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CONTRACT FOR SALE OF REAL ESTATE

Property: 3/7 Wight Street, Kensington 3031

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

Contract for Sale of Real Estate

Property Address is 3/7 Wight Street, Kensington 3031

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 Purchaser acknowledges having received from the Vendor's estate agent prior to the execution of this Contract or any preliminary Contract or payment of any deposit or other money:

- a) a copy of this Contract pursuant to *section 53 of the Estate Agents Act 1980*;
- b) a statement as required by *section 32(1) of the Sale of Land Act 1962*; and
- c) a due diligence checklist published by Consumer Affairs Victoria, a copy of which is annexed to the Vendors Statement.

SIGNING OF THIS CONTRACT

Any person signing this Contract must note the authority for which they sign beneath their signature.

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

Any person whose signature is secured by an Estate Agent acknowledges being given by the Estate Agent at the time of signing a copy of the terms of this Contract.

SIGNED BY THE PURCHASER:

..... on/...../2026

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print name(s) of person(s) signing: HELEN CHRISTINE GLAB

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

IMPORTANT NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

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

- You may negotiate with the Vendor about the **amount of deposit monies payable** under the Contract of Sale, up to 10% 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 this Contract of Sale and the day on which you become the registered proprietor.

Particulars of Sale

Vendor's Estate Agent

Name: Xynergy Realty Altona

Address: 114-116 Queen Street, Altona, VIC 3018

Email: william.coleman@xynergy.com.au

Tel: (03) 9398 8400

Mob: 0410885168

Fax:

Ref: William Coleman

Vendor

Helen Christine Glab

C/- Vic Legal Conveyancing

Vendor's Conveyancer or Legal Practitioner

Vic Legal Conveyancing

Address: Unit 2, 117 Holmes Road, MOONEE PONDS VIC 3039

Email: enquiries@viclegal.com.au

Tel: (03) 9372 0255

Fax: (03) 9372 0266

Ref: 26023

Purchaser

Name:

Address:

Email:

Telephone:

Mobile:

Purchaser's Conveyancer or Legal Practitioner

Name:

Address:

Email:

Phone:

Mobile:

Ref No.

Land (General Conditions 3 and 9)

All the Land as contained within the surveyed boundaries and described in the table below as –

Certificate of Title Reference				Being Lot	on Plan
Volume	09892	Folio	913	3	SP032032E
Volume	09892	Folio	921	11	SP032032E

OR as described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

Property Address

The address of the land being sold is: **3/7 Wight Street, Kensington 3031**

Goods sold with the land (General Condition 2.2) (list or attach schedule)

a) The land includes all improvements and fixtures as inspected - all fixed floor coverings, electric light fittings, window furnishings and fixtures and fittings of a permanent nature.

Payment (General Condition 10 & 11)

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

GST (General Condition 13)

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

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

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

Vendors GST Supply Withholding Notice (SC 20)

In accordance with Section 14-255 Schedule 1 of the *Taxation Administration Act 1953 (Cth)* the Vendor gives notice, warrants and confirms in relation to the supply of the property that it is not a 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)*.

- The Purchaser is NOT required to withhold any amount under the Commonwealth Act.
- The Purchaser is REQUIRED to withhold an amount under the Commonwealth Act and a supply Notice shall be provided prior to settlement.

Settlement (General Condition 11) **is due on**

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

- ~~• the above date; or~~
- ~~• 14 days after the Vendor gives notice in writing to the Purchaser of registration of the Plan of Subdivision or Issue of Occupancy Permit whichever is the Later.~~

Lease (General Condition 1.1 & Special Condition 4)

At settlement the Purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1 and Special Condition 4

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

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

Terms Contract (General Condition 23)

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

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

Special conditions

Finance Approval (General Condition 14 & Special Condition 8)

This condition applies only if the box has been marked with a cross.
The following details apply if this Contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

Building Inspection (Special Condition 9)

This condition applies only if the box has been marked with a cross.

Pest Inspection (Special Condition 10)

This condition applies only if the box has been marked with a cross.

Other proposed Special Conditions – (any additional special conditions intended to form part of this Contract must first be approved by the Vendor in writing as part of a Purchaser's Initial offer presented to the Vendors nominated Real Estate Agent).

Contract of Sale - Special Conditions

It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (e.g. 4a, 4b, 4c, etc.)
- will only come into effect if the noted box beside the Special Condition has been checked or the parties otherwise agree in writing.

1. Sale by Auction (if Applicable)

The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2005* or any rules prescribed by regulation which modify or replace those Rules.

Auctioneer Statements at Public Auctions

THE AUCTIONEER MUST read out the following words of law at the commencement of the auction. Required under the *Sale of Land (Regulations) 2005*.

By law, The Auctioneer MUST advise you that:

1. Today's auction will be conducted in accordance with the rules in Schedule 1 of the *Sale of Land Regulations 2005* and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules permit the making of bids on behalf of the Vendor.
3. The law prohibits the making of Vendor bids other than by me as the auctioneer.
4. During the auction, I will say. "VENDOR BID", when I make bids on the Vendor's behalf.
5. I will indicate bidders on request.
6. The law prohibits a person from falsely claiming or falsely acknowledging that he or she made a bid.
7. The law prohibits an intending bidder or a persons action on behalf of an intending bidder from intentionally preventing or causing a major disruption to the auction.
8. The law provides for substantial penalties for any person who engages in prohibited conduct.

THE REIV RECOMMENDS THE AUCTIONEER READS OUT THE FOLLOWING AFTER READING OUT THE WORDS ABOVE

The rules for the conduct of today's auction are as follows –

- a) As the auctioneer, I may make one of more bids on behalf of the Vendor of the land at any time during the action;
- b) As the auctioneer I may refuse any bid;
- c) As the auctioneer I may determine the amount by which the bidding is to be advanced;
- d) As the auctioneer I may withdraw the property from sale at any time;
- e) As the auctioneer I may refer a bid to the Vendor at any time before the conclusion of the action;
- f) In the event of a dispute concerning a bid, I, as the auctioneer, may resubmit the property for sale at the last undisputed bid or start the bidding again;
- g) As the auctioneer I must not accept any bid or offer for the property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of sale following the auction; and
- h) If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

2. Deposit Bond (if Applicable)

In this special condition:

- a) "deposit bond" means an irrevocable undertaking by an Issuer in a form satisfactory to the Vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

The Purchaser may deliver a deposit bond to the Vendor's estate agent, legal practitioner or conveyancer within seven (7) days after the day of sale.

The Purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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 30 days before the deposit bond expires;
- c) the date on which this Contract ends in accordance with General Condition 28.2 following breach by the Purchaser; and
- d) the date on which the Vendor ends this Contract by accepting repudiation of it by the Purchaser.

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 this special condition to the extent of the payment.

Nothing in this special condition limits the rights of the Vendor if the Purchaser Defaults under this Contract or repudiates this Contract, except as provided in this special condition.

3. Bank Guarantee (if Applicable)

In this special 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 under this Contract agreed in writing, and
- b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).

The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.

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 30 days before the bank guarantee expires;
- c) the date on which this Contract ends in accordance with General Condition 28.2 following breach by the Purchaser; and
- d) the date on which the Vendor ends this Contract by accepting repudiation of it by the Purchaser.

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 this special condition.

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 this special condition to the extent of the payment.

Nothing in this special condition limits the rights of the Vendor if the Purchaser Defaults under this Contract or repudiates this Contract, except as provided in this special condition.

4. Tenancy Agreement (if Applicable)

Where the land is sold subject to and with the benefit of a tenancy/lease agreement referred to in the particulars of sale and disclosed in the Vendors Section 32 Statement, the Purchaser acknowledges and agrees that:

- a) the Vendor may not retain the original signed copies of the tenancy/lease agreement and the Purchaser will not require the Vendor to deliver such original signed documents and will make no objection or requisition in relation to this special condition;
- b) they have undertaken their own investigations and enquiries in relation to the tenancy/lease agreement disclosed in the Vendors Section 32 Statement;
- c) the Vendor provides no warranty as to the validity or enforceability of the tenancy/lease agreement; neither any warranty that the tenant/lessee has complied with all the terms and conditions contained in the tenancy/lease agreement whether or not a copy of such tenancy/lease agreement is disclosed in the Vendors Section 32 Statement and further the Vendor provides no warranty as to whether the tenancy/lease agreement complies with any law, including without limitation to any laws governing residential or retail tenancies;
- d) they shall not be entitled to make any objection or make any claims under this Contract or otherwise terminate or rescind this Contract because a tenant/lessee referred to in the tenancy/lease agreement provides the required notice to vacate and or subsequently vacates the property situated upon the land occupied by them at the date of this Contract or before completion of the sale herein for any reason whatsoever; and
- e) the Vendor may do all things reasonably for the proper management of the property including by not limited to granting a new tenancy/lease agreement on the best terms that may be reasonably obtained for those parts of the property which may become vacant.

Rent

Notwithstanding *s141(1) of the Property Law Act 1958* the Vendor shall retain all rights to recover rent including any arrears which are recoverable from the tenant/lessee which relate to any period prior to the settlement date.

Until the payment of the residue of the purchase monies, the Purchaser acknowledges and agrees the Vendor may do anything it sees fit in the ordinary course of business including commence proceedings in respect of the said tenancy/lease agreement to terminate the tenancy/lease agreement in order to secure payment of any outstanding monies from the tenant/lessee and to do all things which may be necessary or ancillary to the proper management of the land.

To the extent any recovery is ineffective the Purchaser agrees to allow the Vendor at the Vendors request and expense to exercise its rights under *s141(2) of the Property Law Act 1958* for the benefit of the Vendor to commence or continue such legal proceedings in the Purchaser's name against the tenant/lessee for recovery for all or part of such monies due and payable to the Vendor. The Purchaser is deemed to have irrevocably appointed the Vendor as its Attorney for such purpose.

