CONTRACT OF SALE

&

VENDOR STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the ACT")

PROPERTY: UNIT 101, 18 WHITEHORSE ROAD, BLACKBURN VIC 3130

Blue Gem Conveyancing

36 Russell Crescent
Mount Waverley, VIC 3149
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Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2024

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2024

Print names(s) of person(s) signing: **Lucy Kota**

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

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

Particulars of Sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor

Name: Lucy Kota

Address:

ABN/ACN:

Email: emailoflucy@gmail.com

Vendor's legal practitioner or conveyancer

Name: BLUE GEM Conveyancing

Address: 36 Russell Crescent, Mount Waverley VIC 3149

Email: neha@bluegemconveyancing.com.au

Tel: 0452 391 871 Mob: Fax: Ref: BGC2775

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: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11822	Folio	078	4	SP 708593X

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 101, 18 Whitehorse Road, Blackburn VIC 3130

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

Fixtures and Fittings of Permanent nature

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 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.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (e.g., 4a, 4b, 4c, etc.)

1. IDENTITY OF LAND

1.1 Without limiting the generality of general condition 3, the Purchaser admits, agrees and accepts that:

a) any boundary fence or wall is correctly located on the title boundary of the Land; and
b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

1.2 The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title) in respect of any matters referred to in special condition 3.1.

2. PRIOR REPRESENTATIONS AND CONDITION OF LAND

2.1 The Purchaser acknowledges that except as is contained in this Contract and the Vendor's Statement (and as is prescribed by the Law), there are no other conditions, warranties or other terms affecting or relating to the sale of the Land. To the extent permitted by Law, the Purchaser shall not be entitled in any way to rely on (or make any Claims against the Vendor in connection with) any information, representation or warranty made or claimed to have been made by the Vendor or on the Vendor's behalf (including but not limited to by the Vendor's estate agent or solicitor) including but not limited to in relation to compliance with any Laws affecting the Land or the compliance of any improvements on the Land with any Building Law.

2.2 It is further acknowledged by the Purchaser that:

a) they buy the Land subject to:
   i. Any Laws affecting the Land;
   ii. any restriction or condition affecting or imposed on the Land and its use and development (including as imposed under any planning permit, approval or agreement or planning controls),
b) any improvements on the Land may be subject to or require compliance with the Building Law and any failure to comply with any one or more of those laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation or refuse or delay payment of the Price or any part thereof on any such ground; and
c) except as is required by law and/or is otherwise stated hereunder, the Vendor gives no warranty as to the state of repair and condition or suitability of the Land or of the Goods any of the fittings and fixtures thereon and the Purchaser purchases the Land and the Goods subject to all faults and defects (both latent or patent) and in its present state of repair or condition.

2.3 The Purchaser acknowledges and agrees that the Land is sold and the Purchaser takes title subject to any easements (both express or implied) affecting the land by virtue of the provisions of the Sale of Land Act 1962 (Victoria) Act (the "Act") and subject to all statutory planning controls and the restrictions on the use of the Land thereby imposed by all competent authorities, including without limiting the generality of the foregoing, the Land is sold subject to any controls and restrictions imposed by any other town planning Acts or schemes (including the terms of any planning permit

issued in relation to the Land and the Plan of Subdivision and/or the terms of any Section 173 Agreement (including but not limited to as entered after the date of this Contract). The Purchaser shall not make any requisition, objection or claim for compensation concerning any such easements controls and restrictions (including the terms of such planning permit and/or any Section 173 Agreement) upon the Land sold.

3. SERVICES

To the extent permitted by law, the Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action, in relation to:

a) the nature, location, availability or non-availability of any services;
b) any defects in any services;
c) there being or not being an easement or other right in respect of any services;
d) any service being a joint service with any other land or building;
e) any service for any other land or building passing through or over the Land;
f) any service installed in, on or under the Land not having been approved by an authority; or
g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the land.

4. PLANNING SCHEMES

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

5. NO REPRESENTATIONS

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

6. DWELLING

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

7. GUARANTEE

If a company purchases the property:

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

8. DELAYED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension to the Due Date, the Purchaser must pay the Vendor’s representative $350.00 + GST at the at the settlement for each request.

9. ADJUSTMENTS

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement otherwise the purchaser will be in default of the contract.

10. NOMINATION

Should the Purchaser do a nomination, the Nominee will pay the Vendor Conveyancer's costs in the sum of $200.00 + GST.

11. VARIATION/DELETION OF OTHER GENERAL CONDITIONS

11.1 General conditions 6.6 does not apply.

11.2 A new General Condition 14.12 is added to this contract as follows: "Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization 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."

11.3 General Condition 31.3 is amended to remove the words "but may claim compensation from the vendor after settlement." General conditions 12, 31.4 – 31.6 are deleted.

11.4 A new general condition 20.4 is added "If the purchaser rescinds the contract based on finance clause, then they need to provide satisfactory evidence from financial institution. Any evidence from mortgage broker will not be deemed as sufficient evidence."

12. PRECEDENCE OF SPECIAL CONDITIONS

The Special Conditions shall take precedence over and prevail to the extent of any inconsistency with any other term or condition of this Contract, including Part 1 of the form of contract, the Particulars of Sale, the General Conditions and Vendor's Statement.

13. SOLAR PANELS (if applicable)

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their 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.

