# Contract of Sale of Real Estate

Vendor:

**ROBERT BOWEN PHILLIPS**

Property:

**UNIT 4/92-94 MAIN STREET, BLACKBURN, VICTORIA 3130**

MAHONS
with Yuncken & Yuncken
LAWYERS

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# Contract of Sale of Land

**Property:**

**Unit 4/92-94 Main Street**
**Blackburn, Victoria 3130**

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AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA
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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

### Approval

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

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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

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

..... on ...../…..……/20…….

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

.....

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../…..……/20…….

**Print name(s) of person(s) signing:** ROBERT BOWEN PHILLIPS.....

.....

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

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

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# Particulars of sale

**Vendor's estate agent**

Name: OBrien Real Estate

Address: 98 South Parade, BLACKBURN, VIC 3130

Email: Anthony.Molimaro@obre.com.au

Tel: 03 98942044 ..... Mob: ..... Fax: ..... Ref: Anthony Molinaro .....

**Vendor**

Name: Robert Bowen Phillips

Address:

ABN/ACN:

Email: .....

**Vendor's legal practitioner or conveyancer**

Name: Mahons with Yuncken & Yuncken

Address: Level 1, 177 Surrey Road, BLACKBURN, VIC 3130

Email: info@mahons.com.au; sabina@mahons.com.au

Tel: 8877 6888 ..... Mob: ..... Fax: 8877 6899 ..... Ref: 2260647 .....

**Purchaser's estate agent**

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

**Purchaser**

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

**Purchaser's legal practitioner or conveyancer**

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX:..... Ref: .....

**Land** (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | | being lot | on plan of strata subdivision |
|---|---|---|---|
| Volume 08834 | Folio 463 | 4 | RP001952 |

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

The land includes all improvements and fixtures.


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**Property address**

The address of the land is: Unit 4/92-94 Main Street, Blackburn, Victoria 3130

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

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

**Payment**

Price $ .....

Deposit $ ..... by ..... ..... / ..... / 20 (of which $ ..... has been paid)

Balance $ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

**Settlement** (general conditions 17 & 26.2)

**is due on** ..... / ..... /20.....

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: ..... / ..... /20.....



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**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special conditions

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

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

**See attached.**


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# General conditions

## Contract signing

**1. ELECTRONIC SIGNATURE**

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

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

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

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

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

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

**2. LIABILITY OF SIGNATORY**

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

**3. GUARANTEE**

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

**4. NOMINEE**

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

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# Title

**5. ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

**6 VENDOR WARRANTIES**

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

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.


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6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

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

## 11. RELEASE OF SECURITY INTEREST

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

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

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

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.


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

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

(a) that—

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

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.


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13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

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# Money

**14. DEPOSIT**

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and


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(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.


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16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no


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vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

## 21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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


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

## 22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

## 23. ADJUSTMENTS

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

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

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

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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


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24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

**25. GST WITHHOLDING**

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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


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

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

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

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

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

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# Transactional

**26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

**27. SERVICE**

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

**28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.


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28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

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

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

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

**32. BREACH**

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

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# Default

**33. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is

payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

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

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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


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# Special Conditions

## 1. AUCTION

If the Land is to be sold by Auction, the Land is to be sold subject to the vendor's reserve price and the rules for the conduct of the auction shall be as set out in Schedule 1 of the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

## 2. RESTRICTIONS AND PLANNING SCHEMES

The Land is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the *Planning and Environment Act* 1987 (Vic), and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser (unless permitted by law) shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

## 3. NO REPRESENTATIONS

3.1 The purchaser acknowledges and declares that he has purchased the Land as a result of his own inspections and inquiries of the Land and all buildings and structures thereon.

3.2 The purchaser confirms that he has had the opportunity to obtain legal advice in respect of this contract and he agrees that he has relied solely on his own searches, enquiries and due diligence in entering into this contract and has not relied upon any:

(a) representation or warranty of any nature including any marketing materials, displays or concept plans used or provided in marketing material before the Day of Sale; or

(b) representation or warranty as to the fitness of the Land and all building and structures thereon to be used for any particular purpose or otherwise,

made by or on behalf of the vendor or his consultants or any agents (including the Vendor's Estate Agent) or servants.

3.3 To the maximum extent permitted by law, the purchaser expressly releases the vendor and/or the servants or agents of the vendor from any claims demands in respect of such representation or warranty set out in this Special Condition 3.

## 4. BUILDINGS, IMPROVEMENTS AND GOODS

4.1 The purchaser acknowledges that the Land and the Goods Sold with the Land ("**Goods**") were inspected prior to or on the Day of Sale and the purchaser agrees to accept delivery of the Land and the Goods in their present condition and state of repair and with any defects otherwise existing at the Day of Sale.

4.2 The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements to the Land or to any buildings or structures (including any fencing) on the Land or the Goods.

4.3 It is further agreed that the purchaser shall not be entitled to make any objection to, or claim any compensation for damages in respect of the state of repair and/or condition of any building or other structures (including any fencing) on the Land or any Goods.

4.4 The purchaser acknowledges that any improvements on the Land may be subject to or require compliance with the *Building Act 1993* (Vic), the *Building Regulations 2018* (Vic), the *Local Government Act 1989* (Vic), municipal by-laws, relevant statutes or any other regulation and any non-compliance


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thereof shall not be deemed to constitute a defect in the vendor's title and, to the maximum extent permitted by law, the purchaser agrees that he shall not:

(a) claim or seek to claim any compensation or damages whatsoever from the vendor;

(b) require the vendor to comply with any one of those laws, regulations, by-laws or relevant statutes;

(c) require to be carried out any final inspections or obtain a Certificate of Occupancy or other similar document;

(d) require the vendor to fence any pool or spa;

(e) require the vendor to install any smoke detectors; or

(f) require the vendor to provide any copy of any guarantee or insurance policy under any building regulation.

4.5 The vendor gives no warranties as to any alterations and/or additions to the structures or buildings on the Land prior to the vendor becoming the registered proprietor thereof and the purchaser indemnifies the vendor from any claim made in respect of any such alterations and/or additions existing at the time the vendor became the registered proprietor of the Land.

## 5. SOLAR PANELS AND SWIMMING POOLS

### Solar Panels

5.1 If there are solar panels installed on the Land, the vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the Land (including on any structure on the Land) hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way.

5.2 The purchaser acknowledges that any current arrangements between the vendor and any energy supplier shall cease on settlement.

### Swimming pools and spas

5.3 The purchaser warrants and acknowledges that the purchaser is aware of the requirements of the *Building Regulations 2018* (Vic) in relation to the safety of existing swimming pools.

5.4 If a swimming pool or spa exists on the Land hereby sold, then the purchaser acknowledges that such swimming pool or spa may not comply with the *Building Regulations 2018* (Vic) and the purchaser further acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the *Building Regulations 2018* (Vic) insofar as they apply to the relevant swimming pool or spa and except as permitted by law, no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.

## 6. SERVICES

6.1 The purchaser acknowledges that consumable services including gas, water, sewerage, telephone, electricity and internet ("**Services**") are 'connected' where such services are provided by a service provider and are connected to the Land and are operating on the Day of Sale.

6.2 The vendor may terminate any Services with a service provider prior to settlement. In such circumstances the purchaser is responsible for reconnecting any disconnected Services.

6.3 Any fee for connection or reconnection of supply for the Services or the installation of meters for the Services shall be payable by the purchaser. The purchaser should inquire with the appropriate authorities as to the availability (and cost) of providing any Services not connected to the Land.

## 7. FOREIGN INVESTMENTS REVIEW BOARD (FIRB) APPROVAL

7.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent of the Foreign Investments Review Board ("**FIRB**") to enter into this contract.

7.2 If there is a breach of the warranty contained in Special Condition 7.1 by the purchaser (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.

7.3 Any warranty or indemnity provided by the purchaser in this Special Condition 7 does not merge on settlement of this contract.

## 8. FRACTIONAL INTEREST

8.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records at the day of sale the proportions in which the purchasers are purchasing the property ("**Proportions**").

8.2 If the Proportions recorded in the transfer of land document differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

8.3 The purchasers fully indemnify the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer of land document differing from those in this contract.

8.4 This Special Condition 8 will not merge on settlement.

## 9. NO MERGER

The conditions of this contract do not merge on settlement. Each condition will continue in force for as long as necessary to give effect to it.