Chattels

The Purchaser acknowledges and agrees that the tenant/lessee may have installed their own chattels within the property and may be entitled under the terms of the tenancy/lease agreement to remove such chattels, any tenant/lessee fixtures and fittings and chattels are specifically excluded from this sale.

The Purchaser acknowledges and agrees they have undertaken their own investigations and enquiries as to the legal owner of such fixtures, fittings and chattels contained within the property and will not raise any requisition, objection or claim in relation to the identification of any property which the tenant/lessee are entitled to remove from the property or in relation to the removal of any such property.

Outgoings

For the avoidance of doubt, it is hereby agreed that the provisions of this special condition shall entitle the Vendor to recover all rent and pay all outgoing (where appropriate) up to and including settlement date.

As at the date of settlement an adjustment must be made in relation to all rent, licence fees, occupation fees and outgoing.

Any outgoing which are payable by the tenant/lessee direct to a third party are not to be adjusted and the Vendor is not required to pay any of these outgoing which remain unpaid at settlement.

Any rent payable (partially or fully) in respect of a period after the settlement date which remains unpaid by the tenant/lessee shall not be apportioned against the Vendor and this special condition shall override *General Condition 15* to the extent of any inconsistency.

The Purchaser acknowledges and agrees that they shall from the settlement date observe and perform all obligations of the Vendor as Landlord contained and implied in the said tenancy/lease documentation and shall indemnify the Vendor from all damages, costs, expenses and liabilities which the Vendor may incur or suffer as result of any breach thereof after the Settlement date.

This Special Condition shall not merge on Settlement.

5. Foreign Acquisition - Investment Review Board Approval

In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract, the Purchaser hereby warrants that it has, where required by law, obtained the approval of the Treasurer of the Commonwealth of Australia to its entering into this Contract and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under *Part II of the Foreign Acquisitions and Takeovers Act 1975*; and

The Purchaser further acknowledges that in the event that this warranty is untrue in any respect, the Purchaser hereby indemnifies the Vendor and any of its agents, included but not limited to its Legal Representative and real estate agent, against any loss which the Vendor suffers as a result of the Vendor having relied on the Purchaser's warranty when entering into this Contract including any consequential loss.

The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not require the Purchaser to obtain consent to enter this Contract.

If there is a breach of the warranty contained in this special condition, whether intentional or not, the Purchaser must indemnify and compensate the Vendor for any loss, damage or cost which the Vendor incurs as a result of the breach.

This warranty and indemnity does not merge on completion of this Contract.

6. Electronic Signing

In this special 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.

The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.

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. This Contract may be electronically signed in any number of counterparts which together will constitute the one document.

Each party consents to the exchange of counterparts of this Contract by delivery email or such other electronic means as may be agreed in writing.

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 person signing on their behalf, but a failure to comply with the request does not affect the validity of this Contract.

7. Stakeholding & Acceptance of Title

General Condition 12 is amended to include the following:

Where the Purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have granted 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.

8. Loan Approval

General Condition 14 is amended to include the following:

Where the Purchaser elects to withdraw from the Contract of sale due to an unsuccessful finance application the Purchaser shall provide a letter in writing from an authorised Lending Authority on the Lending Authorities prescribed letter head confirming the date an application for finance was made and subsequently the reasons for the failed application with such written confirmation to be received by 5:00pm no later than two (2) clear business days after the finance approval date.

9. Building Report

This Special Condition only applies if the Box in the Particulars of Sale has been checked.

The Purchaser may elect to withdraw from this Contract within 14 days from the day of sale if the Purchaser:

- a) obtains a written report from a **registered building practitioner** 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 of this Contract.

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

If the Contract ends in accordance with this special condition, all deposit money paid must be immediately refunded to the Purchaser.

A notice under this special 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.

10. Pest Report

This Special Condition only applies if the Box in the Particulars of Sale has been checked.

The Purchaser may elect to withdraw from 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 any 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 of this Contract.

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

If the Contract ends in accordance with this special condition, all deposit money paid must be immediately refunded to the Purchaser.

A notice under this special 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.

11. Guarantee & Indemnity

Any person who executes this Contract shall be deemed liable for the performance and observance of this Contract, notwithstanding that person may have executed the Contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

Directors Guarantee

If the Purchaser is or includes a proprietary company then the Purchaser must contemporaneously with the execution of this Contract procure the proper completion of the guarantee and indemnity within fourteen (14) days of the Day of Sale or the Day of Nomination as provided for in General Condition 18, whichever is the later by each of the directors of that company.

Corporate Guarantee

If the Purchaser of the property is a corporation not listed on Australian Stock Exchange Limited, each person who executes this Contract for and on behalf of the Purchaser or attests to the affixing of its common seal must also execute the annexed guarantee and indemnity within fourteen (14) days of the Day of Sale or the Day of Nomination as provided for in General Condition 18, whichever is the later.

12. Stamp Duty – Purchasers Buying Unequal Interests

If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property.

If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the Variation.

The Purchaser shall indemnify the Vendor, the Vendors agent and the Vendors legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

This Special Condition will not merge on Settlement.

13. Entire Agreement and No Representations

The Purchaser acknowledges and agrees that this Contract sets out all the terms and conditions relating to this sale. Any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negated and withdrawn. In particular, the Purchaser confirms and acknowledges that:

- a) there is no other Contract, agreement or collateral warranty subsisting at the time of signing this Contract;
- b) the Vendor has made no representations or warranties as to the fitness and suitability of the property and the chattels for any particular purpose;
- c) the Vendor has made no representations or warranties as to the financial return or income to be derived from the property and the chattels;
- d) the Vendor has made no representations or warranties as to the amount of duty payable by the Purchaser on the transfer; and
- e) in entering into this Contract, the Purchaser is relying entirely upon its own enquiries.

This special condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and Contractors.

14. Restrictions as to Use

The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the Vendor's title or affects the validity of this Contract. The Purchaser must not make any claim, requisition or objection in this regard and is not entitled to any compensation from the Vendor in respect of any such restriction.

15. Condition of Property

The property and any chattels are sold in their present condition "as is" and subject to any defects.

No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.

The Purchaser acknowledges and agrees that the Vendor, nor anyone on behalf of the Vendor have made any representation or warranty as to the fitness for any particular purpose or otherwise of the property, or that any structure, or that any improvements on the land sold or any alteration or additions thereto comply with the requirements of the responsible authorities and the Purchaser expressly releases the Vendor and/or the Vendors Agent from any claims demands in respect thereof.

The Purchaser acknowledges and agrees that the Purchaser has inspected the property and chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements which may be requested by a Purchaser.

16. Smoke Alarms

The Purchaser acknowledges and agrees that all dwellings and/or units are required to be fitted with self-contained smoke alarms in accordance with regulation 5.14 of the *Building Regulations 1994* within 30 days after:

- a) in the case of a Contract other than a terms Contract (as defined in section 2 of the *Sale of Land Act 1962*) the date of completion of the Contract; and
- b) in the case of a terms Contract, the Purchaser becomes entitled to possession or to the receipt of the rents and profits under the Contract.

17. Solar Panels (if Applicable)

In the event solar panels and/or batteries are contained within the land and property, the Vendor makes no representations or gives any warranties whatsoever with respect to their condition, state or repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any such solar panels and/or batteries, save that they are owned by the Vendor and are not encumbered in any way. The Purchaser acknowledges that any current arrangements with any Energy Supplier shall cease upon settlement and the Purchaser will be required to make their own enquiries in respect to their preferred Energy Supplier.

18. Swimming Pool and/or Spa (if Applicable)

The Vendor makes no representations or gives any warranties whatsoever concerning the registration and compliance of any swimming pool and/or spa with the relevant local Council which may be located on the land hereby sold.

The Purchaser acknowledges and agrees that as at 1 November 2020, any swimming pool and/or spa located on the property must be registered with the local Council and the Purchaser shall make their own enquiries with the relevant Council in this regard.

Where a swimming pool and/or spa is located on the land herein described, the Purchaser may be required at his/her expense to comply with the provisions of the *Building Act 1993 and the Building Regulations 1994* and in particular regulation 5.13 requiring the provisions of barriers to restrict access to the swimming pool within 30 days after:

- a) in the case of a Contract other than a terms Contract (as defined in section 2 of the *Sale of Land Act 1962*) the date of completion of the Contract;
- b) in the case of a terms Contract, the Purchaser becomes entitled to possession or to the receipts of the rents and profits and under the Contract; and

The Purchaser in obtaining registration of the swimming pool and/or spa with the relevant Council shall also be liable for all associated costs in respect to the ongoing compliance of any swimming pool and/or spa located on the land with the local Council and will not be entitled to recover or claim any costs incurred from the Vendor and the Purchaser agrees to indemnify the Vendor in this regard.

19. Foreign Resident Capital Gains Withholding

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

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.

This Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with *section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the Vendors is a foreign resident, the property 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*.

The amount is to be deducted from the Vendor's entitlement to the Contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

The Purchaser must:

- a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
- b) ensure that the representative does so.

The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:

- a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
- b) promptly provide the Vendor with proof of payment; and
- c) otherwise comply, or ensure compliance with, this Special Condition; despite:
- d) any contrary instructions, other than from both the Purchaser and the Vendor; and
- e) any other provision in this Contract to the contrary.

The representative is taken to have complied with the requirements of this Special Condition, if:

- a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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.

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.

The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

20. GST Withholding

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 Special Condition unless the context requires otherwise. Words and expressions first used in this Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

This Special Condition applies if the Purchaser is 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 (A) *new residential premises* or (B) *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 Special Condition is to be taken as relieving the Vendor from compliance with section 14-255.

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.

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 Special Condition; and
- b) ensure that the representative does so.

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) notify the Australian Taxation Office of the Vendors requirement to withhold GST and to obtain the required Payment Reference Number;
- b) pay, remit or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
- c) promptly provide the Vendor with the required Payment Reference number and evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
- d) otherwise comply, or ensure compliance, with this Special Condition; despite:
- e) any contrary instructions, other than from both the Purchaser and the Vendor; and
- f) any other provision in this Contract to the contrary.