14. POOL COMPLIANCE (if applicable)

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

a) Register the pool or spa with the local council if the vendor has not already done so.
b) Arrange a private inspection and obtain a report at his cost;
c) Comply with all the requirements of the report;
d) Arrange any further inspections at his cost; and
e) Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

ANNEXURE "A"

GUARANTEE AND INDEMNITY

THIS DEED OF GUARANTEE AND INDEMNITY ("Guarantee") is made the Date of Guarantee and Indemnity detailed in the Schedule hereto

BY: The Guarantors detailed in the Schedule hereto (hereinafter referred to as "the Guarantor")

IN CONSIDERATION of the Vendor detailed in the Schedule hereto (the "Vendor") at our request having agreed to enter into the Contract detailed in in the Schedule hereto with the Purchaser detailed in the Schedule hereto for the sale of the Property detailed in the Schedule hereto and for the Price and upon the conditions specified in the within Contract, we the Guarantor on behalf of ourselves and our respective executors and administrators HEREBY jointly and severally agree to GUARANTEE AND INDEMNIFY the Vendor as follows:

1. the Guarantor GUARANTEES to the Vendor that the Purchaser will perform all of the obligations of the Purchaser under the Contract, including payment of the Purchase Price ("Price"), interest and all other monies;

2. the Guarantor shall pay to the Vendor on demand by the Vendor all monies payable pursuant to the Contract which are not paid by the Purchaser pursuant to the Contract whether demand for the same has been made by the Vendor on the Purchaser or not;

3. the Guarantor shall observe and perform on demand by the Vendor all of the covenants conditions obligations and liabilities binding the Purchaser which the Purchaser does not comply whether demand for such observance or performance has been made by the Vendor on the Purchaser or not;

4. the Guarantor INDEMNIFIES and agree to keep indemnified the Vendor against all loss of Purchase Price ("Price") or purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser under the Contract (including but not limited to, the Purchaser having exceeded the powers of the Purchaser or being incompetent to enter into the Contract or going into liquidation);

5. the Guarantor ACKNOWLEDGES AND AGREES that this Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released or affected by any neglect or indulgence shown or any extension granted by the Vendor in enforcing the Contract, nor by any alteration made by the Vendor and the Purchaser (in the terms and conditions of the Contract), nor by any part payment or part performance under the Contract, nor by reason of the Vendor assigning its rights under the Contract, or by any other thing which under the law relating to sureties which would but for this provision have the effect of releasing the Guarantor.

6. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor pursuant to this Guarantee shall be deemed to be duly made if the same be in writing and executed by the Vendor or by the Solicitor of the Vendor or by any person duly authorised by the Vendor to make such demand on his behalf and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at his address hereinbefore specified or be delivered personally to the Guarantor.

7. Without limiting any other term or condition of this Deed, a judgment entered by the Vendor against the Purchaser is conclusive evidence of an amount owing by a Guarantor under this guarantee and indemnity and in the case of such judgment having been entered against the Purchaser, then the Vendor in any proceedings issued against a Guarantor, does not have to prove the amounts owing under this guarantee and indemnity and is entitled to rely (without having to prove the same) on the judgment sum made against the Purchaser.

SCHEDULE

Date of Guarantee and Indemnity: ……

Guarantor:

…… of ……

…… of ……

Vendor: Lucy Kota

Purchaser: ……

Contract: made between the Vendor and Purchaser dated ……

Property: Unit 101, 18 Whitehorse Road, Blackburn VIC 3130

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED)
by the said _____)
in the presence of:) ……

……
Witness sign
Print Name:
Print Address:

SIGNED SEALED AND DELIVERED)
by the said _____)
in the presence of:) ……

……
Witness sign
Print Name:
Print Address:

Vendor Statement

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

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

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

Land	UNIT 101, 18 WHITEHORSE ROAD, BLACKBURN VIC 3130

Vendor's name	Lucy Kota	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $6,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

unregistered):

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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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 11822 FOLIO 078 Security no : 124119686659J
Produced 08/11/2024 02:59 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 708593X.
PARENT TITLE Volume 08030 Folio 124
Created by instrument PS708593X 23/09/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LUCY KOTA of UNIT 101 18 WHITEHORSE ROAD BLACKBURN VIC 3130
AY208714V 16/07/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY208715T 16/07/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS708593X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY208713X (E)	DISCHARGE OF MORTGAGE	Registered	16/07/2024
AY208714V (E)	TRANSFER	Registered	16/07/2024
AY208715T (E)	MORTGAGE	Registered	16/07/2024

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

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

Street Address: UNIT 18 WHITEHORSE ROAD BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 16/07/2024

OWNERS CORPORATIONS

The land in this folio is affected by

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DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS708593X**
Number of Pages (excluding this cover sheet)	**7**
Document Assembled	**08/11/2024 14:59**

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Signed by Council: Whitehorse City Council, PP Ref: WH/2014/1245, Cert Ref: CRT/5874, Original Certification: 15/08/2016, S.O.C.: 15/08/2016

PLAN OF SUBDIVISION

LV USE ONLY
EDITION 1

PS708593X

LOCATION OF LAND

PARISH: NUNAWADING

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: 85A (PART)

CROWN PORTION: 85 (PART)

TITLE REFERENCE: VOLUME 8030 FOLIO 124

LAST PLAN REFERENCE: LOT 26 on LP22165

POSTAL ADDRESS: (At time of subdivision) 18 WHITEHORSE ROAD BLACKBURN VIC 3130

MGA94 Co-ordinates (of approx centre of land in plan) E 336 240 N 5 815 540 ZONE: 55

COUNCIL NAME: WHITEHORSE CITY COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING: THIS IS NOT A STAGED SUBDIVISION

PLANNING PERMIT No.: WH/2014/1245

DEPTH LIMITATION: DOES NOT APPLY.

THIS IS A SPEAR PLAN.

SURVEY: THIS PLAN IS BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. NUNAWADING PM's 543 & 873 IN PROCLAIMED SURVEY AREA No.: -

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: -
MEDIAN - BOUNDARIES MARKED "M"
EXTERIOR FACE - BOUNDARIES MARKED *
INTERIOR FACE - ALL OTHER BOUNDARIES

THE UPPER AND LOWER BOUNDARIES OF THE LOTS ARE DEFINED BY THE UNDERSIDE AND UPPER SURFACES OF THE CONCRETE RESPECTIVELY, UNLESS SHOWN OTHERWISE.

