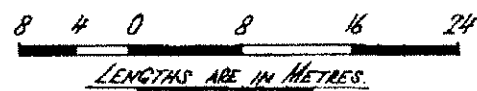
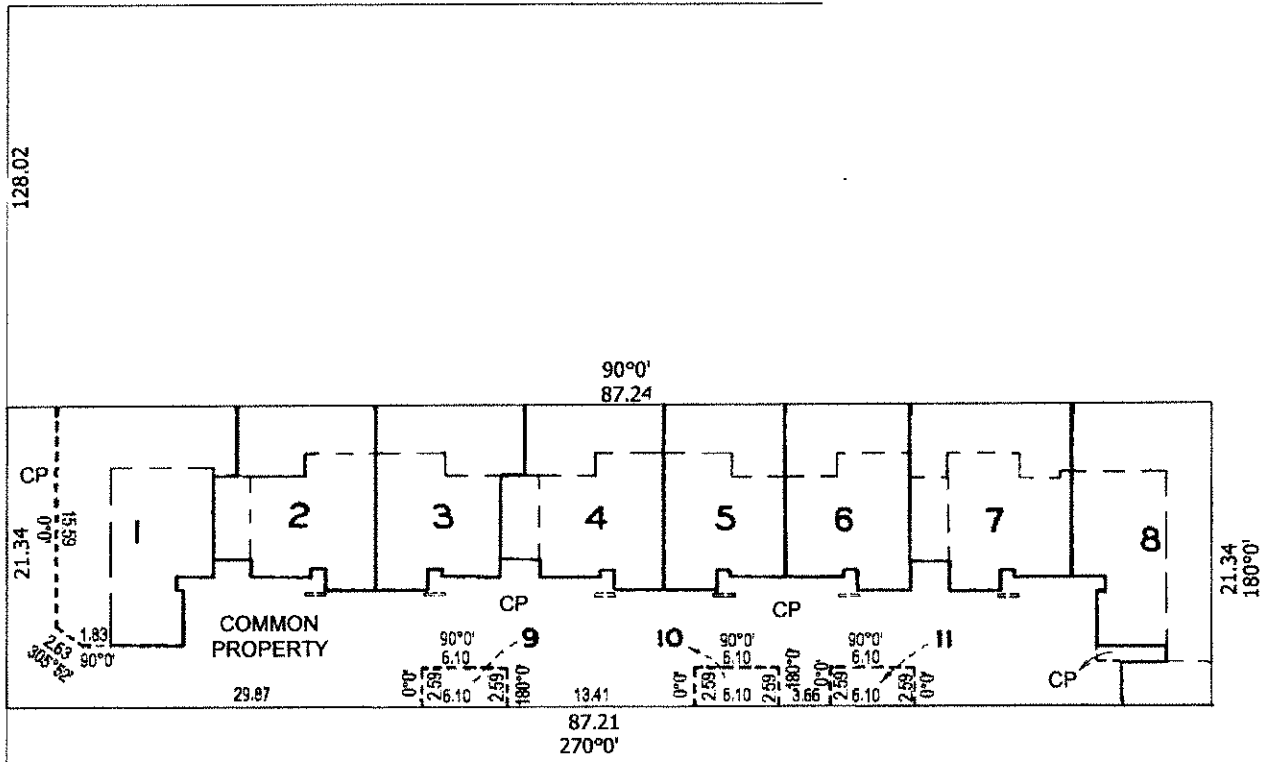
PLAN OF STRATA SUBDIVISION

RP005676

SNELL GROVE

GREVILLIA ROAD

GREVILLIA ROAD



TAX INVOICE



Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

Telephone (03) 9240 1111 Website www.merri-bek.vic.gov.au
Facsimile (03) 9240 1212 Email info@merri-bek.vic.gov.au
TTY 133 677 ABN 46 202 010 737