## 10. COUNTERPARTS

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

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

10.3 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

## 11. VARIATIONS TO GENERAL CONDITIONS

11.1 Without limiting the specific provisions of any other Special Condition in this contract, the General Conditions are amended as follows:

(a) General Condition 3 is replaced with the following:

"***3. GUARANTEE***

*If the purchaser under this contract is or includes a corporation, the purchaser shall within 7 days of the day of sale procure the execution of the guarantee (in the form annexed hereto) by each of the directors of such corporation. The failure by any person required under this General Condition 3 to execute a guarantee within the time*


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*stipulated in this General Condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."*

(b) General Condition 4 is replaced with the following:

***"4. NOMINEE***

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

*4.2 If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor's Legal Practitioner:*

*(a) a Nomination Form executed by the nominee and the purchaser;*

*(b) if the nominee is a corporation to which general condition 3 applies, a guarantee and indemnity signed by each director of the nominee (in the form annexed to this contract but including changes necessary by reason of the nomination) which shall include:*

*(i) the following substituted as paragraph A of the Recitals: "At the request of the Guarantor, the purchaser ……..(Purchaser) has nominated……..(Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated…….. for the sale of the property situate at……as described in the Contract";*

*(ii) the following substituted as paragraph B of the Recitals: "The vendor ……...(Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor";*

*(iii) the reference to "Purchaser" within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the "Nominee Purchaser".*

*(c) a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the Foreign Acquisitions and Takeovers Act 1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property."*

(c) General Condition 28.3 is replaced with the following:

"*28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendors to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."*

(d) General Conditions 12, 31.4 to 31.6 (inclusive) are deleted and do not apply to this contract.

(e) General Condition 32 is replaced with the following:

***"32. BREACH***

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


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*(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.*

*32.2 The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss" for the purposes of General Condition 32.1(a):*

*(a) expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*

*(b) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at $990.00 inclusive of GST for each notice;*

*(c) any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor's estate agent or any other person relating to the sale of the property;*

*(d) any fee incurred by the vendor in rebooking settlement;*

*(e) all costs associated with obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance; and*

*(f) penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*

*(g) penalties and other expenses payable by the vendor or due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*

*32.3 The exercise of the vendor's rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise."*

(f) In circumstances where the deposit payable under this Contract is more than 10% of the Price, then the parties agree that General Condition 35.4(a) is amended to read as follows:

*"(a) the deposit payable under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, whether the deposit is paid or not; and".*

(g) General Condition 35 is amended by:

(i) deleting General Condition 35.3(c); and

(ii) including a new General Condition 35.6 as follows:

"*35.6 Unless the price includes any GST, the reference to "the price" in this general condition 35 refers to the price plus any GST payable on the price*."

## 12. LAND TAX AND WINDFALL GAINS TAX

12.1 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.


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12.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.


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# Deed of Guarantee & Indemnity

Date:.....

## Parties:

Name: ..... ..... ..... .....

Address: ..... ..... ..... .....

Name: ..... ..... ..... .....

Address:..... ..... ..... .....

(Guarantor)

## Recitals:

A. The Guarantor has agreed to give the guarantee and to grant the undertakings contained in this Deed in favour of Robert Bowen Phillips (Vendor) in relation to the obligations of

……(Purchaser) under the Contract of Sale (Contract) for the sale of the property as described in the Contract.

B. The Guarantor agrees that the Guarantor has received consideration for entering into this Deed including, among other things, the mutual promises contained in this Deed.

## Operative Provisions:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in the Contract.
2. If the obligation of the Purchaser is to pay money, the Vendor may if the Purchaser has not paid the money when due immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
3. Indemnity
   (a) The Guarantor indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:
      (i) a failure by the Purchaser to pay any money to the Vendor under this Contract; or
      (ii) the Vendor having no legal right to recover any money from the Purchaser under this Contract; or
      (iii) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.
   (b) The indemnity in this clause:
      (i) is in addition to and separate from the guarantee in the preceding Special Condition; and
      (ii) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.
   (c) The Guarantor must pay the Vendor the amount owing under the indemnity in this clause on demand by the Vendor.


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4. This Deed is a continuing security, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.

5. The Guarantor's liability under this Deed is not affected by:

   (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;

   (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;

   (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;

   (d) a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser;

   (e) the termination of this Contract;

   (f) the fact that this Contract is wholly or partially void, voidable or unenforceable;

   (g) the non-execution of this Contract by the Vendor or one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;

   (h) the exercise or purported exercise by the Vendor of its rights under this Contract;

   (i) a problem that means:

      (i) the Vendor has no legal right to recover any money from the Purchaser;

      (ii) the Purchaser does not owe any money that otherwise would be payable under this Contract;

      (iii) the Vendor knew of the problem, or should have known; or

      (iv) the Purchaser could never have been required to pay the Vendor the amount or amounts payable pursuant to this Contract; or

   (j) the nomination by the Purchaser of a nominee or substitute purchaser under this Contract.

6. The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

7. If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor indemnifies the Vendor against all resulting loss.

8. Until the Vendor has received all money payable to it by the Purchaser:

   (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and

   (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

9. Until the Guarantor's liability under this Deed is discharged the Guarantor may not, without the consent of the Vendor:

   (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;

   (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or

   (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Deed.

10. Costs and expenses

   (a) Reimbursement on demand

      The Guarantor agrees to pay or reimburse the Vendor on demand for:


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(i) its costs, charges and expenses of making, enforcing and doing anything in connection with this Deed, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and

(ii) all taxes (except income tax) which are payable in connection with this Contract or any payment, receipt or other transaction contemplated by it.

(b) Application of money

Money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses under this special condition and then against other obligations under this Contract.

11. If the Vendor assigns its rights under this Contract, the benefit of the guarantee extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

**SIGNED SEALED AND DELIVERED** by the said

..... X.....
*Print name of guarantor* *Signature of guarantor*

in the presence of:

X
.....
*Signature of witness*

.....
*Print name of witness*

**SIGNED SEALED AND DELIVERED** by the said

..... X.....
*Print name of guarantor* *Signature of guarantor*

in the presence of:

X.....
*Signature of witness*

.....
*Print name of witness*



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# Vendor/supplier GST withholding notice

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

**To:**

Purchaser/recipient

**Property address:** Unit 4/92-94 Main Street, Blackburn, Victoria 3130

**Lot no:** 4 **Plan:** RP001952

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

**From:** Vendor/supplier: Robert Bowen Phillips


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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Section 32
# Vendors Statement

Vendor:

**ROBERT BOWEN PHILLIPS**

Property:

**UNIT 4/92-94 MAIN STREET, BLACKBURN, VICTORIA 3130**

MAHONS
with Yuncken & Yuncken
LAWYERS


**BLACKBURN**
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**A J Mahon & Associates Pty Ltd. ABN 67 052 145 409 Liability limited by a scheme approved under Professional Standards Legislation**

# 1 FINANCIAL MATTERS

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

**Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are as follows:-**

As per attached certificates.

Provider(s): Whitehorse City Council, Yarra Valley Water, Owners Corporation, State Revenue Office

**Note:**

(a) Current Certificates are attached.

The interim arrangements concerning the payment of rates and other outgoings are set out in the Contract of Sale and the purchaser will be liable for adjustment of outgoings at settlement calculated in the manner set out in the Contract of Sale.

(b) The above estimate:

(i) excludes water by consumption and consumption charges for other utilities;

(ii) assumes that a principal place of residence exemption will apply for land tax purposes (refer to (c) below); and

(iii) is based on current rates and land tax rates and on current estimates of unimproved value and net annual value, which are subject to change.

(c) The purchaser may be liable for land tax after settlement and the extent of that liability will depend on whether exemptions apply and whether the purchaser is an absentee owner or owns other land in Victoria.

**Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-**

(a) Owners Corporation fees and special levies (if applicable).

(b) Water usage and Sewerage disposal charges levied on a daily basis by the water authority.

(c) Land tax if the property is not exempt as a principal place of residence.

(d) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.

(e) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if not connected at the Day of Sale).

## 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 the best of the Vendor's knowledge there are no Charges over the land save for any Charges which are disclosed in the attached certificates or the Register Search Statement.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

### 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)

The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

## 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. The Purchaser is directed to general condition 6.6 of the Contract regarding warranties.**

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

(a) As detailed or referred to in the attached copy title documents and certificates.

(b) There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes and other services laid outside any registered easements, and which are not registered or required to be registered against the Certificate of Title.

(c) The property may be subject to unregistered easements in relation to pipes, connections, or structures of service supply authorities or others which may not have been disclosed to the vendor, and which may not be apparent from inspection of the property.

(d) Any agreement registered on Title or to be registered under section 173 of the *Planning and Environment Act 1987* (Vic).

**Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-**

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.

### 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" ☐

*The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2018 through application of the Building Code of Australia.*

### 3.4 Planning Scheme

See attached Planning Certificate with the required specified information.