ALL COLUMNS, PILLARS, INTERNAL SERVICE DUCTS & PIPE SHAFTS AND CAR STACKER MECHANISMS ARE DEEMED TO BE PART OF COMMON PROPERTY No. 1. THE POSITIONS OF SAID COLUMNS, PILLARS, SERVICE DUCTS AND PIPE SHAFTS AND CAR STACKER MECHANISMS ARE NOT NECESSARILY SHOWN ON THE DIAGRAMS HEREIN.

COMMON PROPERTY NO. 1 IS ALL OF THE LAND IN THE PLAN EXCEPT FOR THE LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS THAT DEFINE BOUNDARIES DESCRIBED AS INTERIOR FACE.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORTS, INCLUDING RULES AND ADDITIONAL INFORMATION, FOR FURTHER DETAILS.

DIMENSIONS SHOWN THUS: 2.49* ARE TO THE FACE OF THE RESPECTIVE WALLS.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE & SEWERAGE	1.83	LP22165	LOTS IN LP22165
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-1	DRAINAGE	1.83	THIS PLAN	WHITEHORSE CITY COUNCIL
E-2	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-3	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 4 ON THIS PLAN
E-4	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 6 ON THIS PLAN
E-5	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 8 ON THIS PLAN
E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 11 ON THIS PLAN
E-7	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 13 ON THIS PLAN
E-8	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 15 ON THIS PLAN
E-9	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 16 ON THIS PLAN

TERRAIN CONSULTING GROUP PTY LTD
12 PARKHILL ROAD

SURVEYORS FILE REF: 10352

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 6

PLAN REGISTERED

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PS708593X

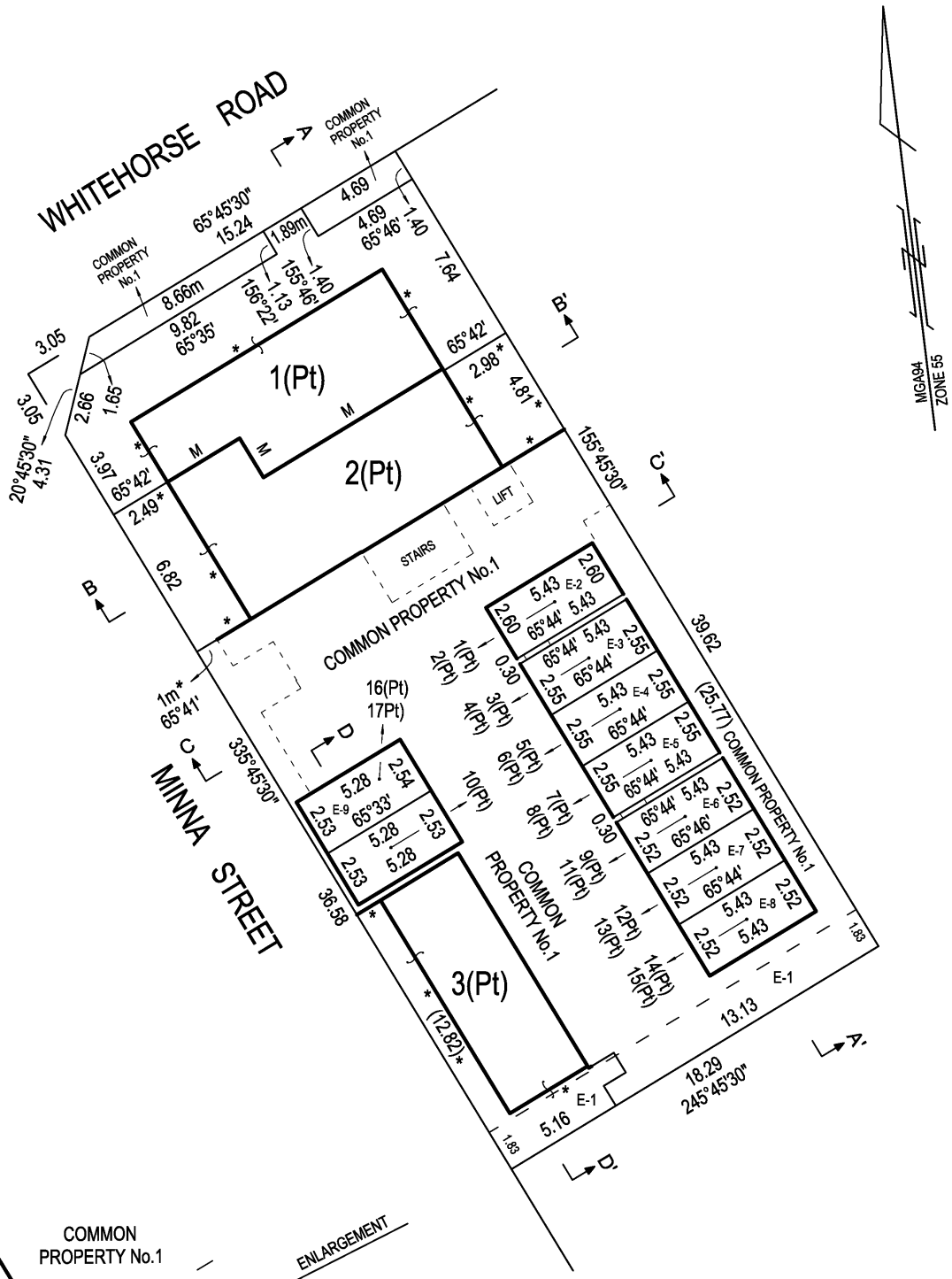
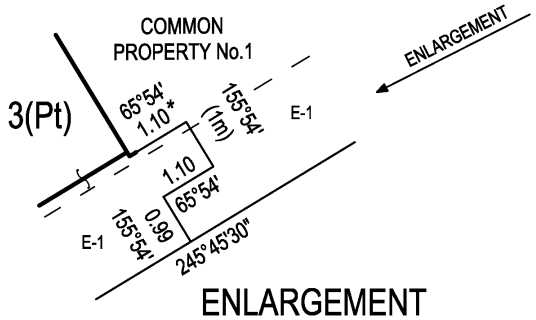