Merri-bek
City Council

RATES INSTALMENT NOTICE

For the period 1 July 2024 to 30 June 2025

ASSESSMENT NUMBER
1560999

DATE OF ISSUE
27/10/2024

J N McRae
6/38 Grevilla Road
OAK PARK VIC 3046

Payable by
30/11/2024
\$421.00

Any arrears shown on this notice
are payable immediately

Property Address 6/38 Grevillia Road, OAK PARK VIC 3046
Property Description CT-9082/539, CT-9082/544 Lot 6 RP 5676, Lot 11 RP 5676
Property Owner Details Mr J N McRae 6/38 Grevilla Road, OAK PARK VIC 3046

Level of Valuation Date	Site Value	Capital improved Value	Net Annual Value	AVPCC
01/01/2024	\$225,000	\$510,000	\$25,500	120.3

INSTALMENT DETAILS

Second Instalment due 30 November 2024 \$421.00

Payments received after 22nd October, 2024 may not reflect on this notice.

If you are experiencing payment difficulties, please request an extension or payment plan at
www.merri-bek.vic.gov.au/ratessupport

Four Instalments	30/09/2024	30/11/2024	28/02/2025	31/05/2025
	\$0.00	\$421.00	\$421.00	\$421.00

See reverse for payment options. Please return this section if paying by mail.



Billor Code: 35105
Ref: 1560 999

BPAY this payment via Internet or phone banking.

POST billpay



*3523 1560999

Receive your notice via email - go to merri-bek.enotices.com.au

Your eNotice Reference No:



B511715DFZ



Merri-bek
City Council

For payments made by Council's telephone
service please call 03 9240 1111 and follow the prompts

Amount Payable:
\$421.00

Payment Due by:
30/11/2024

Assessment No: 1560999

Ratepayer Name: J N McRae

Property Address: 6/38 Grevillia Road, OAK PARK VIC 3046

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YCF014884	4,083kL =	3,871kL =	212kL
Your proportion of usage			26,500kL
From 22 Aug 2024 - 21 Nov 2024			(91 days)
Water and sewer usage charge*	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	26,500kL x	\$3.4342 =	\$91.01
Total	26,500kL		\$91.01
Total usage charges			\$91.01

* Your usage is calculated as a proportion of the total usage for all properties in this development.

Your charges explained

- **Water and sewer usage charge**
22 August 2024 - 21 November 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 October 2024 - 31 December 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 October 2024 - 31 December 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 October 2024 - 31 December 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 October 2024 - 31 December 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 24 Feb-3 Mar 2025

Register your concession*

Save up to 50% on your water and sewer charges.

🌐 yvw.com.au/concessions
📞 **1300 441 248**

*Health Care, Pension or OVA health card holders

Support when it matters

We know managing bills can be tough

That's why we offer a range of options to help take the pressure off bill payments:

- payment plans
- payment extensions
- concession discounts
- utility relief grants.

📞 **1300 441 248**

🌐 yvw.com.au/watercare



PROPERTY REPORT

From www.land.vic.gov.au at 05 February 2025 12:41 PM

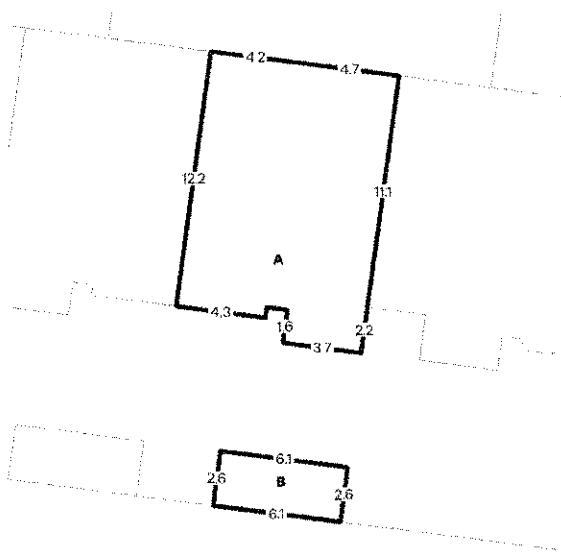
PROPERTY DETAILS

Address: **6/38 GREVILLIA ROAD OAK PARK 3046**
Lot and Plan Number: **This property has 2 parcels. See table below**
Standard Parcel Identifier (SPI): **See table below**
Local Government Area (Council): **MERRI-BEK**
Council Property Number: **56112**
Directory Reference: **Melway 16 K6**

www.moreland.vic.gov.au

SITE DIMENSIONS

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



Area: 129 sq. m

Perimeter: 63 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

2 overlapping dimension labels are not being displayed

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

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

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 6 RP5676	6\RP5676
B	Lot 11 RP5676	11\RP5676