The representative is taken to have complied with the requirements of this Special Condition if:

- a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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 settlement system described in this Special Condition.

However, if the Purchaser gives the bank cheque in accordance with this Special Condition, 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.

The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

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,
- c) in accordance with section 14-250 of Schedule 1 of 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.

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.

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 the Vendor's failure, including breach of a warranty in this Special Condition; or
- b) the Purchaser's 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.

This Special Condition shall not merge on Settlement.

21. Adjustments

General Condition 15 is amended to include the following:

The Vendor shall require the Purchaser to provide copies of all certificates and any other information used to calculate the adjustments under General Condition 15 in order for settlement to be completed

If the Purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.

Notwithstanding anything else herein before contained, the Purchaser acknowledges and agrees that where statement of adjustments are not provided in a timely manner to the Vendors Legal Representative seven (7) days prior to settlement for their consideration, the Purchaser shall be deemed in Default and required to pay to the Vendor's Legal Representative the proper costs of \$220.00 incl GST occasioned by the failure to provide such information in a reasonable time prior to settlement, such fee shall be adjusted at settlement.

Within one (1) month of settlement a party may give notice to the other in writing that a mathematical mistake has occurred in calculation of an amount paid under this Contract. If that notice is given then the parties must correct the mistake and the appropriate amount equal to the financial measure of the mistake must be paid by one party to the other.

22. Adjustments, Rates & Charges of Land Tax, Windfall Gains Tax Apportionment

General Condition 15 is amended to include the following:

Notwithstanding General Condition 15 of the Contract, and pursuant to the State Taxation and Other Acts Amendment Act 2023 (Vic) there shall be no apportionment of land tax between the Vendor and Purchaser unless the sale price is over the threshold amount, the threshold amount commences at \$10 million for the year from 1 January 2024, and is adjusted for each calendar year in line with inflation and as published by the Director of Consumer Affairs

Further there shall be no apportionment of windfall gains tax between the Vendor and Purchaser where the Vendor's windfall gains tax liability has been assessed before this Contract was signed.

23. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law.

This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the Contract of sale specifies, or the parties subsequently agree in writing, that settlement and 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.

A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

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.

The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

Settlement occurs when the workspace records that:

- a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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 11.2 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

The Vendor must before settlement:

- a) deliver any keys, security devices and codes ("keys") to the estate agent named in the Contract,
- b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
- c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract, and
- d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.

24. Settlement other than via authorised Electronic Network Operator (“ELNO”)

Where a transaction is not supported by an authorised ELNO or is unable to be conducted via an authorised ELNO and a traditional paper settlement is required by the Purchaser, the Purchaser acknowledges and agrees to pay the Vendors Settlement Attendance fees for the preparation of documents and physical settlement attendance at a location to be advised, such fees are \$275 incl GST and shall be adjusted at settlement.

25. State Revenue Office - Digital Duties Form

The Vendor will initiate the preparation of a Duties Online Settlement Statement as soon as practicable after the Contract Date and will provide the Purchaser with online access to that document within a reasonable time prior to settlement.

The Purchaser will sign the Duties Online Settlement Statement no later than seven (7) days prior to settlement, once signed the Purchaser will not amend or require re-signing of the Duties Online Settlement Statement without first advising the Vendor in writing of the reason for amending or unsigned the Duties Online Settlement Statement.

Where the Duties Online Settlement Statement is required to be amended and subsequently re-signed by the Vendor within five (5) days of settlement in order to finalise the Duties Online Settlement Statement the Purchaser will be deemed to be in Default and the Vendor will not be required to settle the matter prior to the expiration of seven (7) days after the Vendor resigns the Duties Online Settlement Statement.

26. Purchaser not entitled to delay Settlement

General Condition 24.4 and 24.5 and 24.6 do not apply to this Contract and are to be deleted and replaced with the following:

If in the event that on or before the settlement date, any dispute arises as to any adjustments as to the quality or standard of the property hereby sold then the Purchaser shall not be entitled to delay or postpone settlement as a consequence thereof or to request or demand the holding back or retention of any part of the purchase price payable as security for the satisfactory rectification of the property and the Purchaser shall proceed with settlement on the settlement date as required by this Contract.

27. Rescheduled Settlement \ Failed Settlement

In the event the Purchaser fails to complete settlement on the due date, the Purchaser will be deemed to be in Default and acknowledges and agrees to pay the Vendors Legal Representatives proper costs occasioned by the Purchaser’s Default such costs of \$220.00 incl GST shall be adjusted at settlement.

For the avoidance of doubt, a failed settlement is where settlement has to be rescheduled and takes place on a different day to the original due date.

28. Default Costs, Charges and Expenses

The Purchaser must pay all costs, charges and expenses incurred by the Vendor due to any Default by the Purchaser in payment of any money payable under this Contract or any breach by the Purchaser of any of the terms of this Contract.

29. Costs in the Event of Default

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser (“the Contract”) for the payment of the residue of monies as defined in the Contract (“the due date”) the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a) all costs associated with obtaining bridging finance to complete the Vendor’s purchase of another property and interest charged on such bridging finance; and
- b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date; and
- c) other expenses claimed by the Vendor’s estate agent or other representative(s) relating to the sale of the property; and
- d) accommodation and storage expenses necessarily incurred by the Vendor; and
- e) legal costs and expenses as between the Vendor’s Legal Representative and the Vendor; and
- f) penalties payable by the Vendor to a third party through any delay in completion of the Vendor’s purchase; and any carrier’s costs thrown away or additional carrier’s costs; and
- g) land tax charged to the Vendor in respect of the property, on a proportional basis and not on a single holding basis, for the entire year (following the year during which settlement of this Contract is due to be effected) for which they are charged in the event that settlement is not effected pursuant to this Contract or in the event that this Contract is terminated by the Vendor as a consequence of Default on the part of the Purchaser, and no adjustments shall be made thereof between the parties; and
- h) the proper legal costs of the Vendor arising from the Default (including those costs incurred in having to deal with third parties) are \$990.00 incl GST.

All interest due and payable under this Contract must be paid on the Settlement Date.

Nothing in this Special Condition limits the rights of the Vendor if the Purchaser Defaults under this Contract.

30. Default Interest

General Condition 26 is amended to read as follows:

If the Purchaser Defaults in payment of any money due under this Contract, the Purchaser must pay to the Vendor interest at the rate of 4% above the standard rate on all money overdue during the period of Default without any demand and without prejudice to any other rights of the Vendor.

31. Inconsistency between General Conditions and Special Conditions

The Purchaser acknowledges and agrees the General Conditions have been modified as contemplated in the Special Conditions, and in the event of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions will prevail to the extent of any such inconsistency.

32. Non-Merger

Any provision of this Contract that is capable of having effect after the Settlement Date will not merge in the instrument of transfer of the land.

33. Severability

In this Contract, a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before settlement or after the date of this Contract.

If any of the provisions of this Contract are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, including, but not limited to, due to the operation of the Owners Corporation Act, the Trade Practices Amendment (Australian Consumer Law) Act (No1) 2010 (Cth), such invalidity or enforceability or illegality (unless deletion of such provision or provisions would substantially alter the expressed or implied intent of the parties), will not affect the operation or interpretation of any other provisions of this Contract with the intent that the invalid, unenforceable or illegal provision or provisions would be treated for the purposes of this Contract as severed from this Contract.

34. Jointly & Severally

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.

35. Waiver

No waiver or any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach will operate as a waiver of any other breach of subsequent breach.

36. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws for the time being in force in the State of Victoria and the parties submit to the jurisdiction of the Courts of the State of Victoria and all Courts of Appeal from those Courts.

37. COVID 19 (Coronavirus Disease)

For the purposes of this special condition, definitions are as follows:

Affected Party means the party the subject of a COVID-19 Event.

COVID-19 Event means a party to this Contract:

- (a) Contracting the COVID-19 virus; or
- (b) being placed in quarantine or isolation by order or direction of a governmental authority or such other person authorised to issue such order or direction; or
- (c) being required to quarantine or self-isolate by order or direction of a governmental authority or such other person authorised to issue such order or direction; or
- (d) an immediate family member of a party's household or family being the subject of an event specified in (a), (b) or (c).

Disinfect includes, but is not limited to, steam cleaning carpets, mopping of floors, cleaning air conditioning filters and using appropriate disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows and appliances.

Notice

Upon the happening of a COVID-19 Event the Affected Party must:

- (a) notify the other party in writing of the COVID-19 Event and the period of quarantine or self-isolation as soon as reasonably practicable; and
- (b) provide appropriate documentation to substantiate the COVID-19 Event and the need for quarantine or self-isolation.

Extension of Settlement Date

Upon the happening of a COVID-19 Event (and service of the documents referred to in this special condition) which prevents the original Contract settlement date from occurring; the settlement date under the Contract may be revised at the request of the affected Party in writing prior to the original Contracted settlement date seeking to revise the settlement date to fourteen (14) days after the date the Affected Party provides their written request seeking to revise the settlement date.

Damages

If settlement is extended in accordance with this special condition neither party will have any claim against the other for compensation or damages arising by reason of the extension to the settlement date including, without limiting the generality of the foregoing, any claim for fees, penalty interest, costs or expenses.

Vendor as Affected Party

If the Vendor is the Affected Party, it must:

- (a) vacate the property at least 24 hours prior to the revised settlement; and
- (b) thoroughly Disinfect the property prior to the revised settlement date.

Contract of Sale - General Conditions

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER & Duty

The transfer of land document must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The Vendor must prepare any document required for assessment of duty on this transaction including but not limited to promptly initiating the Online Duties form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete such document as soon as practicable.

7. RELEASE OF SECURITY INTEREST

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

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

7.3 If the Purchaser is given the details of the Vendor's date of birth under condition 7.2, the Purchaser must

- (a) only use the Vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the Vendor secure and confidential.

7.4 The Vendor must ensure that at or before settlement, the Purchaser receives –

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

7.5 Subject to General Condition 7.6, the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property –

- (a) that –
 - (i) the Purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the Vendor's business of selling personal property of that kind.