DIAGRAM 1
GROUND LEVEL



ENLARGEMENT
SCALE 1:100

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2

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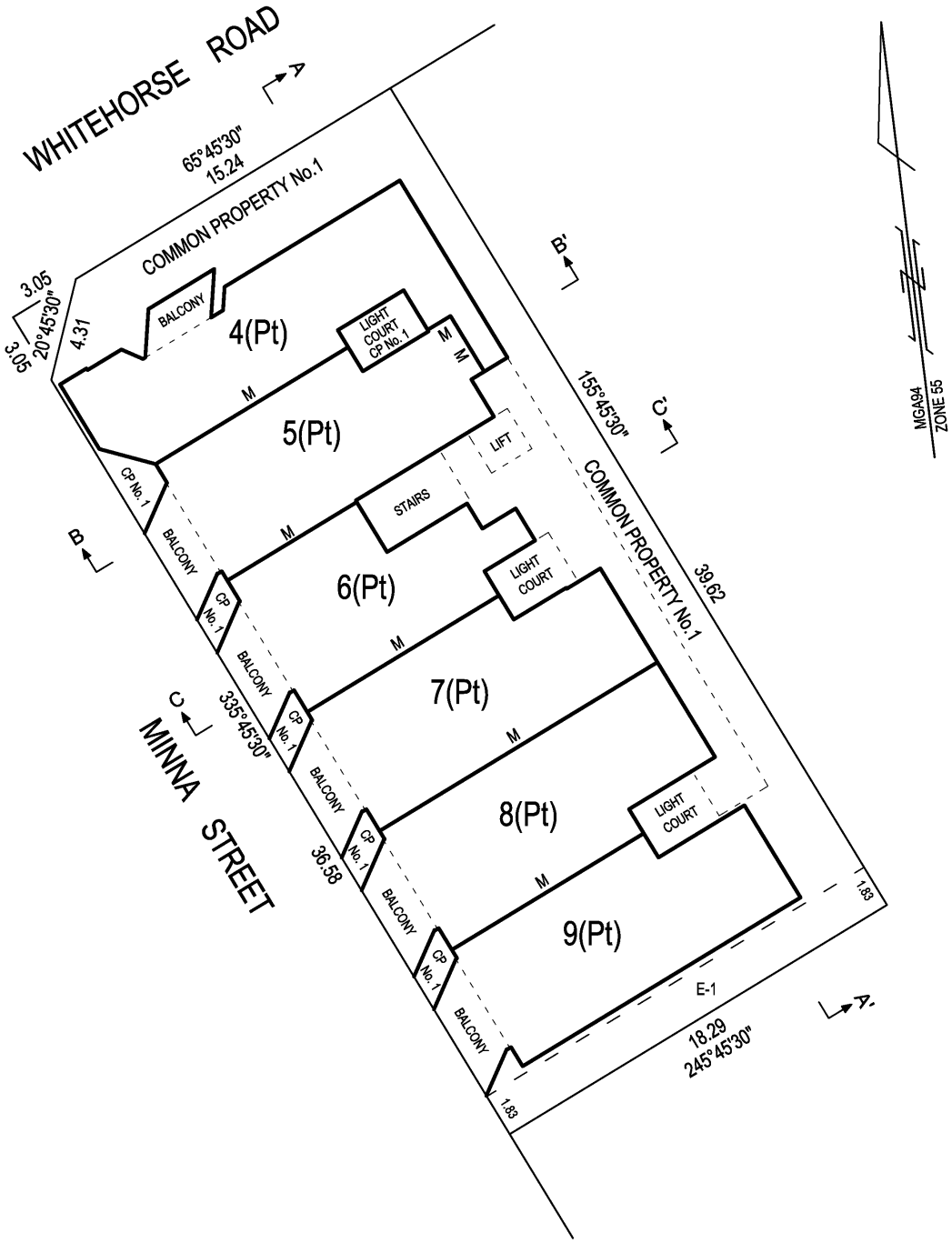