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **BROADMEADOWS**

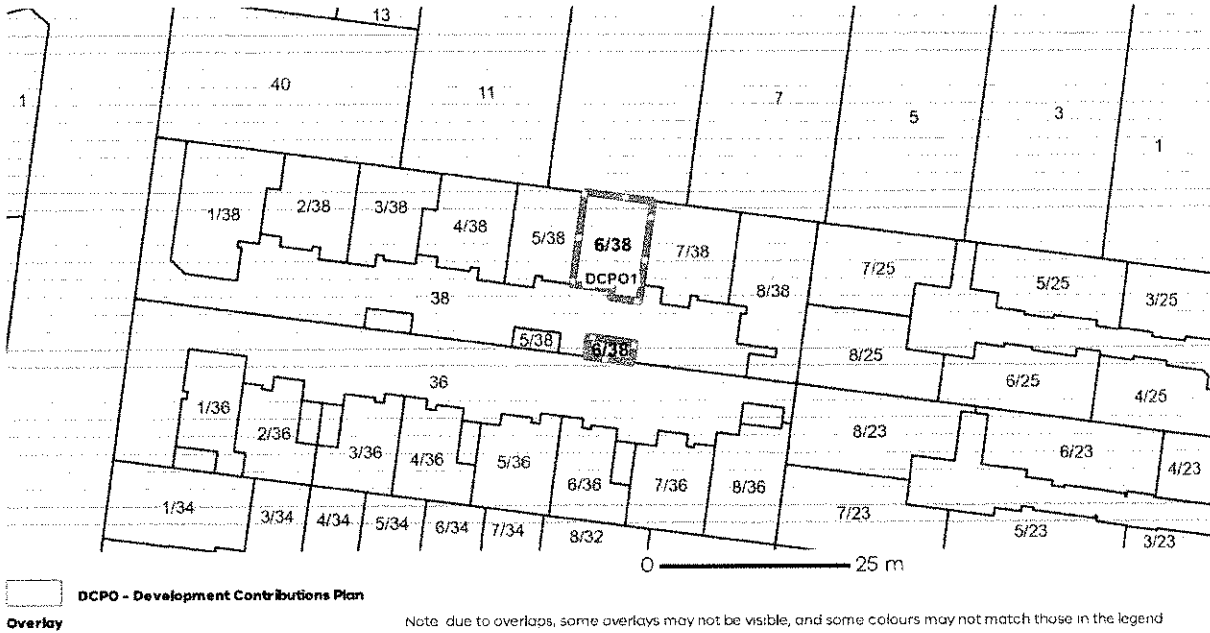
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PROPERTY REPORT: 6/38 GREVILLIA ROAD OAK PARK 3046

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Further Planning Information

Planning scheme data last updated on 05 February 2025.

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

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA

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

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

Native Vegetation

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

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

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Essendon & Suburbs Conveyancing Services C/- triSearch (Website)
135 KING STREET
SYDNEY 2000
AUSTRALIA

Client Reference: 442762

NO PROPOSALS. As at the 3th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 6 38 GREVILLIA ROAD, OAK PARK 3046
CITY OF MERRI-BEK (Moreland)

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

Date of issue: 3th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75712856 - 75712856170245 '442762'

OWNERS CORPORATION CERTIFICATE

Walshe & Whitelock



Owners Corporation No
5676

ABN 55913 910 280
701 Sydney Road
Brunswick VIC 3056
93841400
matt@walshewhiteblock.com.au

Address 38 Grevillia Road, Oak Park 3046
This certificate is issued for Lot 6 Accessory Units 11 on plan of Subdivision No 5676
Postal Address info@conveyancingessendon.com.au
Applicant for the certificate is Essendon & Suburbs Conveyancing Services
Address for the certificate is 38 Grevillia Road, Oak Park 3046
Lot Address is 6/38 Grevillia Road, Oak Park 3046
Date that the application was received 05/02/2025