7.6 The Vendor is obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of personal property described in General Condition 7.5 if –

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

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

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

7.9 If the Purchaser receives a release under General Condition 7.4(a) the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.

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

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

7.12 The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released if the Purchaser does not provide an advice under General Condition 7.11

7.13 If settlement is delayed under General Condition 7.12, the Purchaser must pay the Vendor –

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the Vendor as a result of the delay –
as though the Purchaser was in Default.

7.14 The Vendor is not required to ensure that the Purchaser receives a release in respect of the land. This General Condition 7.14 applies despite General Condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in General Condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This General Condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 The Vendor must complete a conversion of title in accordance with *Section 14 of the Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under *Section 23 of the Act*.

9.3 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.

9.4 The Purchaser is entitled to inspect the Vendor's chain of title on request at such place in Victoria as the Vendor nominates.

9.5 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.

9.6 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.

9.7 If the Contract ends in accordance with General Condition 9.5, the deposit must be returned to the Purchaser and neither party has a claim against the other in damages.

9.8 General Condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. DEPOSIT

10.1 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.

10.2 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.

10.3 The Purchaser must pay all money other than the deposit:

- (a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

10.4 At settlement, payments may only be made or tendered as agreed between the Parties, as follows:

- (a) in cash up to \$1000.00; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

10.5 For the purpose of this General Condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.

10.6 At settlement, the Purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

11. SETTLEMENT

11.1 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.

11.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11.3 The Vendor's obligations under this General Condition continue after settlement.

12. STAKEHOLDING

12.1 The deposit must be released to the Vendor if:

- (a) the Vendor provides particulars, to the satisfaction of the Purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts together with any amounts to be withheld the total amount of those debts 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.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the Contract is settled, or the Contract is ended.

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

13. GST

13.1 The Purchaser is not required to pay the Vendor any amount in respect of GST in addition to the purchase price if the particulars of sale specify the purchase price includes GST;

13.2 The Purchaser must pay to the Vendor any GST payable by the Vendor in respect of a taxable supply made under this Contract if:

- (a) the Particulars of Sale specify that 'Plus GST' is applicable and must be paid in addition to the Purchase price; or
- (b) 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) if the particulars of sale specify that the supply made under this Contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) if the particulars of sale specify that the supply made under this Contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

13.7 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.

13.8 This General Condition will not merge on either settlement or registration.

14. LOAN

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

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

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

14.3 All money must be immediately refunded to the Purchaser if the Contract is ended.

15. ADJUSTMENTS

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this Contract.

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

16.3 All Parties must do all things reasonably necessary to enable this Contract to proceed to settlement, and must Act in a prompt and efficient manner.

16.4 Any unfulfilled obligation will not merge on settlement.

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This General Condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

The Vendor may require one or more directors of the Purchaser to guarantee the Purchaser's performance of this Contract if the Purchaser is a proprietary limited company.

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The Vendor carries the risk of loss or damage to the property until settlement.

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

24.3 The Purchaser must not delay settlement because one or more of the goods is not in the condition required by General Condition 24.2, but may claim compensation from the Vendor after settlement.

24.4 The Purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by General Condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in General Condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The Default notice must:

- (a) specify the particulars of the Default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the Default unless, within 14 days of the notice being given-

- (i) the Default is remedied; and
- (ii) the reasonable costs incurred as a result of the Default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the Contract becomes immediately payable to the Vendor if the Default has been made by the Purchaser and is not remedied and the costs and interest are not paid.

28.2 The Contract immediately ends if:

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

28.3 If the Contract ends by a Default notice given by the Purchaser:

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

28.4 If the Contract ends by a Default notice given by the Vendor:

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

28.5 The ending of the Contract does not affect the rights of the offended party as a consequence of the Default.

GUARANTEE AND INDEMNITY

THIS DEED dated _____ day of _____ 20

BETWEEN _____ of _____
_____ (Purchaser)

AND _____ of _____
_____ (Guarantor/s)

IN CONSIDERATION of the Vendor having at the request of the guarantor agreed to sell the land described within the Contract of sale to the Purchaser the guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the Purchaser failing to pay the Vendor as and when due the money referred to within the Contract the guarantor will immediately pay such money to the Vendor;
2. That in the event of the Purchaser failing to carry out or perform any of its obligations under the Contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the Purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the Vendor have been paid and all obligations have been performed.

EXECUTED BY)
)
..... Director Director
Name:	Name:

SIGNED SEALED & DELIVERED BY)
)
in the presence of:)
..... Signature of witness Signature
..... Print name of witness Signature

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	3/7 Wight Street, Kensington 3031
-------------	-----------------------------------

Vendor's name	Helen Christine Glab	Date 27/2/2026
----------------------	----------------------	--------------------------

Vendor's signature	Signed by:  375BE85CB4C04EB...	
---------------------------	---	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Initial


1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

None to the Vendors knowledge, save for the usual apportionable outgoings which are to be adjusted at settlement of the property. The Purchaser should be aware they may become liable for land tax depending upon other real estate owned in Victoria.

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	AVPCC 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 of 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): -

Is in the attached copies of title documents.

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

To the best of the Vendors Knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction affecting the property however, the Purchaser should note that there may be underground electricity cables, NBN cables, telephone cables, sewers, drains, water pipes, underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title. The Purchaser should make their own enquiries prior to making an Offer to Purchase.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None to the Vendors Knowledge however, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the property, unless communicated in writing to the Vendor.

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:

None to the Vendors Knowledge however, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the property, unless communicated in writing to the Vendor.

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:

None to the Vendors Knowledge however, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the property, unless communicated in writing to the Vendor.

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 the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input 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*.

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)

AS FOLLOWS

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

VOLUME 09892 FOLIO 913

Security no : 124132160118C
Produced 13/02/2026 09:04 PM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 032032E.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08858 Folio 759
Created by instrument SP032032E 03/08/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

HELEN CHRISTINE GLAB of 9 MYROSS AVENUE ASCOT VALE VIC 3032
AE866310W 30/01/2007

ENCUMBRANCES, CAVEATS AND NOTICES

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 SP032032E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 GROUND FLOOR 7 WIGHT STREET KENSINGTON VIC 3031

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP032032E

DOCUMENT END

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

VOLUME 09892 FOLIO 921

Security no : 124132443895X
Produced 24/02/2026 03:27 PM

LAND DESCRIPTION

Lot 11 on Registered Plan of Strata Subdivision 032032E.
CAR PARK
PARENT TITLE Volume 08858 Folio 759
Created by instrument SP032032E 03/08/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HELEN CHRISTINE GLAB of 9 MYROSS AVENUE ASCOT VALE VIC 3032
AE866310W 30/01/2007

ENCUMBRANCES, CAVEATS AND NOTICES

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 SP032032E 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)

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP032032E

DOCUMENT END

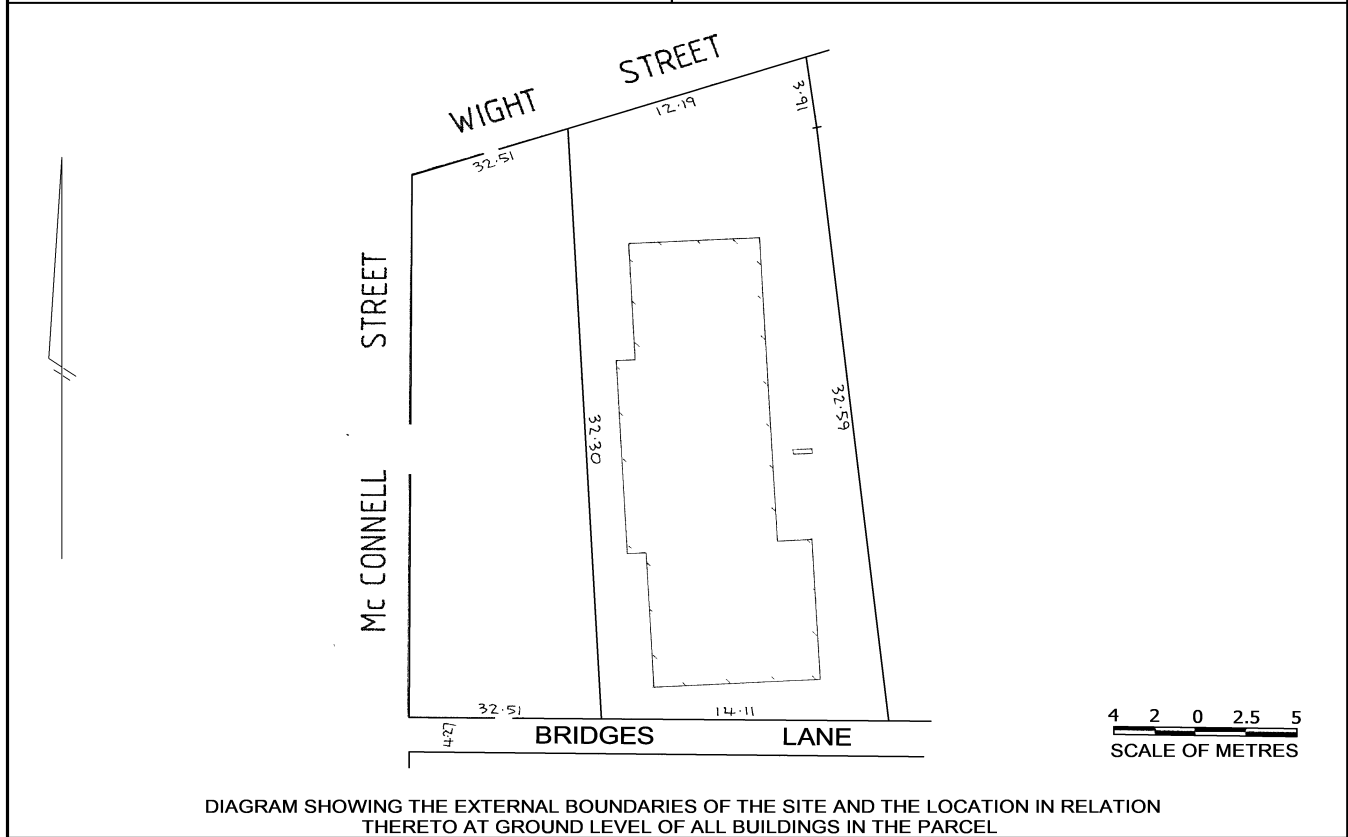
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PLAN OF STRATA SUBDIVISION		EDITION 1	SP032032E
LOCATION OF LAND		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
PARISH:	DOUTTA GALLA	SURVEYOR'S CERTIFICATE	
TOWNSHIP:	-	Surveyor: GEOFFREY BERRY	
SECTION:	53	Certification Date: 17/02/1989	
CROWN ALLOTMENT:	1 (PT)	SEAL OF MUNICIPALITY AND ENDORSEMENT	
CROWN PORTION:	16	Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967	
TITLE REFERENCE:	VOL. 8858 FOL. 759	by CITY OF MELBOURNE on 16/05/1989	
LAST PLAN REFERENCE:	-	REGISTERED DATE: 03/08/1989	
DEPTH LIMITATION:	DOES NOT APPLY	PLAN UPDATED BY REGISTRAR IN AN661031Q 26/06/2024	
POSTAL ADDRESS:	7 WIGHT STREET KENSINGTON 3031		