*The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before committing yourself to buy.*

## 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:**

To the best of the Vendor's knowledge there is no Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land, save for any matters which are disclosed in the attached certificates and copy title documentation.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

### 4.2 Agricultural Chemicals

**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:**

To the best of the Vendor's knowledge 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, save for any matters which are disclosed in the attached certificates and copy title documentation.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

### 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:**

To the best of the Vendor's knowledge there is no Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986, save for any notices which are disclosed in the attached certificates and copy title documentation.

## 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

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

## 6. OWNERS CORPORATION

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

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

### 7.1 Work-in-Kind Agreement

**This section 7.1 only applies if the land is subject to a work-in-kind agreement.**

(a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐

(b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐

(c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

### 7.2 GAIC Recording

**This section 7.2 only applies if there is a GAIC recording.**

**Any of the following certificates or notices must be attached if there is a GAIC recording.**

**The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:**

(a) Any certificate of release from liability to pay a GAIC ☐

(b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐

| | | |
|---|---|---|
| (c) | Any certificate of exemption from liability to pay a GAIC | ☐ |
| (d) | Any certificate of staged payment approval | ☐ |
| (e) | Any certificate of no GAIC liability | ☐ |
| (f) | Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability | ☐ |
| (g) | A GAIC certificate issued under Part 9B of the *Planning and Environment Act* 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above | ☐ |

## 8. SERVICES

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

*Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.*

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not applicable.

### 10.2 Staged Subdivision

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

**(a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage:**

Not applicable.

**(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:**

Not applicable.

**(c) The proposals relating to subsequent stages that are known to the vendor are as follows:**

Not applicable.

**(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are**:

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.)

See Due Diligence Checklist attached to Contract of Sale.

## 13. ATTACHMENTS

All certificates, reports and information as attached to this Section 32 Statement.

## Important Notice – Additional Disclosure Requirements

**Undischarged mortgages – S32A(a)**
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*

**Terms contracts – S32A(d)**
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*

**Date of this Statement** ____ / ____ / ____

**Name of the Vendor**

Robert Bowen Phillips

**Signature/s of the Vendor**

x

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

**Date of this acknowledgment** ____ / ____ / ____

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

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

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

VOLUME 08834 FOLIO 463 Security no : 124134000183F
Produced 22/04/2026 12:22 PM

## LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 001952.
PARENT TITLES :
Volume 03966 Folio 104 Volume 04327 Folio 256
Created by instrument D732358 16/06/1970

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROBERT BOWEN PHILLIPS of UNIT 4 92 MAIN STREET BLACKBURN VIC 3130
AG737489E 07/09/2009

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW747373E 19/04/2023
SECURE FUNDING PTY LTD

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 RP001952 FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 92-94 MAIN STREET BLACKBURN VIC 3130

## ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL
Effective from 19/04/2023

## OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP001952

DOCUMENT END

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# PLAN OF STRATA SUBDIVISION

EDITION 1

# RP001952

## LOCATION OF LAND

PARISH: NUNAWADING

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 88 (PART)

TITLE REFERENCE: VOL.3966 FOL.104 & VOL.4327 FOL.256

LAST PLAN REFERENCE: LOT 13 ON L.P. 6854

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 92-94 MAIN STREET, BLACKBURN.

**FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT**

**SURVEYOR'S CERTIFICATE**

Surveyor: NEIL ALFRED WEBSTER

Survey Date: 30/11/1969

Certification Date: 1/12/1969

**SEAL OF MUNICIPALITY AND ENDORSEMENT**

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF NUNAWADING on 18/05/1970

**REGISTERED DATE: 16/06/1970**

**PLAN UPDATED BY REGISTRAR IN AN661031Q 31 / 07 / 2017**

## LEGEND

THE BUILDINGS IN THE PARCEL PARTS OF WHICH ARE CONTAINED IN LOTS 1 TO 12 ARE SINGLE STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 12 IS TWENTY FIVE FEET ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT. THE LOWER BOUNDARY OF THESE LOTS IS FOUR FEET BELOW THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

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:
OUTER FACE OF WALL - BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY
MEDIAN - ALL OTHER BOUNDARIES

## 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**

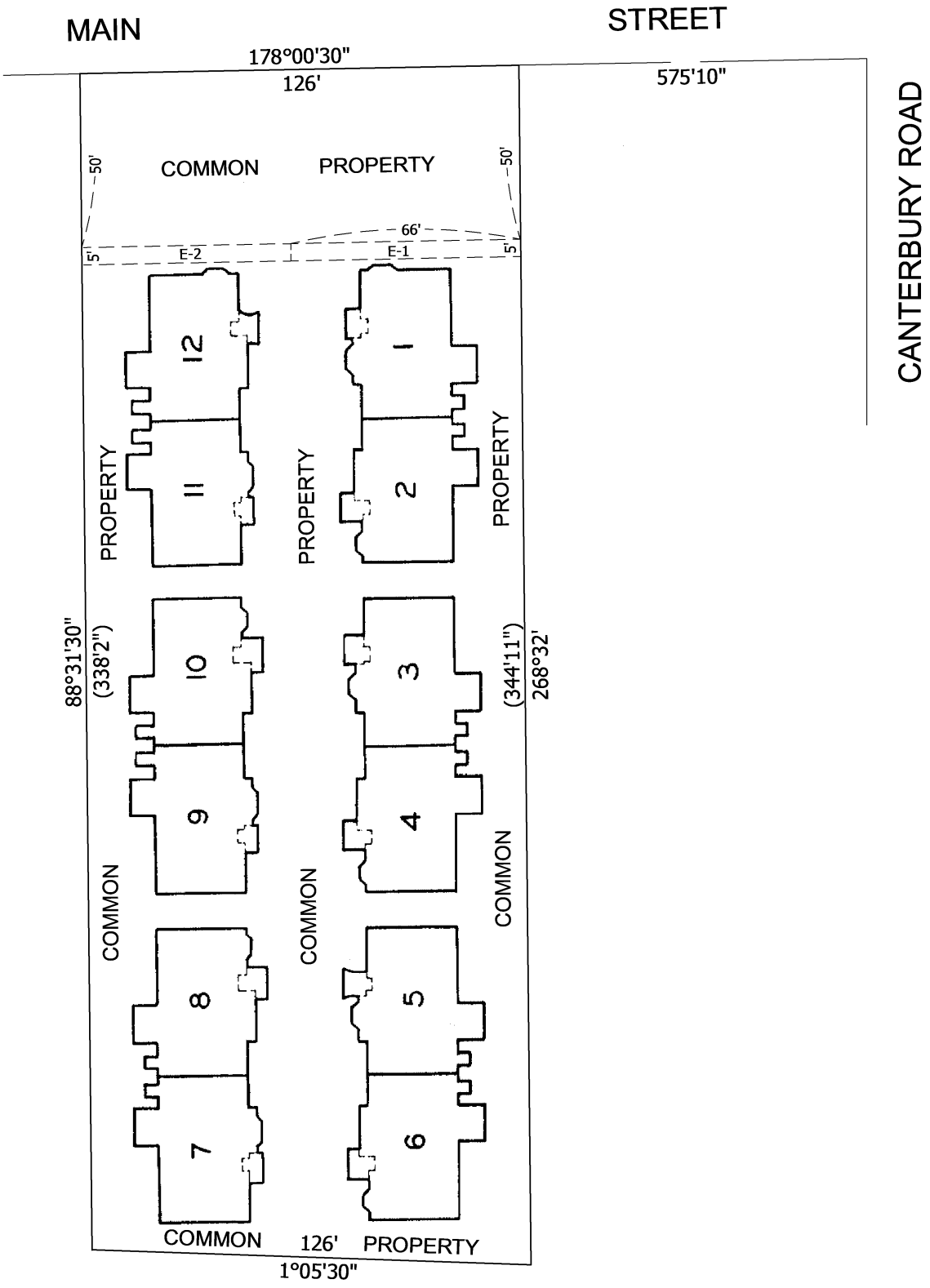
| Easement Reference | Purpose | Width | Origin | Land Benefitted /In Favour Of | Plan Parcel Affected |
|---|---|---|---|---|---|
| E-1 | DRAINAGE | 5' | TR. 801451 | SEE C/T VOL. 2696 FOL.195 | COMMON PROPERTY |
| E-2 | DRAINAGE | 5' | TR.'s 801451 & 878431 | SEE C/T VOL. 2696 FOL.195 | COMMON PROPERTY |
| E-1 & E-2 | DRAINAGE | 5' | L.P. 6854 | LOTS ON L.P. 6854 | COMMON PROPERTY |

MEASUREMENTS ARE IN FEET & INCHES METRIC CONVERSION = (0.3048 x FEET) + (0.0254 x INCHES) SHEET 1 OF 2

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# PLAN OF STRATA SUBDIVISION

# RP001952




40 20 0 20 40

SCALE OF FEET

MEASUREMENTS ARE IN FEET & INCHES

SHEET 2

# Department of Transport and Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION**
**PLAN NO. RP001952**

The land in RP001952 is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**
Common Property, Lots 1 - 12.