The information in this certificate is issued on 05/02/2025 Reference: 2126

1. The current annual fees for the lot are:

Owner Corporation Fee \$ 1324.00 per annum payable yearly
Sinking Fund Contribution \$ 250.00 per annum payable yearly

2. The date to which the fees for the lot have been paid up to is:

Owner Corporation Fee \$ 1324.00 per yearly paid up to 30/03/2025
Sinking Fund Contribution \$ 250.00 per yearly paid up to 29/09/2025

3. The total of any unpaid fees or charges for the lot are:

Outstanding
Special Levy - Fencing \$ 642.00
Total Due \$ 642.00

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Struck	Due \$	Due	Fm Date	To Date	Detail
06/01/2025	\$ 642.00	06/01/2025	06/01/2025	06/01/2025	Special Levy - Fencing
Total Due	\$ 642.00				

5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:

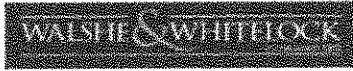
No further levies are to be raised for current items raised, to our knowledge. However a copy of the minutes of meeting are attached to highlight items raised for review and action.

6. Has the owners corporation resolved that the members may arrange their own insurance under section 120 of the Act? If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 05/02/2025

OWNERS CORPORATION CERTIFICATE

Waishe & Whitelock



Owners Corporation No
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Brunswick VIC 3056
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7. Insurance Cover by Owners Corporation:

Insurance STRATA COMM -AJG Insurance Brokers
Policy Number VRSC16001560
Policy Name Residential Strata Insurance Plan
Insured Address 38 Grevillia Road, Oak Park 3046

Building Cover 2392382.00
Renewal Date 22/04/2025
Insurance Premium 4658.56
Insurance Excess 1500.00
Legal Liability 20000000.00
Fidelity 100000.00
Catastrophe 0.00
Loss of Rent 358857.00
Water Excess 0.00
Legal Expenses 50000.00

8. The total funds held by the owners corporation:

Financial Position of Owners Corporation Cash at Bank is \$ 12013.80 made up of:

(L) Administration	\$ 2392.23
Sinking-Maintenance Fund	\$ 9621.57

9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above? If so, then provide details:

There are no liabilities which are not included.

10. Are there any current contracts, leases, licenses or agreements affecting the common property? If so, then provide details:

There are no lease, licenses or agreements affecting common property apart from the contract of appointment with Walshe & Whitelock for the provision of management services.

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 05/02/2025

OWNERS CORPORATION CERTIFICATE

Walshe & Whitelock



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The information in this certificate is issued on 05/02/2025 Reference: 2126

12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:

There are no notices or orders.

13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details

The manager is not aware of any legal proceedings as at 05/02/2025

14. Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:

A manager is appointed.

Walshe & Whitelock
701 Sydney Road
Brunswick VIC 3056

Attention: Jessica De Fazio Email:jess@walshewhitelock.com.au

15. Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?

No Administrator is appointed as at 05/02/2025

16. Documents required to be attached to the owners corporation certificate are:

The following documents are attached:

- a) Copy of Model Rules for an Owners Corporation
- b) Last AGM Minutes
- c) Statement of Advice

NOTE More information can be obtained by an inspection of the owners corporation register.

OWNERS CORPORATION CERTIFICATE

Walshe & Whitelock



Owners Corporation No
5676

ABN 55913 910 280
701 Sydney Road
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93841400
matt@walshewhitelock.com.au

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The information in this certificate is issued on 05/02/2025

Reference: 2126

This owners corporation certificate was prepared by:

Signature

Print Name

Jessica De Fazio

Name of Management Company if relevant
as delegate of the owners corporation.