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

PLAN OF STRATA SUBDIVISION

SP032032E

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 10 IS A TWO STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 3 AND 5 TO 10 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT, EXCEPT AS TO

- THAT PART OF LOT 1 SHOWN THUS \\\\\\\ WHERE THE LOWER BOUNDARY IS 0.10 METRES BELOW THAT PART OF THE SITE
- THAT PART OF LOT 1 SHOWN THUS //\\\\ WHERE THE LOWER BOUNDARY IS THAT PART OF THE SITE.

THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY, EXCEPT AS TO

- THAT PART OF LOT 1 SHOWN THUS \\\\\\\ WHERE THE UPPER BOUNDARY IS THAT PART OF THE SITE
- THAT PART OF LOT 1 SHOWN THUS //\\\\ WHERE THE UPPER BOUNDARY IS THREE METRES ABOVE ITS LOWER BOUNDARY.

THE LOWER BOUNDARY OF LOT 4 LIES WITHIN THE FLOOR OF THAT PART OF THE TOPMOST STOREY, EXCEPT AS TO

- THAT PART SHOWN THUS XXXX WHERE THE LOWER BOUNDARY LIES WITHIN THE FLOOR OF THAT PART OF THE GROUND STOREY.

THE UPPER BOUNDARY OF THIS LOT LIES WITHIN THE CEILING OF THAT PART OF THE TOPMOST STOREY.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 11, 12 & 13.

THE LOWER BOUNDARY OF LOTS 11, 12 & 13 IS THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 8 TO 13 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.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

COLUMN 2

LOTS 2 TO 7

LOTS 8 TO 13

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

SP032032E

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY (PT)

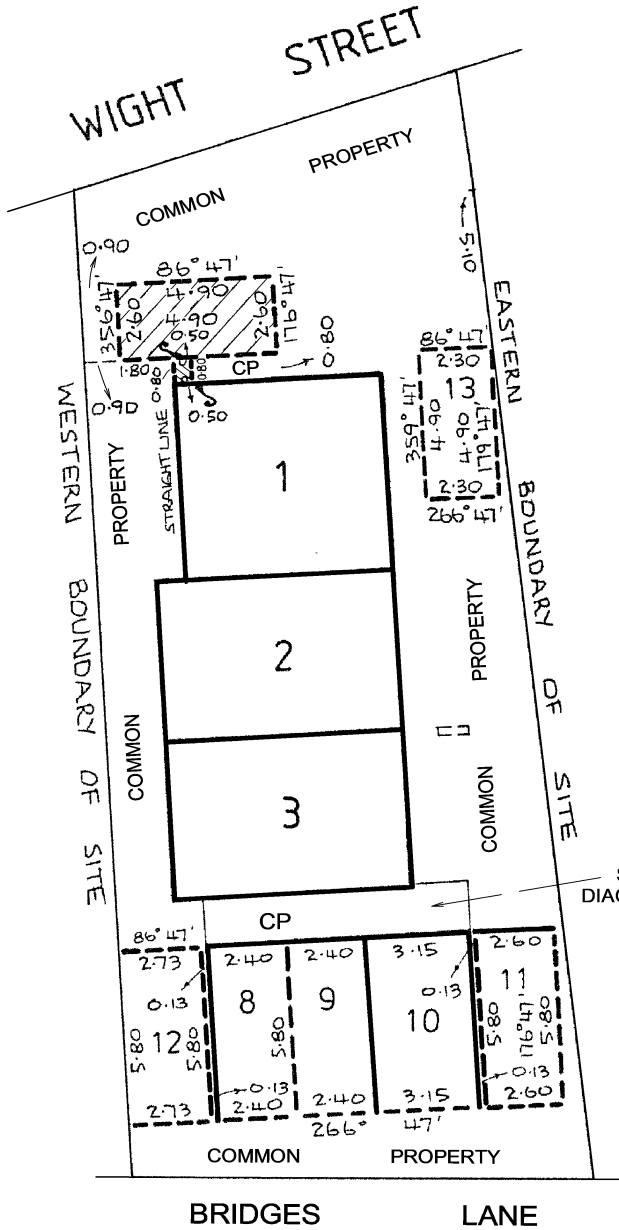
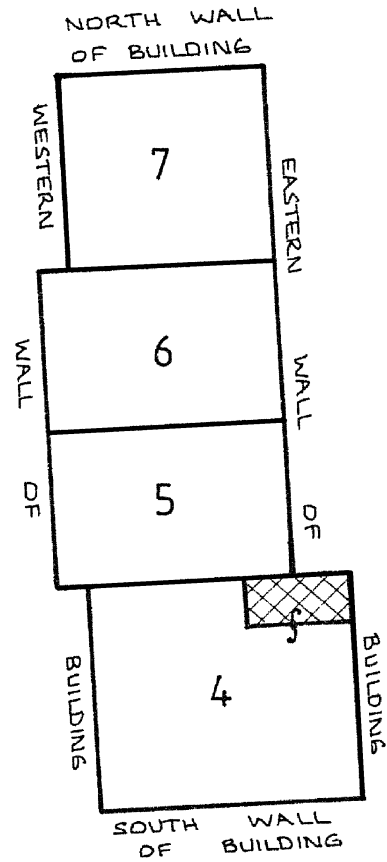
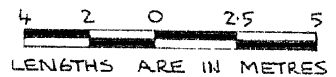


DIAGRAM 2
GROUND STOREY (PT) &
TOPMOST STOREY



SEE DIAGRAM 2



City of Melbourne
GPO Box 2158 Melbourne 3001
ABN 55 370 219 267



Valuation and rate notice 2025-2026

For the period 1 July 2025 - 30 June 2026

029790 023 H12

H C Glab
9 Myross Ave
ASCOT VALE VIC 3032

Tax invoice

No GST has been charged

Assessment no. 88213 4

Date of issue 12 Aug 2025

QUESTIONS?

Web: melbourne.vic.gov.au/rates
Email: rates@melbourne.vic.gov.au
Phone: 03 9658 9658
Business hours, Monday to Friday

Property Unit 3, Ground 7 Wight Street, KENSINGTON VIC 3031

Legal description Lot 3 SP32032E

Valuations	Effective date	1 Jul 2025
NAV 13,000	Valued as at	1 Jan 2025
Site value 170,000	Interest rate	10%
CIV 260,000	Land use	Residential
AVPCC 120 -Single Unit/Villa Unit/Townhouse		

Details of account

(important, please read overleaf)

	Amount
Residential Rates @ 3.9057 cents in the \$ of NAV.	\$507.74
Rates Discount	-\$15.23
Waste Charge	\$140.00
ESVF @ \$136 plus 17.3 cents per \$1,000 of CIV.	\$180.98

ESVF - Emergency Services and Volunteers Fund (State Government Charge)

OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by **\$813.49**
15 February 2026

Late payments will attract interest (see over page)
***Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

Instalment 1 \$203.37
30 September 2025

If paying by instalments, you must pay the first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2026.

Instalment 2 \$203.37
30 November 2025

Instalment 3 \$203.37
28 February 2026

Instalment 4 \$203.38
31 May 2026

OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only. See overleaf for details.

SAVE PAPER AND GET YOUR RATES NOTICE BY EMAIL.
Visit melbourne.vic.gov.au/rates and have your rates notice with you.

Payment methods

Assessment no. 88213 4

Property Unit 3, Ground 7 Wight Street, KENSINGTON VIC 3031

B PAY Biller code: 79616
Ref: 10882134

BPAY* this payment via Internet or phone banking
Credit cards not accepted.

Direct debit Credit cards not accepted.
To apply visit melbourne.vic.gov.au/rates or call 03 9658 9658.

MasterCard or Visa
Credit card payments will attract an additional fee being the recovery of financial institution charges.

Please tick the amount you are paying in the box below.
 Option 1 **\$813.49**
 Option 2 **\$203.37**

Telephone 1300 130 453
Internet melbourne.vic.gov.au/rates

By mail
City of Melbourne
GPO Box 2158 Melbourne 3001
Council will not be responsible for late postal deliveries.

In person
Melbourne Town Hall
90-130 Swanston St, Melbourne 3000
8.30am - 5pm, Monday to Friday.
Visa, MasterCard or EFTPOS available.
Cash payments not accepted.

Post Billpay Credit cards not accepted.
Pay in store at Australia Post.



*3397 0891 0010882134 12

+10088213400000> +000891+ <0000000000> <0000081349> +444+

023799-029790-001-001-032536-92933



Get your bill delivered straight to your inbox

Go to gww.com.au to switch to e-bills.