**Limitations on Owners Corporation:**
Unlimited

**Postal Address for Services of Notices:**
92-94 MAIN STREET BLACKBURN VIC 3130

RP001952 16/06/1970

**Owners Corporation Manager:**
NIL

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

**Owners Corporation Rules:**
NIL

**Additional Owners Corporation Information:**
NIL

**Notations:**
NIL

**Entitlement and Liability:**
NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property | 0 | 0 |
| Lot 1 | 100 | 100 |
| Lot 2 | 100 | 100 |
| Lot 3 | 100 | 100 |
| Lot 4 | 100 | 100 |
| Lot 5 | 100 | 100 |
| Lot 6 | 100 | 100 |



Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

# Department of Transport and Planning

## Owners Corporation Search Report

Produced: 22/04/2026 12:24:12 PM

**OWNERS CORPORATION**
**PLAN NO. RP001952**

**Entitlement and Liability:**

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

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 7 | 100 | 100 |
| Lot 8 | 100 | 100 |
| Lot 9 | 100 | 100 |
| Lot 10 | 100 | 100 |
| Lot 11 | 100 | 100 |
| Lot 12 | 100 | 100 |
| **Total** | **1200.00** | **1200.00** |

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.



Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

# PLANNING CERTIFICATE

*Official certificate issued under Section 199 Planning & Environment Act 1987 and the Planning and Environment Regulations 2005*

**CERTIFICATE REFERENCE NUMBER**

**1248233**

**APPLICANT'S NAME & ADDRESS**

**SABINA MEHRA C/- GXS**

**DOCKLANDS**

**VENDOR**

**PHILLIPS, ROBERT BOWEN**

**PURCHASER**

**BA, T**

**REFERENCE**

**2260647**

This certificate is issued for:

LOT 4 PLAN RP1952 ALSO KNOWN AS 4/92 - 94 MAIN STREET BLACKBURN
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/whitehorse)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

22 April 2026

**Sonya Kilkenny**
**Minister for Planning**

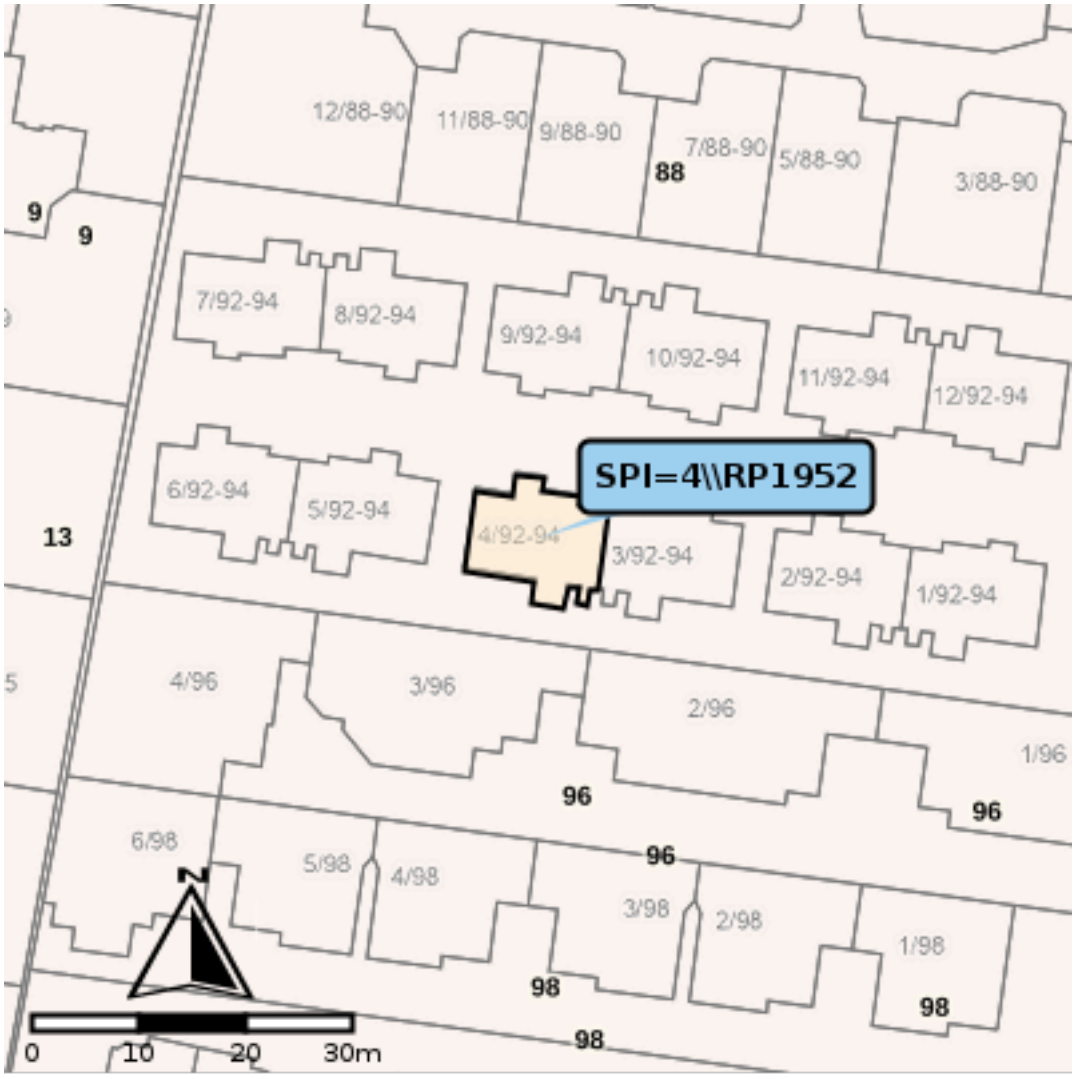
VICTORIA State Government

**The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.**

**The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.**

**If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au**

## Please note: The map is for reference purposes only and does not form part of the certificate.




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### Choose the authoritative Planning Certificate

***Why rely on anything less?***

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

# PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 22 April 2026 12:16 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **4/92-94 MAIN STREET BLACKBURN 3130** |
| Lot and Plan Number: | **Lot 4 RP1952** |
| Standard Parcel Identifier (SPI): | **4\RP1952** |
| Local Government Area (Council): | **WHITEHORSE** www.whitehorse.vic.gov.au |
| Council Property Number: | **236468** |
| Planning Scheme: | **Whitehorse** Planning Scheme - Whitehorse |
| Directory Reference: | **Melway 47 J12** |

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **Yarra Valley Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **UNITED ENERGY** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **NORTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **BOX HILL** |

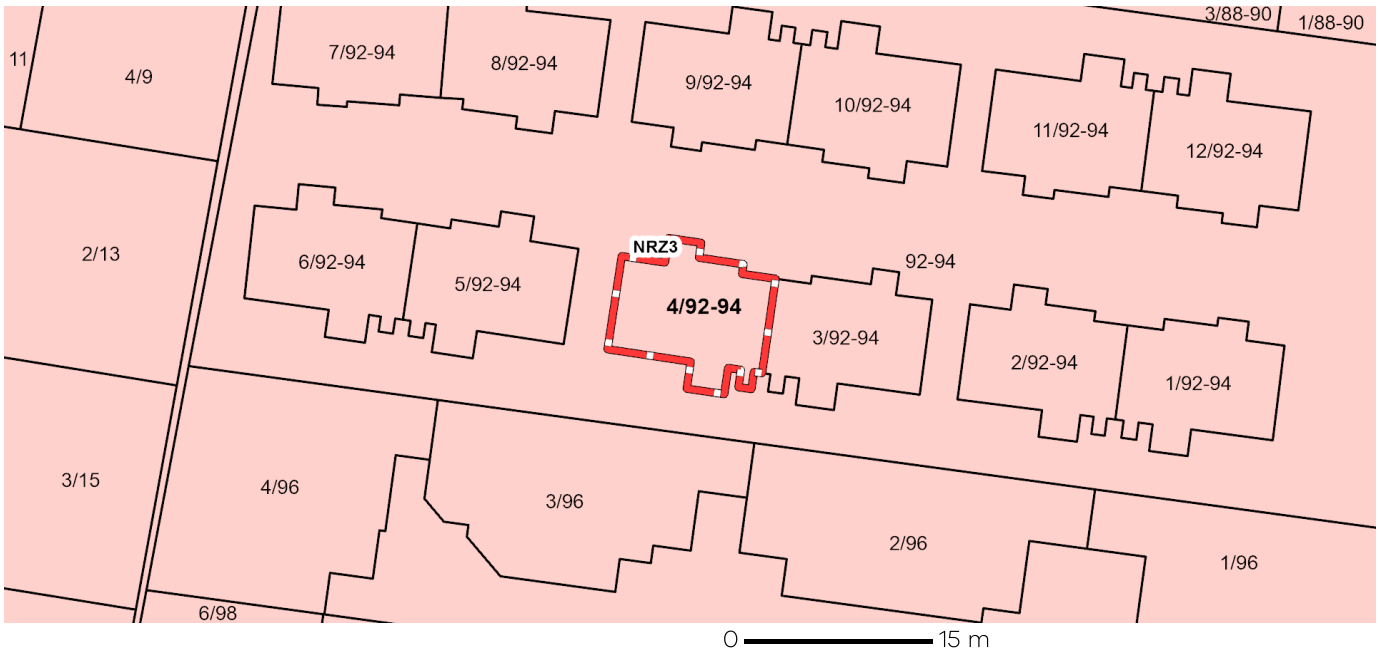
## OTHER

| | |
|---|---|
| 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)