Walshe & Whitelock

THE COMMON SEAL of OWNERS
CORPORATION NO 5676

affixed in accordance with section 20 of the
Owners Corporation Act 2006 and in the

Presence of: Jessica De Fazio



Walshe & Whitelock

ABN 55913 910 280

ACN

Phone: 93841400

email: jess@walshewhitelock.com.au

Mr Jacob Mcrae
6/38 Grevillia Road
Oak Park Vic 3046

Manager: Jessica De Fazio

Strata 5676

Invoice No: 1355045

Invoice Date: 03/02/2025

Page 1 of 2

Owners Corporation Fee Notice

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

Payment is due within 28 days of this notice or by the Due Date specified below. All amounts listed include GST unless otherwise specified

Re: 6/38 Grevillia Road, Oak Park 3046							Less	Due		
To: Jacob McRae	From	To	Charge	GST	Interest	Paid	Amount	Due Date		
New Charges										
Special Levy - Fencing	06/01/2025	06/01/2025	\$642.00	\$0.00	\$0.00	\$0.00	\$642.00	06/01/2025		
Owner Corporation Fee	31/03/2025	30/03/2026	\$1,324.00	\$0.00	\$0.00	\$0.00	\$1,324.00	31/03/2025		
Total New Charges								\$1,966.00		
							Total Due	\$1,966.00		

Interest will be charged on any overdue fees/charges at 10.00% annual interest rate after 30 days

The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic). This rate is subject to change.

Date Printed 03/02/2025

Please Return this Section with your payment.

CASH PAYMENT

To be presented in person to our office.

CHEQUE PAYMENT

If paying by cheque, please make payable and send together with this remittance to

Walshe & Whitelock

701 Sydney Road Brunswick VIC 3056

Re: 6/38 Grevillia Road, Oak Park 3046

Code GREV0038/0006



Billers Code: 419796

Ref: 100036201

Telephone & Internet Banking - BPAY ®

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

More info: www.bpay.com.au

Total Invoiced: \$1,966.00

Owners Corporations Act 2006 Section 32, Owners Corporations Regulations 2018 and Owners Corporation Rules.

Important information on fees and charges
This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The National Debt Helpline - Debt Problems - Strata Levies (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the National Debt Helpline's find a financial counsellor page (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through Consumer Affairs Victoria
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

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

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

Conciliation through Consumer Affairs Victoria

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

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the Victorian Civil and Administrative Tribunal website www.vcat.vic.gov.au (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

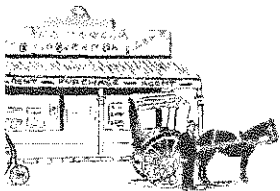
WALSHE & WHITELOCK
ESTABLISHED 1889

our history gives you an edge in real estate

**Annual General Meeting
29th April, 2024**

**38 Grevillia Road
Oak Park, 3046**

OCSP 5676



Appointment Of Chairman
Confirmation Of Attendance & Quorum (if reached)
Present, Apologies, Proxies & Quorum
Confirmation of Members Financial Status

Present: M Horn Lot 1
H Balzan Lot 2
C Cameron Lot 4
P Hardy Lot 5
M Dowling Lot 7
J De Fazio from Walshe & Whitelock Pty Ltd was also in attendance.

Proxy Votes: Nil

Apology: Nil

Chairperson: J De Fazio

Welcome: The meeting commenced at 10.30am, 29th April 2024 via Zoom Video Conferencing

Quorum:
Five of the eight lots were present therefore a quorum was reached. As a result, all resolutions formed are now passed resolutions of the Owners Corporation, effective immediately.

Financial Status:
In accordance with Part 4, Division 56, Section 89B a lot owner cannot vote on any matters raised requiring ordinary resolution.

The lot owners noted unfinancial as of today's date are: Nil

Review & Adoption Of The Minutes Of The Last Annual General Meeting

Minutes of the Annual General Meeting held on the 1st June 2023 were previously circulated to members.

There was review of resolutions at the last meeting and with no amendments required or further business or discussion therefore it was RESOLVED that the Minutes be received as a true and correct record.

Review Of Any Outstanding Matters From The Last Annual General Meeting

The manager did confirm that all matters that were raised and resolved at the Annual General Meeting held on the 1st June, 2023 have been addressed and all resolved tasks completed.

Election Of A Chairperson Of The Owners Corporation or (if applicable) Election Of Committee (including Chairperson and Secretary)

Owners Corporation Act - Section 98

If an owners corporation does not have a committee, the lot owners must elect a member to be the chairperson of the owners corporation.