720997-001 002195(8855) D023

Ms H C Glab
9 Myross Av
ASCOT VALE VIC 3032

*Paid \$239.85, 11:28AM, 29/11/25.
R: N712956706097.*

Account number

64307 11000

Tax Invoice 643917471846

Date of issue 06 Nov 2025

Service address

U 3/7 Wight St, Kensington
VIC, 3031

Amount to pay

\$239.85

Previous bill	\$221.96
Payments received	-\$221.96
Balance	\$0.00
Current charges	\$239.85
Total charges	\$239.85

Pay by

02 Dec 2025

Having trouble paying your bill?

Call us on **13 44 99** or visit gww.com.au/accounts-billing

Please see page 2 for detailed information

Drinking Water

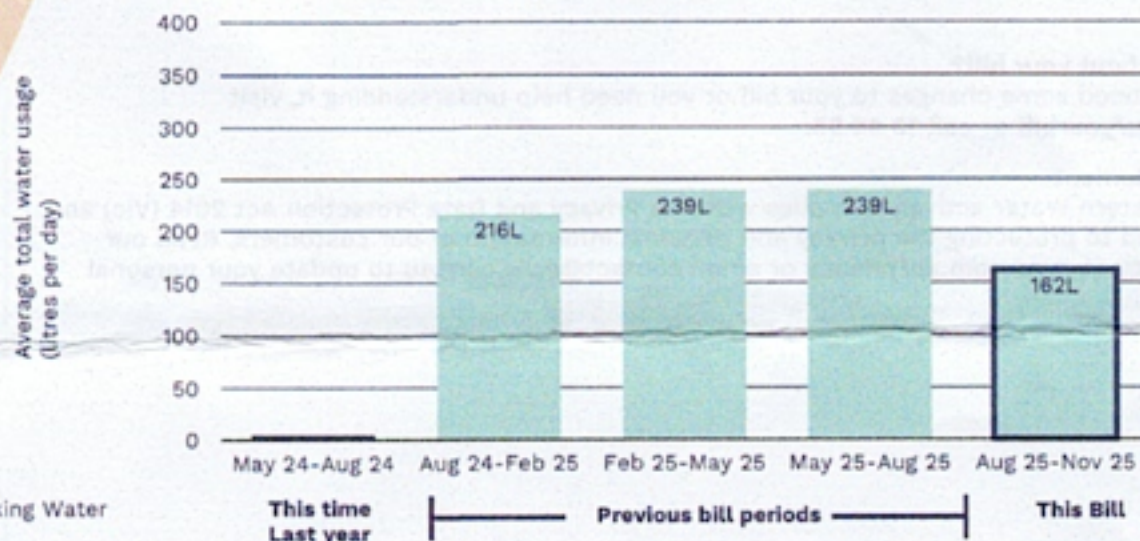
Average daily use

162L

Average daily spend

\$0.58

Your household water usage



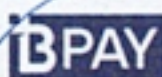
Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit at gww.com.au or call **13 44 99**



BPAY

Bill code: **8789**
Ref: **64307110001**
Go to bpay.com.au
© Registered to BPAY Pty Ltd
ABN 69 079 137 518



Credit card

Pay by credit card at gww.com.au or call **13 44 99**



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0643 0711 0003**

Pay at any post office, by phone **13 18 16**, at postbillpay.com.au, or via AusPost app

Centrepay

Make regular deductions from your Centrelink payments. Call **13 44 99** or visit centrelink.gov.au
Greater Western Water reference: **555-054-071-L**
Your account number: **64307 11000**



*362 064307110003



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 13/02/2026 09:05:10 PM

**OWNERS CORPORATION
PLAN NO. SP032032E**

The land in SP032032E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 13.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AL285347Y 12/08/2014

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	90	90
Lot 3	90	90
Lot 4	110	110
Lot 5	90	90
Lot 6	90	90



Department of Transport and Planning

Owners Corporation Search Report

Produced: 13/02/2026 09:05:10 PM

**OWNERS CORPORATION
PLAN NO. SP032032E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	90	90
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Total	720.00	720.00

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.

OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. SP 32032

Re: HELEN GLAB

Property: Lot 3, 7 WIGHT STREET KENSINGTON VIC 3031

This certificate is issued for Lot 3 known as Unit No. 3 on Strata Plan No 32032 the postal address of which is 3 /7 WIGHT STREET KENSINGTON VIC 3031

1. The current fees for the above lot are \$1953.20 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total \$972.20 per annum and are payable quarterly in advance.
2. The fees are paid up until 31/03/2026.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following: -
 - **ENGINEERING REPORT – An engineering report was prepared in 2021 which identified several areas of concern. Major works to the balustrades and stairs have been completed. Further works may be required in the future.**

ASBESTOS– there is asbestos present in the eaves of the building. Additional levies may be required to remove and replace.

6. The Owners Corporation has the following insurance cover:

Name of Company:	STRATA COMMUNITY INSURANCE (SCI)
No. of Policy:	VRSC21007656
Kind of Policy:	REINSTATEMENT
Buildings Amount:	\$2,640,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$26,400
Renewal Date:	1/11/2026

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of: -

<u>Fund Description</u>	<u>General Account</u>
Administration Fund	\$12,318.70
MAINTENANCE FUND	\$19,397.94
TOTAL	\$31,716.64

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following: -
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following: -
- None to our knowledge.
11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following: -
- None to our knowledge.
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following: -
- None to our knowledge.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following: -
- None to our knowledge.
14. The Owners Corporation has appointed a manager as follows: -
Name MBCM Strata Specialists ASCOT VALE
Address PO Box 155 Highpoint City 3032
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Strata Plan No 32032 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this Eleventh Day of February 2026



Ashleigh Taylor (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists ASCOT VALE
PO Box 155 Highpoint City 3032
info@ascotvale.mbcm.com.au

NOTE:

1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

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

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.
3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Bill Code: 96503
Bill Reference: 210182168 00033



OWNERS CORPORATION NO: 32032

PROPERTY ADDRESS: 7 WIGHT STREET KENSINGTON 3031

Interim Resolutions of the Annual General Meeting of
Owners Corporation No. 32032
Held via Zoom/Teleconference
On 4/08/2025 at 4:00PM

MANAGER IN ATTENDANCE:	Ashleigh Taylor of MBCM Ascot Vale was in attendance.
PRESENT/PROXIES:	<ul style="list-style-type: none"> • Lot 3 Helen Glab • Lot 6 Kylie Maree Neil & Clayton Jay Neil
APOLOGIES:	<ul style="list-style-type: none"> • Lot 1 Susanna Cornelius
ATTENDEES:	<ul style="list-style-type: none"> • NIL.
QUORUM:	A quorum was not achieved, therefore all decisions are “interim resolutions” in accordance with s78 of the Owners Corporations Act 2006. See the last page of these minutes for further details.
CHAIRPERSON:	IT WAS RESOLVED to elect Ashleigh Taylor as chairperson for the meeting.
MINUTES OF PREVIOUS ANNUAL GENERAL MEETING:	IT WAS RESOLVED that the Minutes of the Annual General Meeting held on 29/07/2024, as presented to the Meeting, be confirmed as a true and accurate account of proceedings at the meeting.
FINANCIAL STATEMENTS:	IT WAS RESOLVED to approve and adopt the Financial Reports prepared by MBCM Ascot Vale as a true record of the financial transactions of the Owners Corporation for the period ending 30/06/2025.
CONSIDERATION OF REPORTS:	<ol style="list-style-type: none"> Managers’ report: Tabled. Committee report: There was no Committee Report. Report on complaints and disputes: There were NIL complaints / disputes during the year.
COMMITTEE OF MANAGEMENT:	IT WAS RESOLVED pursuant Section 98 of the Owners Corporations Act 2006 to appoint Helen Glab of Lot 3 as Chairperson of the Owners Corporation.
DELEGATION TO CHAIRPERSON OF THE OWNERS CORPORATION:	IT WAS RESOLVED pursuant to Section 11 of the Owners Corporations Act 2006 to delegate to the Chairperson of the Owners Corporation all of the powers and functions requiring an ordinary resolution other than those under section 119 and those reserved by the operation of the Owners Corporations Act 2006, the <i>Owners Corporations Regulations 2007</i> , the rules of the Owners Corporation, a resolution of the Owners Corporation

pursuant to Section 82 of the Owners Corporations Act 2006 or powers and functions which have been delegated to a member or the Manager.

DELEGATION OF SECRETARY:

IT WAS RESOLVED that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions of the secretary to the Manager during the financial period.

DELEGATION TO MANAGER:

IT WAS RESOLVED that pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

COMMON SEAL:

IT WAS RESOLVED pursuant to Section 18A of the Owners Corporations Act 2006 to authorise the affixing of the common seal of the Owners Corporation to leases, licenses, assignments or transfer of leases or licences, contracts and agreements required to be executed under the common seal of the Owners Corporation if approved by the Committee, but can resolve by ordinary resolution, that the common seal is no longer required and can be destroyed.

APPOINTMENT OF OWNERS CORPORATION MANAGER:

IT WAS RESOLVED that the Owners Corporation appoint The Common Property Group Pty Ltd, trading as MBCM Strata Specialists – Ascot Vale to be the Manager of the Owners Corporation in accordance with Section 119 of the Owners Corporations Act 2006 using the Contract of Appointment.

ESSENTIAL SAFETY MEASURES:

The Manager advises that the Owners Corporation may have an obligation to comply with the Essential Safety Measures obligations of the Building Act 1993 and the Building Regulations 2006. The Manager further advised that MBCM Ascot Vale is not a Building Consultant, Building Surveyor or an Engineer and cannot assess the obligations for reporting under the legislation. The Manager advises the meeting that the Owners Corporation should engage a Building Consultant to undertake an audit of the property to Determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation.

*The Current ESM Contractor is **AESG**.*

*Your last Annual Essential Safety Measures Report was issued on: **December 2024**.*

IT WAS RESOLVED to continue with the current ESM contractor until the next Annual General Meeting.