NRZ - Neighbourhood Residential

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

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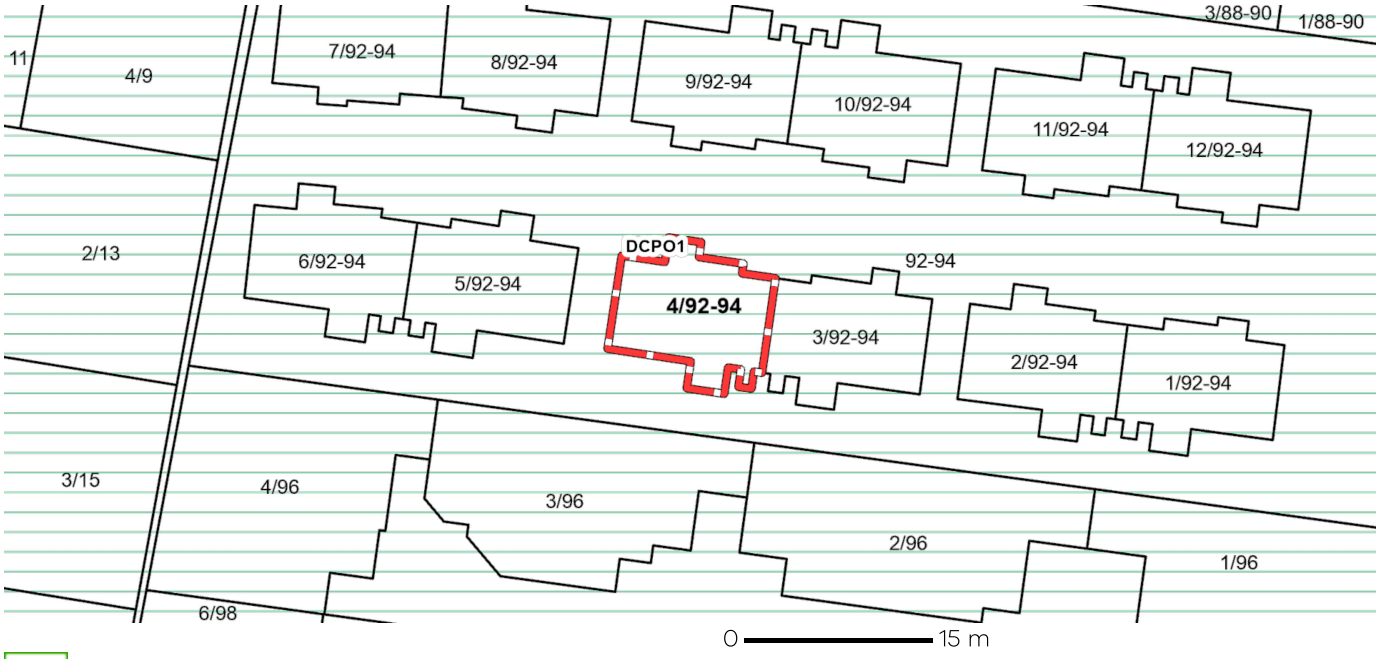
# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

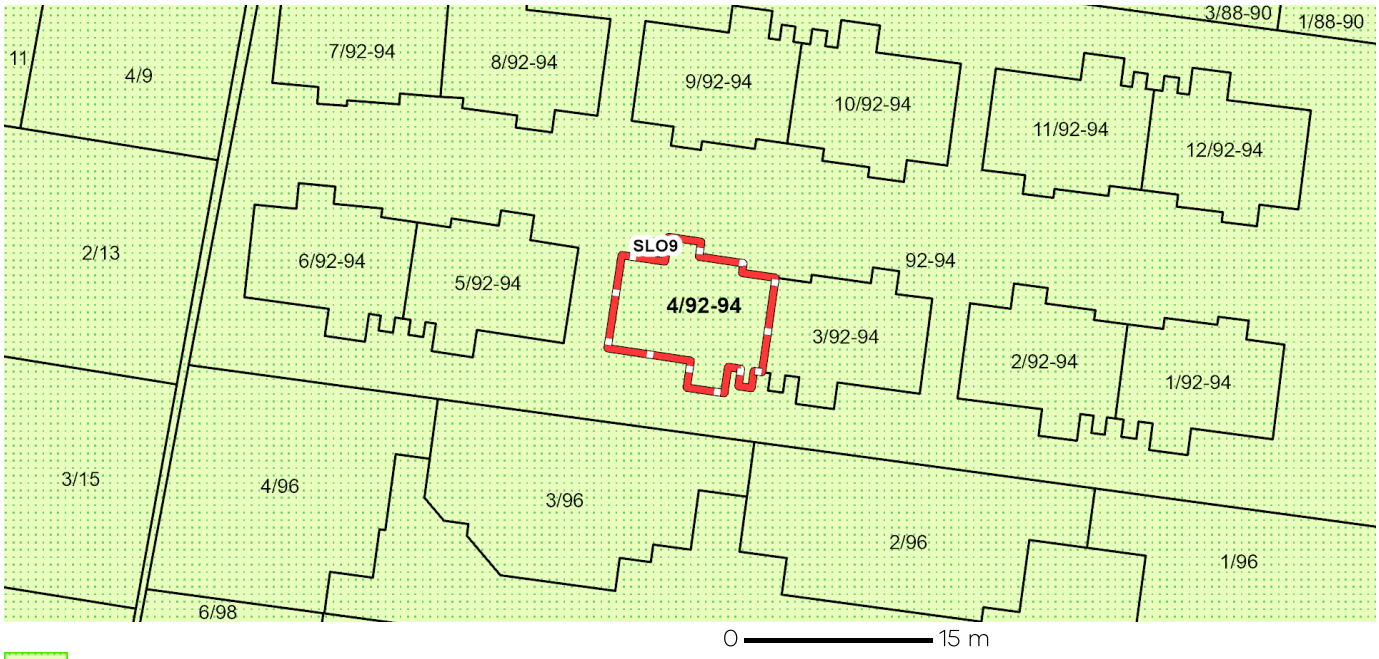



**DCPO - Development Contributions Plan Overlay**

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)




**SLO - Significant Landscape Overlay**

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

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# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Further Planning Information

Planning scheme data last updated on 9 April 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 abut 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