It was RESOLVED to appoint M Dowling as Chairperson of the Owners Corporation.

Managers' Report

Manager's Activities Report

In accordance with Section 126 of the Owners Corporations Act 2006 Walshe & Whitelock submitted "Managers Activities Report" at the Annual General Meeting.

Collection of Fees

Prepare Budget & Financial Statements

Arrange Insurance and Insurance Claims

Arrange Insurance quotations for renewal

Payment of Insurance Premiums as per Standing Direction

Garden and Cleaning Maintenance (when required)

Arrange necessary repairs, maintenance and replacements

Attend to telephone calls from members, residents, agents and solicitors

Prepare Owners Corporation Certificates upon request

Attend to correspondence

Liaise with Legal Representative pertaining to Debt Recovery Process (if required)

Review and manage all requirements of the Owners Corporation in relation to Covid 19.

Manager's Professional Indemnity Insurance Details

- Name of Insurer: CGU Insurance
- Name of Policy Holder: Walshe & Whitelock Pty Ltd
- Policy Number: QUA202101-0041-2
- Date Policy Expires: 06.04.2025

Consideration Of Financial Matters

Financial Statements

The Manager advised that members were sent a copy of the financial statement with the Notice of Meeting.

Administration Fund

The Manager advised that the cash at bank balance as at 30st March 2024 is the sum of \$7660.94.

Sinking Fund

The Manager advised that the cash at bank balance as at 30st March 2024 is the sum of \$6924.07.

Special Levy

The Manager advised that the cash at bank balance as at 30st March 2024 is the sum of \$0.00.

Proposed Budget and Fees

Members were provided with a copy of the Proposed Budget for period 31.03.2024 to 30.03.2025 with the Notice of Meeting. Budget Total - \$10,586.31

No increase is required at this time but it is proposed the minor increase is applied from the next payment taking.

It was RESOLVED that in accordance with Part 3 Division 1, Section 23 of the Owners Corporation Act 2006, the budget total of \$10,586.31 be **accepted** as at the 31st March 2025.

Contributions are to be determined as per the fee schedule raised yearly and be levied at this level of contribution until any alternate resolution as made at future annual or special general meetings.

Actual Cash Balance

The actual cash balance as at 30th March 2023 identified a deficit of \$27.06 in the administration fund.

It was RESOLVED that no additional deficit levies are to be raised at this time with a further review is to be completed at the next Annual General Meeting.

Sinking Fund Contribution

The manager raised a discussion in relation to the sinking/maintenance fund which was established to raise funds over time (payable in addition to the annual administration contribution) that is held separately and used to contribute to larger maintenance items on the common property.

It was RESOLVED by members that a contribution to a sinking/maintenance fund be continue at \$250.00 per lot per annum is to be raised as of 30th September.

Interest, Debt & Cost Recovery

Charging of Interest

Section 29 of the Owners Corporations Act 2006 states the following;

1. An owners corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.
2. The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.
3. The owners corporation may waive the payment of interest in a particular case.

It was RESOLVED that penalty interest will be charged after **30 days** from the due date at the maximum rate allowable if any fees or amounts payable to the owner's corporation remain outstanding after the due date. Any fees and charges incurred by the Owners Corporation to collect any past due amount payable will be charged to the Owners account and will be payable upon demand.

Debt Recovery

It was RESOLVED that the manager, on behalf of the Owners Corporation take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT either directly or via legal representation.

The Manager of the Owners Corporation and/or the committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Cost Recovery

It was RESOLVED that all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Insurance Policy Held & Valuation Report (if required)

Insurance:

The manager confirmed that the current insurance policy is underwritten by Strata Community Insurance, the broker confirmed as Arthur J Gallagher. The last valuation report was confirmed in 2021.

Building Sum Insured:	\$2,392,382.00
Public Liability:	\$20,000,000.00
Premium Paid:	\$4658.56
Due Date:	22.04.2025

The manager notes that in accordance with Part 3, Division 6, Section 65 of the Owners Corporation Act 2006 (due to most recent amendments) that Owners Corporation (tiers 1-4) are required to obtain an insurance valuation every 5 years or earlier.