ASBESTOS:

The Manager advises members:

- *The prohibition on using asbestos in construction only came into force from 2004 and it is possible that buildings constructed prior to 2004 may contain asbestos;*
- *All buildings which are identified as containing asbestos must have a register of Asbestos Containing Materials and an Asbestos Management Plan;*

- *The Owners Corporation is under an obligation to ensure a safe workplace which includes compliance with asbestos management.*
- *Asbestos related diseases may be contracted by minimal exposure and may not become apparent for an extended period after exposure;*
- *It is not possible to insure against the risk of asbestos.*

In order to comply with its obligations under legislation, the Owners Corporation should have an asbestos survey carried out and if asbestos is found, have a register of Asbestos Containing Materials and an Asbestos Management Plan prepared to ensure that it will comply with Health & Safety legislation.

IT WAS RESOLVED to carry out an Asbestos Audit at this time.

OH&S:

The Manager reminded members that compliance with the Occupational Health & Safety regulations is an ongoing obligation.

Against the Managers recommendation **IT WAS RESOLVED** for the Owners Corporation not to obtain an OH&S report on the common property.

The Manager advised members should regularly monitor the property and advise the Manager of any new risks that may arise. It is not the Managers responsibility to monitor common property for OH&S risks.

MAINTENANCE:

LOCKS ON GATE – IT WAS RESOLVED for the chairperson to progress this matter once the quote has been received.

CONTRACTORS:

The Manager advised to all members present that:

- If the Owners Corporation chooses to arrange their own contractors to undertake any maintenance, repairs or replacement to common property, then it's the responsibility of the Owners Corporation to provide MBCM with the contractor's details and documentation including ABN, Public Liability Insurances and Licenses.
- the Owners Corporation should only engage contractors who have Public Liability insurance and where required, necessary licensing and qualifications.
- if a contractor engaged by the Owners Corporation, by act or omission, gives rise to a claim against the contractor and the contractor does not have the necessary insurance, an injured party may seek damages from the Owners Corporation.
- MBCM has a system which records details of contractor's insurance and licensing.
- when seeking quotations on behalf of Owners Corporations or issuing work orders, MBCM will only deal with those contractors who have provided Public Liability insurance and where required, necessary licensing, unless specifically directed by the Owners Corporation.

INSURANCE: **IT WAS RESOLVED** that pursuant to Part 3 Division 6 of the Owners Corporations Act 2006, the Manager continues the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company.

Insurer:	STRATA COMMUNITY INSURANCE (SCI)
Renewal Date:	1/11/2025
Building:	\$2,640,000.00
Common Contents:	\$26,400.00
Public Liability:	\$20,000,000.00
Office Bearers Liability:	\$1,000,000.00
Excess:	\$1,500.00 All Claims
Additional Excess:	\$1000- Legal

Members were reminded that Owners Corporation insurance **does not** cover contents, owners' chattels, including carpets and floating floors, inside the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

IT WAS RESOLVED for the Manager to obtain comparative quotations for insurance cover prior to the renewal date and submit them to the Chairperson for its decision. **IT WAS FURTHER RESOLVED** that if MBCM do not receive a response from the chairperson, insurance will be renewed with the recommendation from the Broker.

EXCESS PAYABLE BY PARTY CAUSING LOSS: **IT WAS RESOLVED** that if an excess is applied to any claim made on an insurance policy held by the Owners Corporation the excess will be payable by the party causing the damage and for the avoidance of doubt the following will apply:

- where damage is caused by an event or action on common property and rectification to common property and/or a lot or lots is required because of that action the Owners Corporation will meet the excess; or
- where damage is caused by an event or action from within a lot and rectification is required to common property and/or a lot or lots the Owners Corporation will apply the benefit principle pursuant as set out Section 24 of the Owners Corporations Act 2006 and require that the lot causing the damage meets that amount and that Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to commencement.

VALUATION: Your property was last valued for insurance purposes on: 3/08/2023.

The Manager recommended that the Owners Corporation obtain a valuation of the Buildings and Improvements for Insurance from an independent Valuer.

IT WAS RESOLVED that, as required by Part 3 Division 6 of the Owners Corporations Act 2006, the Manager Continues the cover on the property

with the present Insurance Company and on renewal increase the cover as recommended by the Insurance Company.

**FEES TO COVER
GENERAL
ADMINISTRATION &
MAINTENANCE:**

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$14,063.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 01/07/2025 to 30/06/2026. This Fund is to remain in force until the next Annual General Meeting.

**FEES TO COVER
CAPITAL
IMPROVEMENT FUND:**

IT WAS RESOLVED that pursuant to Section 23 of the Owners Corporations Act 2006, an amount of \$7,000.00 including GST, if applicable, be raised for the purpose of anticipated future capital improvement for the current financial year of the Owners Corporation being 01/07/2025 to 30/06/2026. This Fund is to remain in force until the next Annual General Meeting.

FEES:

The fees per unit for the **QUARTER** commencing **1ST JANUARY, APRIL, JULY and OCTOBER**

IT WAS RESOLVED that pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue fee notices in the approved form and the Date of Notice will be the production date of the notice.

**LATE PAYMENT OF
ADMINISTRATION
FUND AND LEVIES:**

IT WAS RESOLVED that Maintenance charges and levies are payable within 28 days of the date of notice.

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to Section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983.

IT WAS RESOLVED FURTHER to authorise MBCM to send a debt recovery letter and engage a lawyer or debt collector (on behalf of the Owners Corporation) to send a letter of demand and commence proceedings for recovery of fees at its discretion to each and every Lot Owner who has failed to pay their Owners Corporation fees, levies and/or charges in accordance with the Final Fee Notice.

IT WAS RESOLVED to recover outstanding Owners Corporation fees, interest, and charges by action in a court of competent jurisdiction, including but not limited to Magistrates' Court and VCAT. All costs incurred by the Owner Corporation from any default or breach by a Lot Owner will be charged to the Lot Owner in breach.

**ARREARS AS AT THE
DATE OF THE
MEETING:**

The Manager advises the Meeting that there were two (2) Owners in arrears as at the date of the Meeting.

GENERAL BUSINESS:

NIL.

STANDING MINUTE:

NIL.

NEXT ANNUAL GENERAL MEETING: **IT WAS RESOLVED** that the next Annual General Meeting will be held on a date and time to be mutually agreed upon between the OC Manager and the Chairperson.

CLOSE: There being no further business the meeting was declared closed at 4:21pm.

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the General Meeting did not have a quorum, section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at the meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive to draw attention to section 78(4).

- 1) *Subject to subsection (4), if there is not a quorum, the General Meeting may proceed but all Resolutions are Interim Resolutions.*
- 2) *Notice of all interim resolutions and the Minutes if the Meeting at which the Interim Resolution is made must be forwarded to all Lot Owners within 14 days of the Meeting.*
- 3) *The Minutes must be accompanied by a Notice setting out the effect of subsection (4).*
- 4) *Interim Resolutions become Resolutions of the Owners Corporation -*
 - a) *Subject to paragraphs (b) and (c), 29 days from the date of the Interim Resolution; or*
 - b) *If Notice of a Special General Meeting is given within that 29-day period and the Meeting is held within 28 days after the Notice is given, only if confirmed at the Meeting; or*
 - c) *If the Notice of a Special General Meeting is given within that 29-day period and the Meeting is not held within 28 days after the Notice is given at the end of that 28-day period.*

Note

The effect of subsection (4) is that an Interim Resolution cannot be acted on for 29 days after it is made but if Notice of Special General Meeting is given within that 29 day period, the Interim Resolution cannot be acted on until the Resolution is confirmed at that Meeting (which must be held within 28 days after the Notice is given) or if the Meeting is not held, until the end of that 28 day period.



STRATA COMMUNITY INSURANCE

 stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au

A PO Box 13132, Law Courts, VIC 8010

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC21007656
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. RP 32032E 7 Wight Street, Kensington, VIC, 3031
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/11/2025 Expiry Date: 4:00pm on 01/11/2026
INTERMEDIARY ADDRESS	Honan Insurance Group Pty Ltd GPO Box 4747, Melbourne, VIC, 3001
DATE OF ISSUE	17/10/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,640,000
		Common Area Contents	\$26,400
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$396,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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 1.5
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.

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

- (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.

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

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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

(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(5)
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.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

- (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.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

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

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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

- (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**.

Owners Corporations Regulations 2018
S.R. No. 154/2018

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

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

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

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.

Moloney Family Trust ATF The Common Property Group Pty Ltd
trading as MBCM Strata Specialists Ascot Vale

ABN: 28 394 755 686

PO Box 155, Highpoint City VIC 3032

Phone: 03 9317 8265 Email: info@ascotvale.mbcm.com.au



ASCOT VALE

OWNERS CORPORATION FEE NOTICE

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

Date of Notice: 01/12/2025

INVOICE: No. 32032130112251

TO The Lot Owner/s:

HELEN GLAB
9 MYROSS AVE
ASCOT VALE VIC 3032

FROM:

Plan No: SP32032 OC 1
ABN: 99 930 635 654
Lot No: 3
3 / 7 WIGHT STREET
KENSINGTON VIC 3031

The following Fees/Charges are due. (All amounts listed include GST unless otherwise specified).
Payment is due within 28 days of the date of this Notice or by the due date specified below.

Date Due	Description of Fees/Charges/Interest/Arrears	Amount	Arrears	GST	Credit	Total Due
01/01/2026	OC Admin Fees (01/01/2026 - 31/03/2026)	\$488.30	\$0.00	\$0.00	\$0.00	\$488.30
01/01/2026	Maintenance Fund Contributions (01/01/2026 - 31/03/2026)	\$243.05	\$0.00	\$0.00	\$0.00	\$243.05
Total Due:						\$731.35

Interest will be charged on any overdue fees/charges at an annual rate of 0.0%.

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

Payment Details - Payment Methods (How and where to pay), see below and over page



Please turn over for further payment methods and instructions.