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# PLANNING PROPERTY REPORT

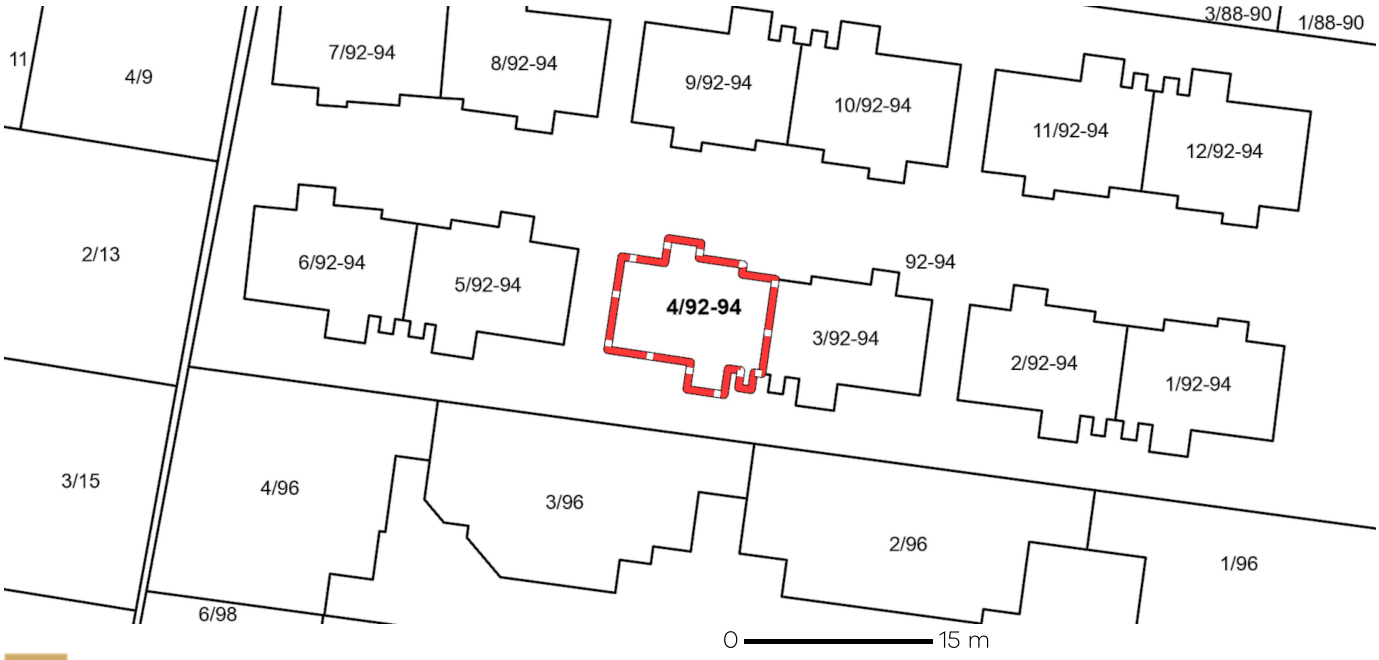
Department of Transport and Planning

## 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 Bushfire Prone Areas

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) or please contact your relevant council.

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

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**Whitehorse City Council**
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

# LAND INFORMATION CERTIFICATE

## *Local Government Act 1989* - Section 229

Certificate Number: 6930
Date of Issue: 22 April 2026
Applicant's Reference: 80317931-017-4:92690

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

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

| | | |
|---|---|---|
| **Assessment Number**: | 32588 | **Check Digit**: 6 |
| **Property Description**: | LOT 4 RP 1952 | |
| **Property Address**: | 4/92-94 Main Street, BLACKBURN VIC 3130 | |

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

| | |
|---|---|
| **Site Value**: | $295,000 |
| **Capital Improved Value**: | $650,000 |
| **Net Annual Value**: | $32,500 |

**RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026**
**DECLARED BY COUNCIL 16 JUNE 2025**
**EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026**

| | |
|---|---|
| General Rates | 926.15 |
| ESVF Fixed Charge | 136.00 |
| ESVF Variable Rate | 112.45 |
| | |
| Waste Service Charges | 263.25 |
| | |
| | |
| **TOTAL CURRENT LEVIED** | **$1,437.85** |

**OTHER CHARGES**

| | |
|---|---|
| Arrears | 0.00 |
| Interest | 0.00 |
| Legal Costs | 0.00 |
| Other Charges | 0.00 |
| **TOTAL** | **$0.00** |

**TOTAL AMOUNT OUTSTANDING** **$215.89**

**For Waste Service charge details, please see page 3**
**FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE**

NOTE:

**Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025***

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

**Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters**

A. There are no monies owed for works under the *Local Government Act 1958*.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

**Additional information**

**Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –**

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

**BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):**

Garbage - 80L
Recycling - 240L

**For further information on the items that the waste service charges can comprise of, please see:**
https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge

**COMMENTS:**

**Authorised Officer:** 

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

**Payment of rates and charges outstanding can be made by:**

- Bpay – Biller Code: 18325  Reference Number: 0000325886
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC  VIC  3131. Other forms of notification at this stage are unable to be accepted.

**Whitehorse City Council**
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 23 April 2026
Applicant Reference: 80317931-019-8:92692

## BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

**Property Description: LOT 4 RP 1952**
**Property Address: 4/92-94 Main Street, BLACKBURN VIC 3130**

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

**Issued by Whitehorse City Council Building Department – Ph: 9262 6421**

### Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

**SAFETY OF EXISTING SWIMMING POOLS**

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

**SMOKE ALARMS**

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

**Whitehorse City Council**
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 23 April 2026
Applicant Reference: 80317931-020-4:92691

## BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (2) of the Building Regulations 2018

**Property Description: LOT 4 RP 1952**
**Property Address: 4/92-94 Main Street, BLACKBURN VIC 3130**

| Reportable Information | Regulation | Applicable |
|---|---|---|
| Is the land likely to be subject to attack by termites? | 150 | **Yes** |
| Is the land subject to significant snowfalls? | 152 | **No** |
| Is the land liable to flooding within the meaning of regulation 5(2)? | 153 | **Yes** |
| Is the land designated land/works? | 154 | **No** |
| The Whitehorse Planning Scheme has specified a minimum bushfire attack level (BAL) within areas of the municipality. Is the land identified by the Planning Scheme? | 156 | **No** |

**Please Note:**
This certificate does not specify bushfire prone areas not specified under the Planning Scheme. For the purposes of Section 192A of the Building Act 1993, the relevant Building Surveyor is to verify if the Minister has designated the land as being in a bushfire prone area. Please visit https://mapshare.vic.gov.au/vicplan/ for more information.

**Notes regarding flood levels:**
If the above indicates that the allotment is liable to flooding or is designated land under Building Regulation 153 and/or 154, then an application to Councils Engineering Department for Report and Consent is required.

If flood level is determined by Melbourne Water (Regulation 154), you will need to obtain property flood level information via one of Melbourne Water's authorised agents. This flood level is required to be submitted as part of the Report & Consent procedure with Council's Engineering Department. Please contact Melbourne Water on 131 722 or visit: www.melbournewater.com.au.

Enquiries regarding flood levels investigated by Council (Regulation 153) to determine the minimum floor levels of buildings within the site, please contact Council's Engineering Department on 9262 6177.

**General Notes:**
For Town Planning information or information relating to zoning, schedules or policies please contact Council's Town Planning Department on 9262 6303.

For Legal Point of Storm Water Drainage please contact Council's Engineering Department on 9262 6177.

**Issued by Whitehorse City Council Building Department – Ph: 9262 6421**

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

22nd April 2026

Sabina □Mehra C/- GXS
LANDATA

Dear Sabina □Mehra C/- GXS,

**RE: Application for Water Information Statement**

| | |
|---|---|
| **Property Address:** | 4/92-94 MAIN STREET BLACKBURN 3130 |
| **Applicant** | Sabina □Mehra C/- GXS<br>LANDATA |
| **Information Statement** | 31029073 |
| **Conveyancing Account Number** | 7959580000 |
| **Your Reference** | 2260647 |

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
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Private Bag 1
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yvw.com.au

**Yarra Valley Water Property Information Statement**

| | |
|---|---|
| Property Address | 4/92-94 MAIN STREET BLACKBURN 3130 |

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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yvw.com.au