DIAGRAM 2
FIRST LEVEL

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3

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PS708593X

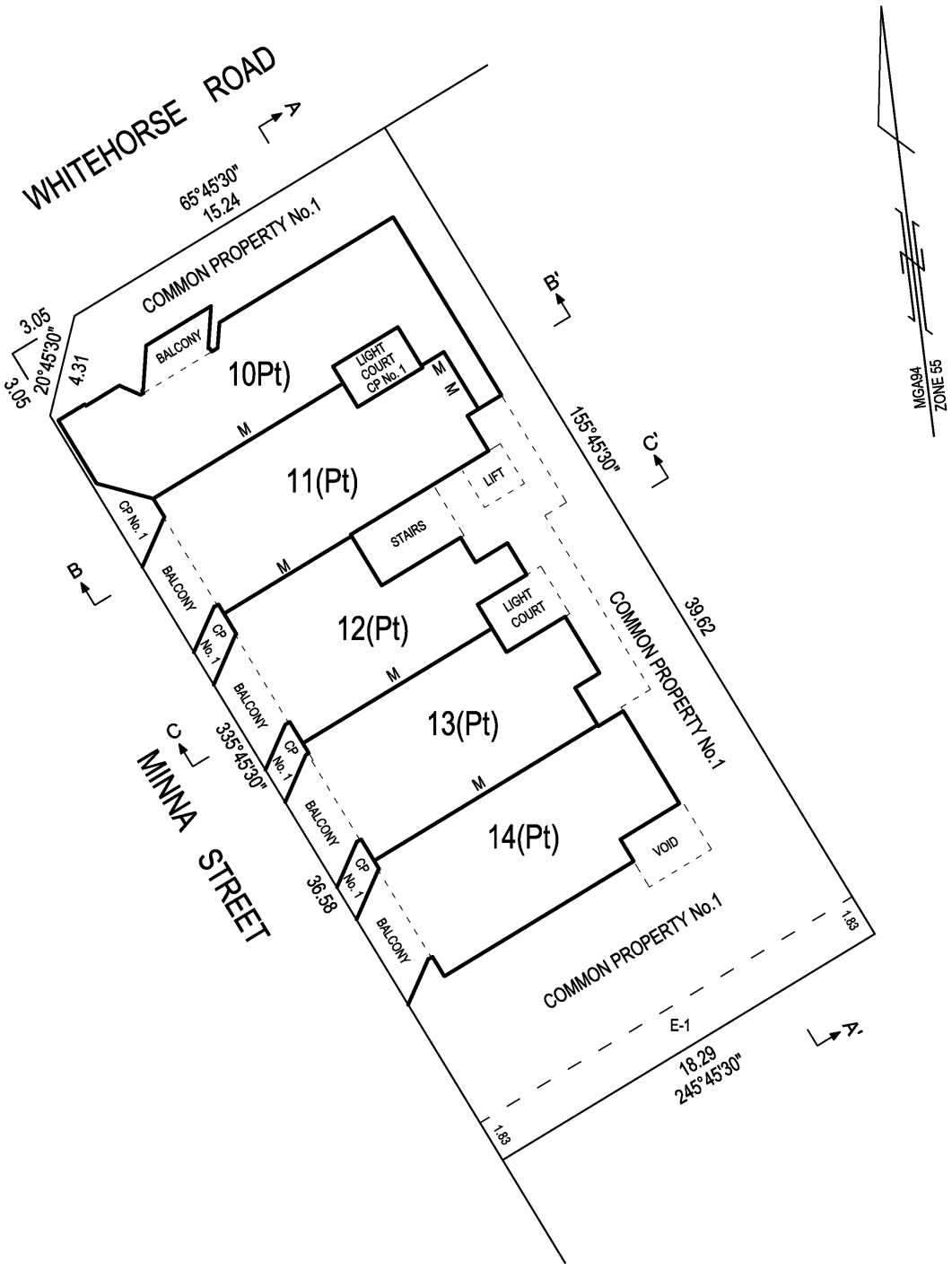


DIAGRAM 3
SECOND LEVEL

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4

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PS708593X

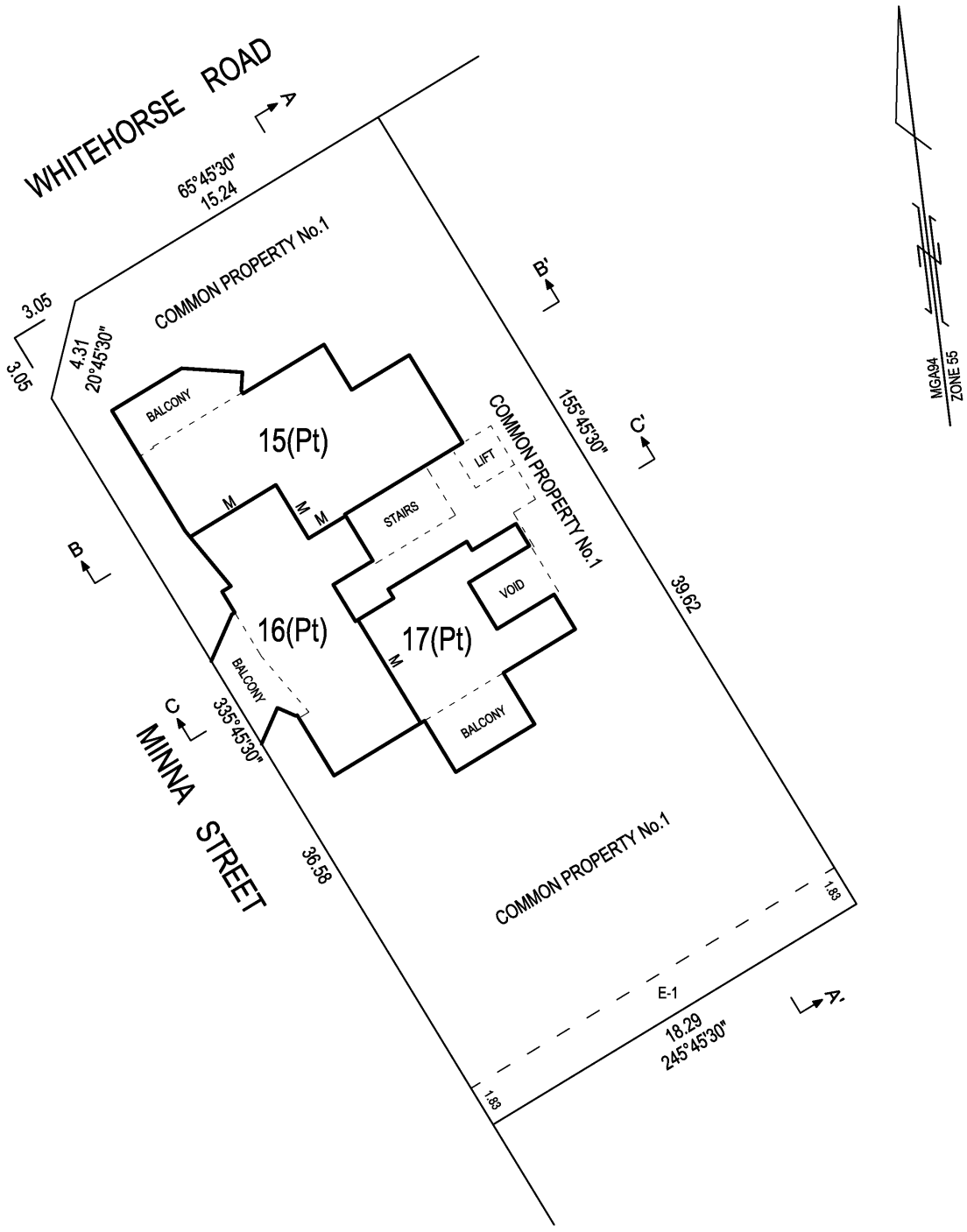


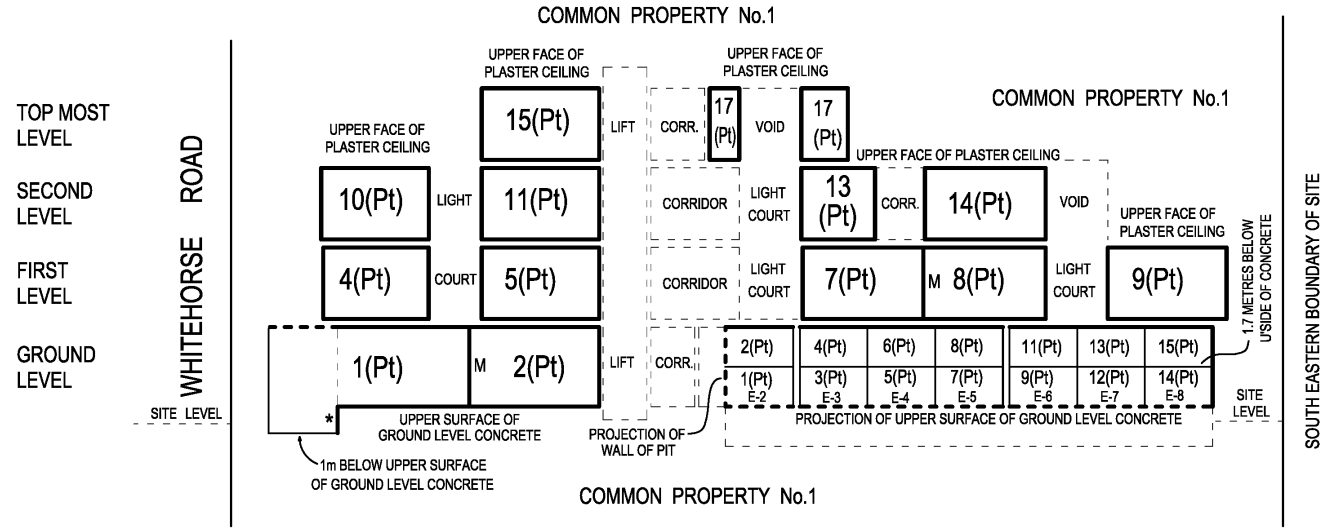