The manager notes that the next report will be required in 2026. In review of cover held the manager did recommend members consider obtaining an update valuation report.

Duty Of Disclosure

Members are reminded of their duty of disclosure to the insurer. If there is anything else relevant to your insurance please ensure to provide the insurer with information as soon as possible.

Insurance Claim & Excess

The Owners Corporation is responsible for the payment of any excess where claims are made for issues on common property and/or where the common property is the source of the issue.

Lot owners are responsible for the payment of any excess where claims are made for issues to their own lot **or** in the event where damage is sustained from another lot, then the owner of the lot where the source of the issue was confirmed is responsible.

Personal Belongings/Contents

Members are advised that the Strata Insurance Policy does not extend to cover personal items within the Lot boundary. Personal items include carpet, light fittings, curtains, blinds, & appliances.

It is suggested that members arrange for contents insurance to include public liability cover for the area inside their respective Lot and car space.

Members can contact the insurance company to obtain information and advice on Landlords insurance and other products available.

Standing Direction

Members were advised that in order for Walshe & Whitelock Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be given to Walshe & Whitelock Pty Ltd. The insurance policy will be renewed at either the "suggested" or "current" rate of cover as indicated on the renewal notice by the insurer, as per the Insurance Valuation Report, or as instructed by a majority of owners.

The direction is:

The owners corporation members RESOLVED that the manager take action to have an insurance valuation completed by a party independent of the insurance company and brokers to establish the required level of cover. Once this report is in hand it is to be passed through to the insurance company to ensure that the sums of cover are complaint with the report received. A copy of both the valuation and revised insurance policy be sent to all members together with a levy to cover the cost in obtaining the report and amending the existing policy (if required)

Also, in accordance with Part 3, Division 1, Section 23A, the Owners Corporation RESOLVES to authorise the manager to raise a levy to cover any deficit which prevents full payment of insurance premiums.

Dispute Resolution – Formal Complaints

Pursuant to Part 10 Division 1, Section 159 of the Owners Corporation Act, 2006, the Owners Corporation is required to report to the Annual General Meeting on these matters.

It is noted that during the year, no written complaints were lodged.

Occupational Health & Safety

When common property is deemed a worksite, it is a requirement of the Occupational Health & Safety Act (Vic) 2004, Section 26 that "A person who (whether an owner or otherwise i.e. Owner Corporation) has to any extent, the management or control of a workplace, must ensure that the workplace and the means of entering and leaving it are safe and without risks to health."

Furthermore, an Owners Corporation under its functions has a duty to repair and maintain the common property, to fulfil its function and ensure it is free from hazards.

Under common law, an Owner's Corporation has a duty of care and must take reasonable heed to ensure that anyone, including owner's, tenants, visitors and even trespassers who come onto the premises are not injured.

As a result of this requirement the manager sought members advise if an updated Occupational Health & Safety Report should be obtained at this time.

It was RESOLVED by members that no action be taken to engage a third party to provide a formal report at this time. Members will monitor the common areas, and report any issues, hazards or obstructions as identified for review and action.

It was further RESOLVED that a copy of the previous report be circulated to all lot owners for review.

Asbestos Report

The manger does recommend that an updated report be obtained if/as required noting that the last report was received in 2015.

It was RESOLVED by members that no action be taken at this time however a copy of the previous report received is to be circulated to all lot owners.

General Business & Maintenance Items

Concrete Surfaces

Following conversation at the last meeting minor issues with cracking and movement in the concrete was raised for review. Members were asked to confirm if action to complete maintenance or renewal should be undertaken.

M Horn noted that the section of concrete where the naturestrip meets the driveway entrance to lot 1 has a significant lip that would be considered a trip hazard and may require repair or a section of concrete replaced.

It was RESOLVED by members that this does require repair.

M Horn raised a previous idea, proposing to obtain a licence agreement over the part of common area that is his driveway entrance and the front lawn. He queried if this may be reconsidered which in turn, depending on the agreement terms may impact the liability of cost in repairing this section of concrete.

It was proposed that this matter of the licence agreement be considered and resolved prior to any action being taken to replace the damaged concrete.

M Horn will present a proposal for the consideration of all lot owners. A ballot will be circulated and based upon the resolution passed the manager will then act further in relation to the concrete.