**Melbourne Water Property Information Statement**

| | |
|---|---|
| Property Address | 4/92-94 MAIN STREET BLACKBURN 3130 |

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

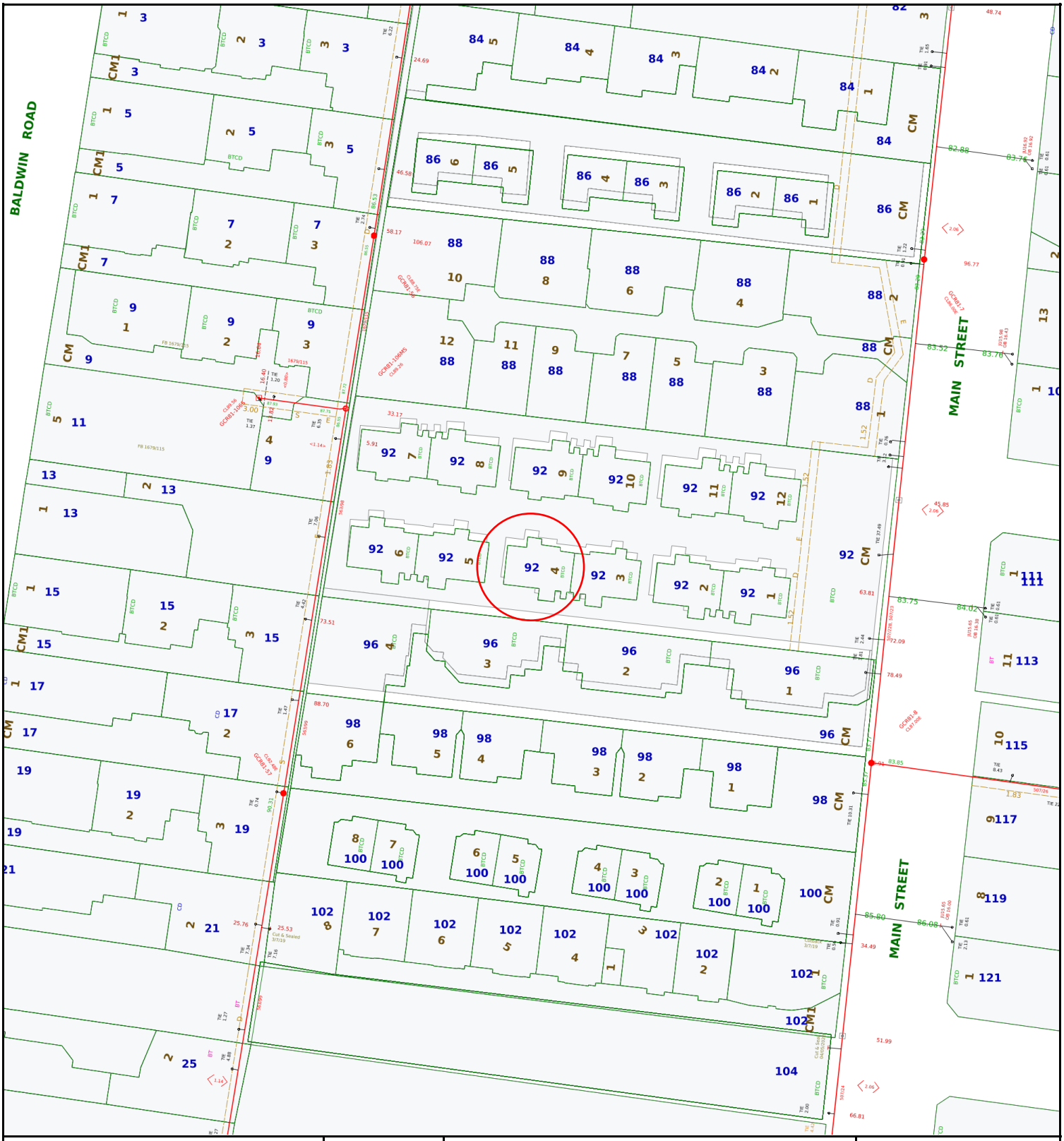
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.




**Yarra Valley Water**

# Information Statement Number: 31029073

| | |
|---|---|
| **Address** | 4/92-94 MAIN STREET BLACKBURN 3130 |
| **Date** | 22/04/2026 |
| **Scale** | 1:1000 |

N

Yarra Valley Water

ABN 93 066 902 501

| | | | | | |
|---|---|---|---|---|---|
| Existing Title | | Access Point Number | GLV2-42 | MW Drainage Channel Centreline | |
| Proposed Title | | Sewer Manhole | | MW Drainage Underground Centreline | |
| Easement | | Sewer Pipe Flow | | MW Drainage Manhole | |
| Existing Sewer | | Sewer Offset | <1.00> | MW Drainage Natural Waterway | |
| Abandoned Sewer | | Sewer Branch | | | |

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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yvw.com.au

Sabina Mehra C/- GXS
LANDATA
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7547510000
**Rate Certificate No:** 31029073

**Date of Issue:** 22/04/2026
**Your Ref:** 2260647

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---|---|---|---|
| UNIT 4/92-94 MAIN ST, BLACKBURN VIC 3130 | 4\RP1952 | 1247578 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|---|---|---|---|
| Residential Water Service Charge | 01-04-2026 to 30-06-2026 | $21.04 | $21.04 |
| Residential Water and Sewer Usage Charge<br>*Step 1 – 1.000000kL x $3.57240000 = $3.57*<br>Estimated Average Daily Usage $0.07 | 27-02-2026 to 16-04-2026 | $3.57 | $3.57 |
| Residential Sewer Service Charge | 01-04-2026 to 30-06-2026 | $121.26 | $121.26 |
| Parks Fee | 01-04-2026 to 30-06-2026 | $22.39 | $22.39 |
| Drainage Fee | 01-04-2026 to 30-06-2026 | $31.16 | $31.16 |
| | | | |
| **Other Charges:** | | | |
| Interest | No interest applicable at this time | | |
| No further charges applicable to this property | | | |
| | | **Balance Brought Forward** | $0.00 |
| | | **Total for This Property** | $199.42 |

GENERAL MANAGER
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
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**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

---

**Property No:** 1247578

**Address:** UNIT 4/92-94 MAIN ST, BLACKBURN VIC 3130

**Water Information Statement Number:** 31029073

## HOW TO PAY

BPAY

**Biller Code: 314567**
**Ref: 75475100001**

| Amount Paid | | Date Paid | | Receipt Number | |
|---|---|---|---|---|---|

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

# ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sabina Mehra
Level 1, 177 Surrey Road
BLACKBURN 3130

Client Reference: 2260647

NO PROPOSALS. As at the 22th April 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 4, 92-94 MAIN STREET, BLACKBURN 3130
CITY OF WHITEHORSE

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

Date of issue: 22th April 2026

**[Vicroads Certificate] # 80317931 - 80317931122213 '2260647'**

# Extract of EPA Priority Site Register



## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 4, 92-94 MAIN STREET
SUBURB: BLACKBURN
MUNICIPALITY: WHITEHORSE
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 47 Reference J12

DATE OF SEARCH: 22nd April 2026

## ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register

**[Extract of Priority Sites Register] # 80318002 - 80318002122602 '2260647'**

# Property Clearance Certificate

*Land Tax*

SABINA MEHRA

| | |
|---|---|
| **Your Reference:** | LD:80317931-013-6.2260647 |
| **Certificate No:** | 98898889 |
| **Issue Date:** | 28 APR 2026 |
| **Enquiries:** | LXO1 |

**Land Address:** UNIT 4, 92 -94 MAIN STREET BLACKBURN VIC 3130

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Vendor:** ROBERT PHILLIPS

**Purchaser:** T BA

| Current Land Tax | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Comments:** Refer to attachment

| Current Vacant Residential Land Tax | Year | Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Comments:** Refer to attachment

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|
| | | | | |

| Arrears of Vacant Residential Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|
| | | | | |

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

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE (CIV): | $650,000 |
| SITE VALUE (SV): | $295,000 |
| **CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:** | **$3,705.00** |

# Notes to Certificate - Land Tax

**Certificate No:** 98898889

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Land tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Apportioning or passing on land tax to a purchaser**

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

**General information**

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $295,000

Calculated as $975 plus ( $295,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,500.00

Taxable Value = $650,000

Calculated as $650,000 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**

Biller Code:5249
Ref: 98898889

**Telephone & Internet Banking - BPAY®**

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

**www.bpay.com.au**

**CARD**

Ref: 98898889

**Visa or Mastercard**

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

**sro.vic.gov.au/paylandtax**

# Property Clearance Certificate

*Land Tax*

**Certificate No:** 98898889

**Land Address:** UNIT 4, 92 -94 MAIN STREET BLACKBURN VIC 3130

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 11076650 | 4 | 1952 | 8834 | 463 | $3,705.00 |

| Land Tax Details | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MR ROBERT BOWEN PHILLIPS | 2026 | $295,000 | $975.00 | $0.00 | $975.00 |
| MR ROBERT BOWEN PHILLIPS | 2025 | $295,000 | $975.00 | $0.00 | $975.00 |
| MR ROBERT BOWEN PHILLIPS | 2024 | $295,000 | $975.00 | $0.00 | $975.00 |
| MR ROBERT BOWEN PHILLIPS | 2023 | $315,000 | $405.00 | $0.00 | $405.00 |
| MR ROBERT BOWEN PHILLIPS | 2022 | $300,000 | $375.00 | $0.00 | $375.00 |

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

| Vacant Residential Land Tax Details | Year | Taxable Value | Tax Liability | Penalty/Interest | Total |
|---|---|---|---|---|---|

**Comments:**

**Current Land Tax Charge:** **11076650** **$3,705.00**

**Total:** **$3,705.00**

# Property Clearance Certificate

*Commercial and Industrial Property Tax*

*SABINA MEHRA*

| | |
|---|---|
| **Your Reference:** | LD:80317931-013-6.2260647 |
| **Certificate No:** | 98898889 |
| **Issue Date:** | 28 APR 2026 |
| **Enquires:** | LXO1 |

| | |
|---|---|
| **Land Address:** | UNIT 4, 92 -94 MAIN STREET BLACKBURN VIC 3130 |

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 11076650 | 4 | 1952 | 8834 | 463 | $0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|---|---|---|---|---|
| 120 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE: | $650,000 |
| SITE VALUE: | $295,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 98898889

**Power to issue Certificate**

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

**Amount shown on Certificate**

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

**Australian Valuation Property Classification Code (AVPCC)**

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

**Commercial and industrial property tax information**

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

**Change of use of tax reform scheme land**

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

**Commercial and industrial property tax is a first charge on land**

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

**Information for the purchaser**

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

**Information for the vendor**

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

**Passing on commercial and industrial property tax to a purchaser**

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

**General information**

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
   - the request is within 90 days of the original Certificate's issue date, and
   - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