DIAGRAM 4

TOP MOST LEVEL

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5

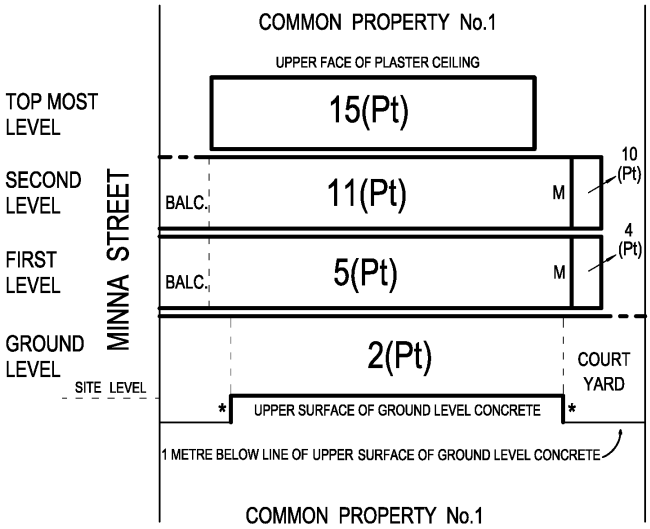
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SECTION A - A'

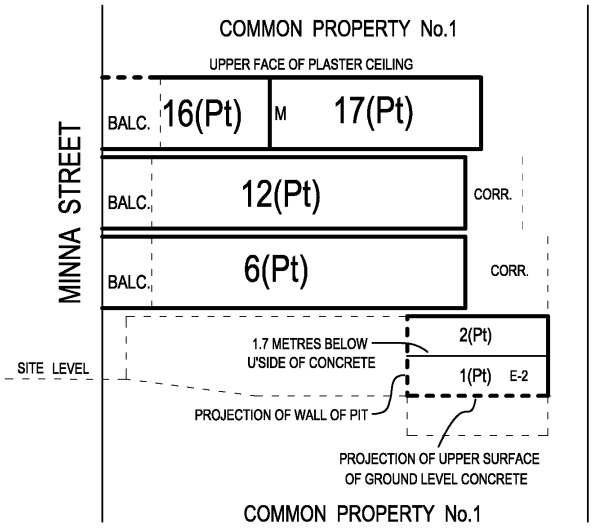
NOT TO SCALE



SECTION B - B'

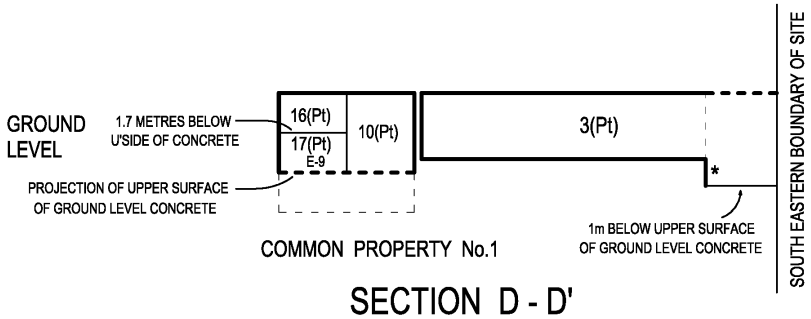
NOT TO SCALE

(TYPICAL FOR LOTS 1 AND 3)



SECTION C - C'

NOT TO SCALE



SECTION D - D'