If a licence agreement is approved then M Horn will take action to repair the concrete to remove the hazard, at his cost.

If a licence agreement is not approved then the manager will confirm quotes to renew the concrete, present to the Chairperson for review and upon receipt of final instruction (following consultation with owners on site) then action will be taken to see the concrete repaired/replaced with costs to be taken from funds held.

Gutter Cleaning

The manager sought members to consider and confirm if action should be taken to clean out all gutters and downpipes.

It was RESOLVED by members the manager go ahead and arrange for the annual clean to be completed ensuring also that all garage roofs are cleaned at the same time.

If any issues of maintenance are identified then this will be reported back to the lot owner allowing for them to take further action if/as required.

Fencing

At the last meeting members asked the manager to communicate with neighbouring houses on the north boundary to see if they were interested in taking part in replacing the fences on the property boundaries. To date two of the fences has been replaced with no response received from the one neighbour.

The manager again reminded members that there is a large number of boundaries to this property and so although not common property the owners corporation manager did confirm that they will work with members as required to assist in replacement of boundary fencing. It is noted that the fence at the rear of lots 1, 2 & a part of lot 3 was completed in 2022 and the rear of lots 3, 4 & 5 in 2023.

It was RESOLVED that the manager will work with relevant lot owners and the neighbouring property owner of 7 Malcolm to see that final boundary fence replaced if/when any response or contact is received from the neighbouring property owner.

Fencing – Visibility

It is noted that the fence on the sough boundary is high and impacting visibility when residents exit the site. As such it was proposed that this fence be cut down (on a slant) to allow for better vision.

It was RESOLVED by members that the manager will communicate with the neighbouring property agents and if/when their consent is received then action will be taken to cut the existing fence to allow for visibility.

Separate Water Meters

A conversation was held in relation to separate water meters noting that at this time there is one invoice issued, equally to each lot owner.

It was RESOLVED by members that a quote to have separate water meters for each of the 8 lots be confirmed. Once in hand a ballot will be circulated to all lot owners to determine by ordinary resolution if these works should be undertaken. If approved then additional quotes will be confirmed, the best and cheapest accepted and work then undertaken.

If, however there is no support reached to see this completed then the manager will take action to have a plumber attend and change the washer of each of the common taps on site following a report that there is hammering of the pipe when the tap is turned on outside lot 4.

Lighting

Owners noted that the common lights are very bright and do impact the internal living spaces. It was proposed that action be taken to replace the existing with dimmer globes to reduce impact.

It was RESOLVED by members that the manager take action to have a contractor attend to complete the required changeover.

Common Area Maintenance

A query was raised in relation to maintenance of the common areas.

It was confirmed that the caretaker is engaged to carry out lawn maintenance, minor trimming and every 6 months trimming along the fence line.

It was noted that owners are individually required to maintain and weed the garden in front to their own lots. If assistance is required then the manager does recommend members contact the caretaker to see additional maintenance completed (at the lot owners direct cost)

Contract Of Appointment

It was RESOLVED that Walshe & Whitelock be reappointed as managers.

A contract of appointment and instrument of delegation was provided in relation to the management of the Owners Corporation. This agreement is to be signed with a copy available to members upon request.

Next Annual General Meeting

It was RESOLVED that the next Annual General Meeting is to be held via Zoom Video Conferencing and is to be called at a date and time that is to be arranged in advance with the Chairperson with specific requests noted from the lot owners present.

Closure Of Meeting

There being no other business, the meeting was closed.

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

Sch. 2 rule 1.
inserted by
S.R. No.
147/2021
reg. 14.

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.

- (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.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
~~Reg. 15(2)~~
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (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**.

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
~~Reg. 15(5)~~
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

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.

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.

DATED

2025

JACOB NORRIS MCRAE

to

CONTRACT OF SALE OF LAND

Property: Unit 6, 38 Grevillia Road, Oak Park VIC

Essendon & Suburbs Conveyancing Services

7 Sterling Drive
KEILOR EAST VIC 3033
Tel: 0421 283 327
Fax: 03 9337 8992
Ref: BD:25/013