*Windfall Gains Tax*

SABINA MEHRA

| | |
|---|---|
| **Your Reference:** | LD:80317931-013-6.2260647 |
| **Certificate No:** | 98898889 |
| **Issue Date:** | 28 APR 2026 |

| | |
|---|---|
| **Land Address:** | UNIT 4, 92 -94 MAIN STREET BLACKBURN VIC 3130 |

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 4 | 1952 | 8834 | 463 |

**Vendor:** ROBERT PHILLIPS

**Purchaser:** T BA

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**$0.00**

**Paul Broderick**
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 98898889

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Windfall gains tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Passing on windfall gains tax to a purchaser**

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

**General information**

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

## Windfall Gains Tax - Payment Options

**BPAY**

Biller Code: 416073
Ref: 98898885

**Telephone & Internet Banking - BPAY®**

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

**www.bpay.com.au**

**CARD**

Ref: 98898885

**Visa or Mastercard**

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

**sro.vic.gov.au/payment-options**

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# OWNERS CORPORATION CERTIFICATE

*Owners Corporations Act 2006, Section 151 Owners Corporation Act 2006, Owners Corporation Regulations 2018*

**Reference No. ……..**

**This Certificate is issued for: Unit 4, 92-94 Main Street Blackburn VIC 3130**

**Plan No. RP 001952**

**Property located at: Unit 4, 92-94 Main Street Blackburn VIC 3130**

(a) the current fees for the lot for each quarter are **$320/qtr.**

(b) the date up to which the fees for the lot have been paid, is: **5th August '26**

(c) the total of any unpaid fees or charges for the lot, is: ***NIL***

(d) any special fees or levies which have been struck, and the dates on which they were struck and are payable, are: ***NIL***

(e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is: ***NIL***

(f) in relation to the owners corporation's insurance cover

- (i) the name of the company : ***CHU***
- (ii) the number of the policy : **HU0000008792**
- (iii) the kind of policy : ***Residential Strata***
- (iv) the buildings covered: ***92-94 Main St.***
- (v) the building value: **$4.0M**
- (vi) the public liability amount: **$30M**
- (vii) the renewal date: **10/3/27**

(g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is: ***N/A***

(h) the total funds held by the owners corporation, is: **$4,028.04**

(i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities:***N/A***

(j) details of any current contracts, leases, licences or agreements affecting the common property: **N/A**

(k) details of any current agreements to provide services to lot owners, occupiers or the public: N/A

(l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied: **N/A**

(m) details of any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings: **N/A**

(n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager: **N/A**

(o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator: **N/A**

(p) the minutes of the most recent annual general meeting of the owners corporation.

**This Owners Corporation Certificate was prepared on: .....24th .April 2026.....**

**THOMAS O'DRISCOLL...**
**for the management committee...**
**OC1952**

OWNERS CORPORATION PLAN No. 1952
THE COMMON SEAL

## STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

**Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:**

### 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 Victoria.

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

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

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

### Owners corporation rules

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

### Lot entitlement and lot liability

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

### Further information

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

### Management of an owners corporation

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

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

# Meeting Minutes

## 92/94 Main St, Blackburn, 3130

Date: 23 August 2025
Attendance: Tom (3), Heidi (7) , Vanessa (5), Jenny (6), Julie (11), Barbara (8)
Apology: Sandra (12), Sunny, Ronald/Ada/Andrew (1) Jack/Bashie (2)
No response: VJ (9),

---

## Reports

Chair: Barbara- Owner managed body corporate with flats built 1970. Owners responsible for maintenance and repair of units (building) surrounding land is body corporate. Traditionally worked with owners managing/ responsible for back gardens and gardens out front. However, body corporate is responsible for repairs if they fall on back/front gardens as well as the surrounding lands.

Tom- Body Corporate communications and documentations are stored with Vanessa Hollo, unit 5 in a shared iCloud accessible email address via gmx.com

Treasurer report: Insurance fess approx. $8000 per annum with overall Body Corp finances in balance as of Jan 2025 with a $4000 float in bank. Due to recent repairs, current owing $3500 for water works to Tom directly. Bank details updated, moved to business account NAB. Option to raise Body Corp fees.

## Unfinished business

Body Corp fees and option for management company for owner's corporation, approx. $4500 per annum

Repairs become pressing with insurance concerns

## Motion

Raising of Body Corp fees to $320 quarterly passed

Direct debit details forwarded all members for ease of payment and encouraged as preferred option and where possible

Members will attend to quotes and repair issues. Barbara to contact Pete (Master Builder) for quotes and repair work.

## New Business

Positions open – Chair, Treasurer, Secretary, and general committee members

Repairs outstanding – common area maintenance, such as driveway lights, roots on driveway, concrete lifting in driveway, tradesman toilet, plants and uneven ground. Extra parking next to unit 8.

Body Corp fees – direct debit option for people encouraged, levy, floats etc

Option to move to property manager held over for 12 months.

Rental properties to have fire alarms installed and possibly required by insurance. Owner occupies to confirm own properties have working fire alarms.

## Announcements

Barbara to step down as chair

Julie to pick up chair

Vanessa to pick up secretary

Tom to stay treasurer

Vanessa Hollo
Secretary

Date of approval

# RULES OF THE BODY CORPORATE STRATA PLAN 1952

**RULE 1 SPEED LIMITS**

| | |
|---|---|
| In the interests of safety a speed limit of 5kph exits whilst on this property. It is the responsibility of unit occupants to ensure compliance with this rule. | |

**RULE 2 MAIN DRIVEWAY**

| | |
|---|---|
| Vehicles must not obstruct the main driveway or entrance to any garage. Unit occupants must have clear unobstructed access to their property at all times. No caravans, boats, trailers, commercial vehicles or motor cycles are to be parked on common property at any time. | |

**RULE 3 PARKING REGULATIONS**

| | |
|---|---|
| Visitors' car parking is reserved primarily for care workers, tradies etc, during daylight hours. After dark it is expected that unit occupants adjacent to the areas are not disturbed. | |

**RULE 4 OWNERS RESPONSIBILITIES - COMMERCIAL VEHICLES**

| | |
|---|---|
| Occupiers must notify all others of trucks, furniture vans and the like will be entering the driveway for specific commercial purposes over a period exceeding 30 minutes. Such owners and or tenants are reminded that any damage to the roadway or property is their responsibility to have repaired irrespective of whether the costs are recoverable from the prime cause. | |

**RULE 5 PETS**

| | |
|---|---|
| Pets are permitted unless causing a nuisance for other unit occupants. | |

**RULE 6 GARDENS**

| | |
|---|---|
| Owners or their agents are expected to keep the gardens in front of their property in good order to reflect the appearance of the property as a whole. | |

**RULE 7 TRADESMANS TOILET LOCATION**

| | |
|---|---|
| Access to this facility is available to all tradesmen. The toilet is located at the rear of unit 6. It is left unlocked. | |

**RULE 8 MEETINGS AND MAINTENANCE FEES**

| | |
|---|---|
| Meetings of all owners will be held on an annual basis with 2 weeks advance notice being given. Each unit has one vote but non financial members forfeit voting rights. Proxies need be advised prior to the meeting. The maintenance fee is currently payable quarterly on 5th Feb, May, Aug, Nov. | |

**RULE 9 REQUIREMENTS ON SALE OF PROPERTY**

| | |
|---|---|
| A copy of these rules will be made available to prospective purchasers at sale time. | |

**RULE 10 GENERAL RULE**

| | |
|---|---|
| It is the responsibility of the unit owner to ensure their tenants do nothing to degrade the appearance or value of the property in anyway. It is also the responsibility of the owner to ensure their tenants do not negatively impact on the quiet enjoyment of other occupants. | |

©2018

Useful Information

Green garden waste bins and yellow recycle bins are collected alternative weeks

Rubbish bins (red) each week

Put out Sunday night for early Monday am collection

Hard waste - free collection twice yearly by contacting council

Australian Government
Australian Taxation Office

MR ROBERT B PHILLIPS
C/- SABINA MEHRA
101/177 SURREY ROAD
BLACKBURN VIC 3130

**Our reference:** 7169355829017
**Phone:** **13 28 66**

24 April 2026

# Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello ROBERT,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

| | |
|---|---|
| **Notice number** | 2411198284975 |
| **Vendor name** | ROBERT BOWEN PHILLIPS |
| **Clearance Certificate Period** | 23 April 2026 to 23 April 2027 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
**Emma Rosenzweig**
Deputy Commissioner of Taxation

## Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

## Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.