NOT TO SCALE

TERRAIN CONSULTING GROUP PTY LTD 12 PARKHILL ROAD KEW VIC 3101	SCALE N.T.S.	0 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6

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CITY OF WHITEHORSE

Plan of Subdivision PS708593X

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061746M
Plan Number: PS708593X
Responsible Authority Name: Whitehorse City Council
Responsible Authority Permit Ref. No.: WH/2014/1245
Responsible Authority Certification Ref. No.: CRT/5874
Surveyor's Plan Version: 8

Certification

☑ This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

☑ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

◉ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Nathaniel Man
Organisation:	Whitehorse City Council
Date:	15/08/2016

PROPERTY REPORT

Energy, Environment and Climate Action

From www.land.vic.gov.au at 09 November 2024 09:07 AM

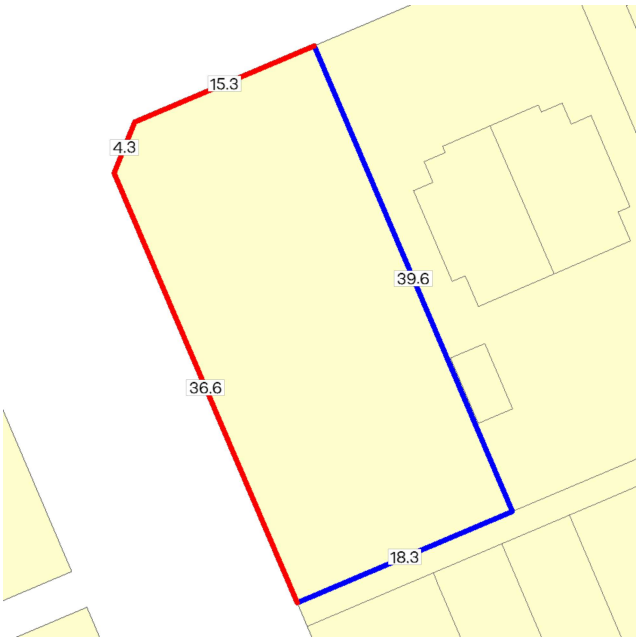
PROPERTY DETAILS

Address:	**101/18 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 4 PS708593**
Standard Parcel Identifier (SPI):	**4\PS708593**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**274124**
Directory Reference:	**Melway 47 G10**

Note: There are 17 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 720 sq. m
Perimeter: 114 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

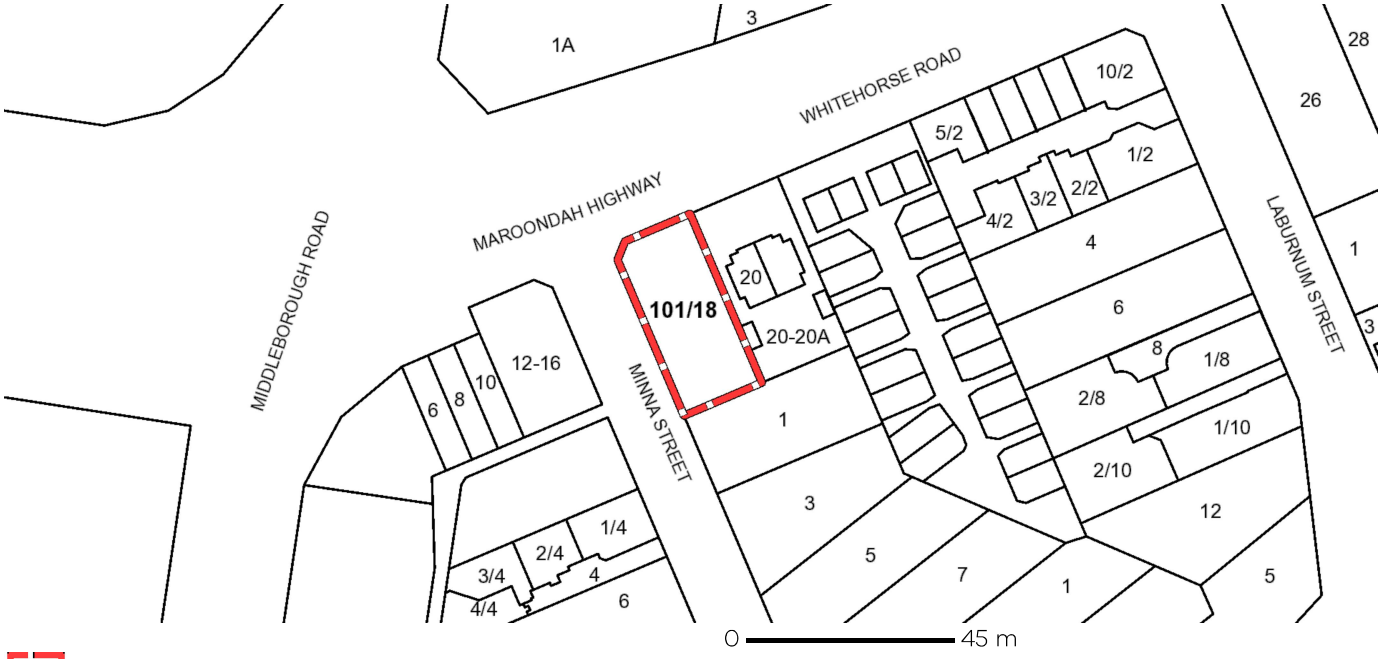
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 09 November 2024 09:07 AM

PROPERTY DETAILS

Address:	**101/18 WHITEHORSE ROAD BLACKBURN 3130**
Lot and Plan Number:	**Lot 4 PS708593**
Standard Parcel Identifier (SPI):	**4\PS708593**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**274124**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 G10**