Bill Code: 96503
Bill Reference: 210182168 00033

DEFT Reference Number
210182168 00033

Pay by credit card at www.deft.com.au.

AMOUNT DUE \$ 731.35



*496 210182168 0000000033 000731350

PLEASE NOTE: AUSTRALIA POST NO LONGER ACCEPT CASH PAYMENTS IN STORE ONLY ACCEPT EFTPOS OR CHEQUE*
*Please verify with your nearest Post Office if cheque payments are accepted.

Owners Corporation Fee Notice

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

Important information on fees and charges (This section forms 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 front 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](http://www.ndh.org.au/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](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (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 (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 the Dispute Settlement Centre of Victoria (DSCV)
- 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 DSCV or VCAT (see below).

Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the [DSCV website](http://disputes.vic.gov.au) (disputes.vic.gov.au).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://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.



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Payments by credit card may attract a surcharge.

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Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of this invoice.



Please present page intact at any post office. Pay in-store at Australia Post by EFTPOS or cheque*

*Please verify with your nearest Post Office if cheque payments are accepted.

* If you wish to setup a direct debit request, registration is required for payments from cheque or savings accounts. Please complete a registration form available at www.deft.com.au. Registration is NOT required for credit card payments.

PROPERTY REPORT

Created at 13 February 2026 08:54 PM

PROPERTY DETAILS

Address: **3/7 WIGHT STREET KENSINGTON 3031**

Lot and Plan Number: **Lot 3 SP32032**

Standard Parcel Identifier (SPI): **3\SP32032**

Local Government Area (Council): **MELBOURNE**

Council Property Number: **616068**

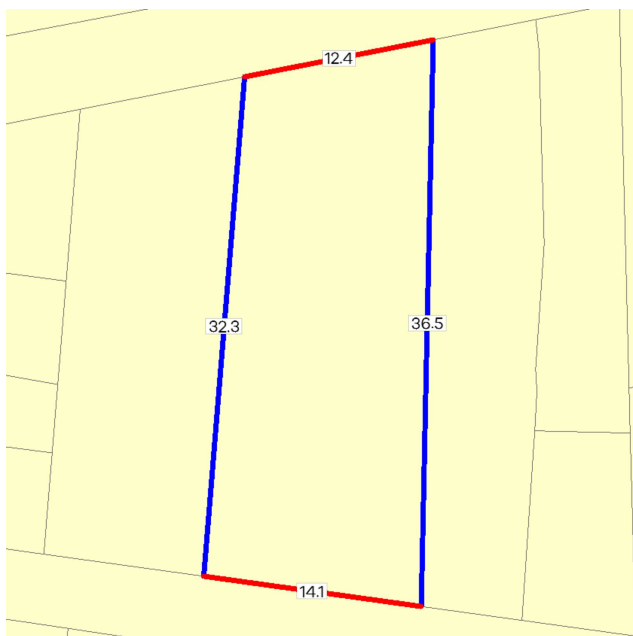
Directory Reference: **Melway 2T K4**

www.melbourne.vic.gov.au

Note: There are 13 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 448 sq. m

Perimeter: 95 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.

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](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#).

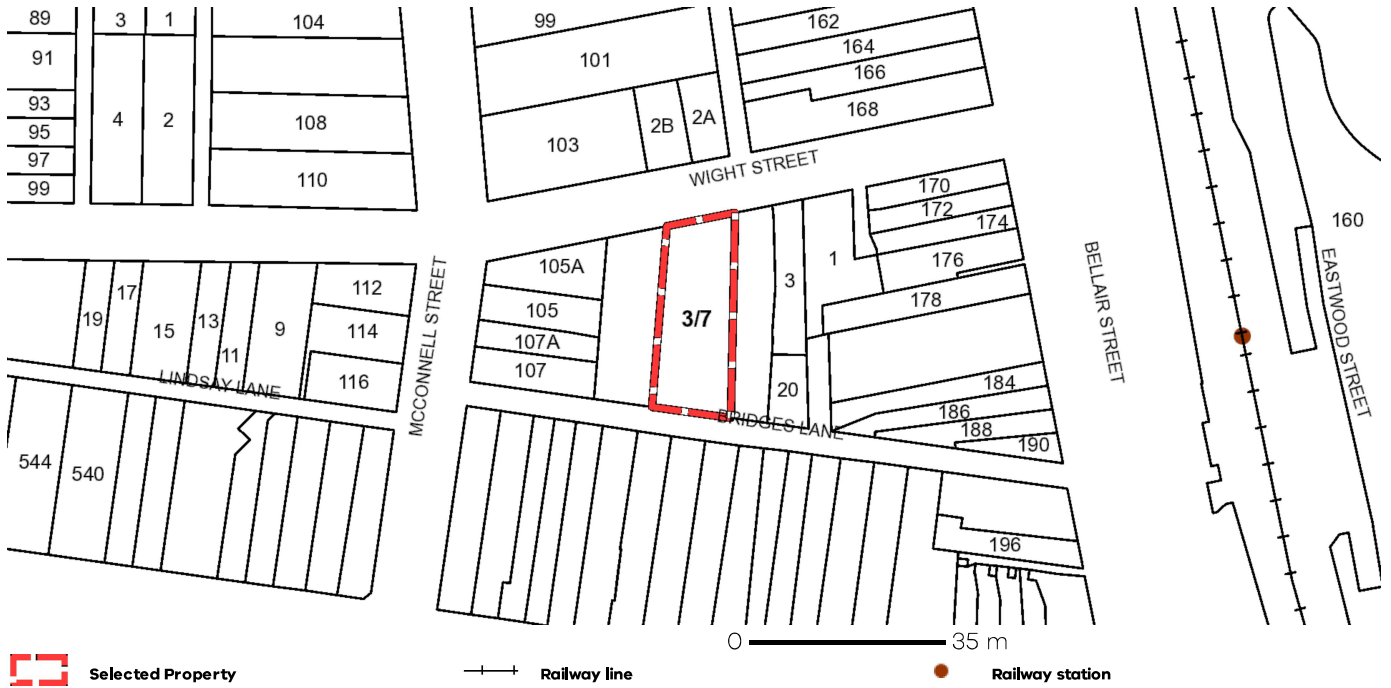
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map



Selected Property

Railway line

Railway station

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 February 2026 08:55 PM

PROPERTY DETAILS

Address: **3/7 WIGHT STREET KENSINGTON 3031**
 Lot and Plan Number: **Lot 3 SP32032**
 Standard Parcel Identifier (SPI): **3\SP32032**
 Local Government Area (Council): **MELBOURNE**
 Council Property Number: **616068**
 Planning Scheme: **Melbourne**
 Directory Reference: **Melway 2T K4**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **MELBOURNE**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



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

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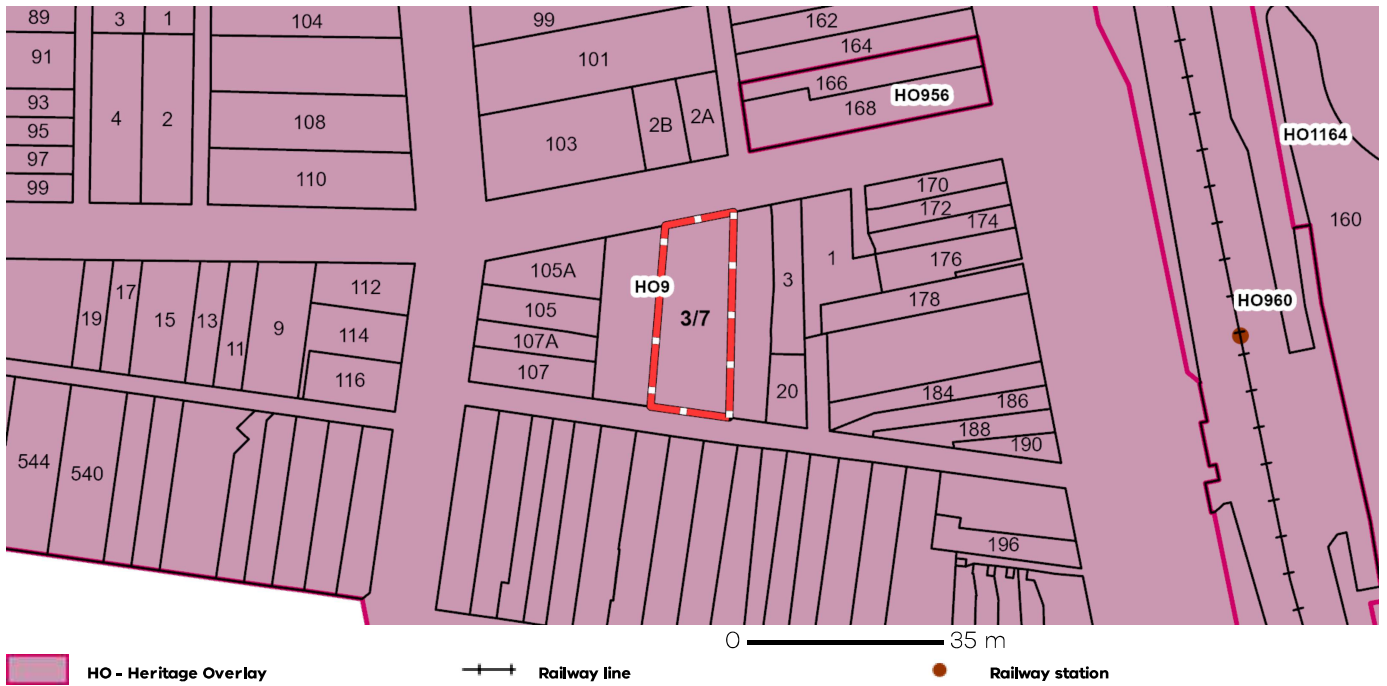
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

[HERITAGE OVERLAY \(HO\)](#)

[HERITAGE OVERLAY - SCHEDULE \(HO9\)](#)



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

Further Planning Information

Planning scheme data last updated on 13 February 2026.

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.vic.gov.au/vicplan/>

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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