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**

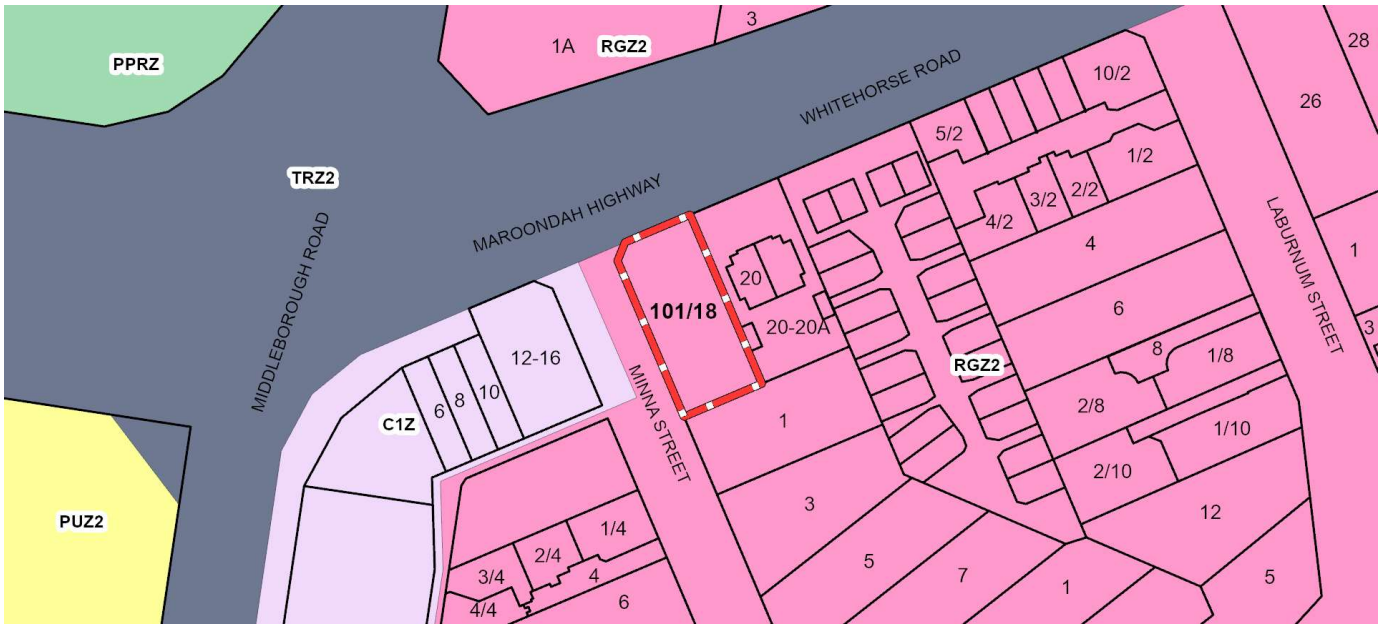
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE – SCHEDULE 2 (RGZ2)



C1Z - Commercial 1
PPRZ - Public Park and Recreation
PUZ2 - Public Use-Education
RGZ - Residential Growth
TRZ2 - Principal Road Network

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

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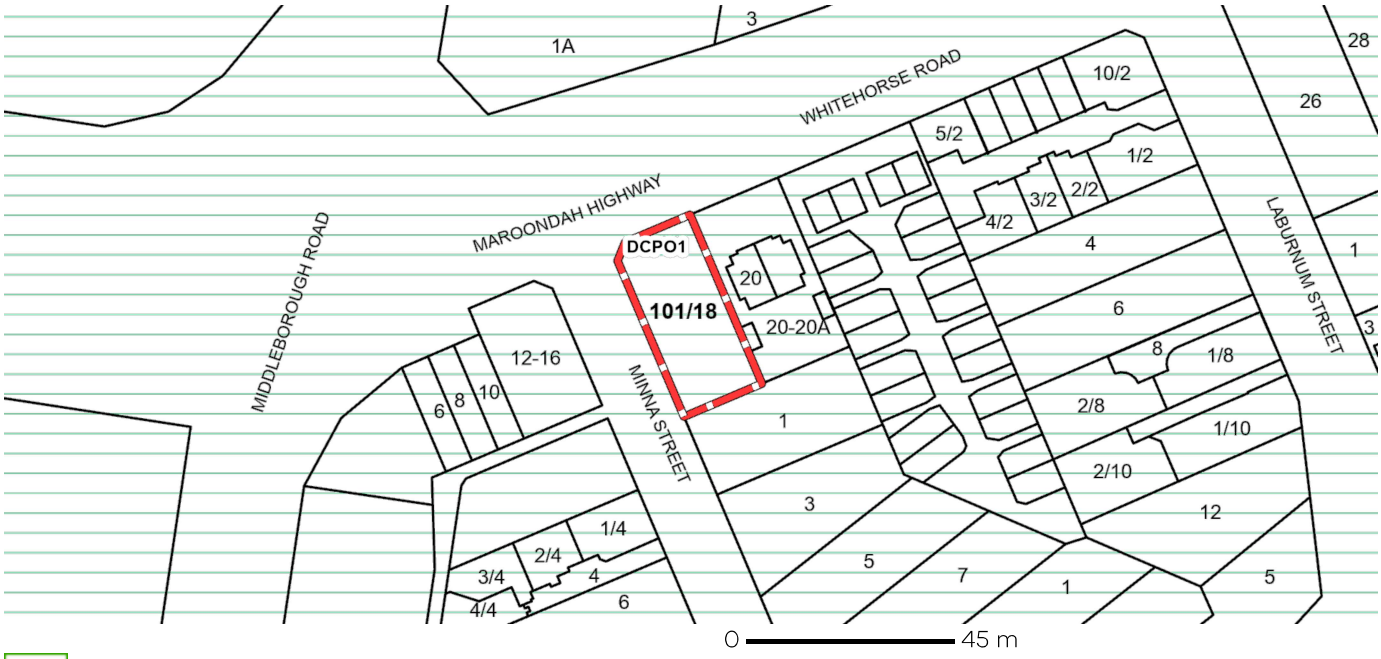
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

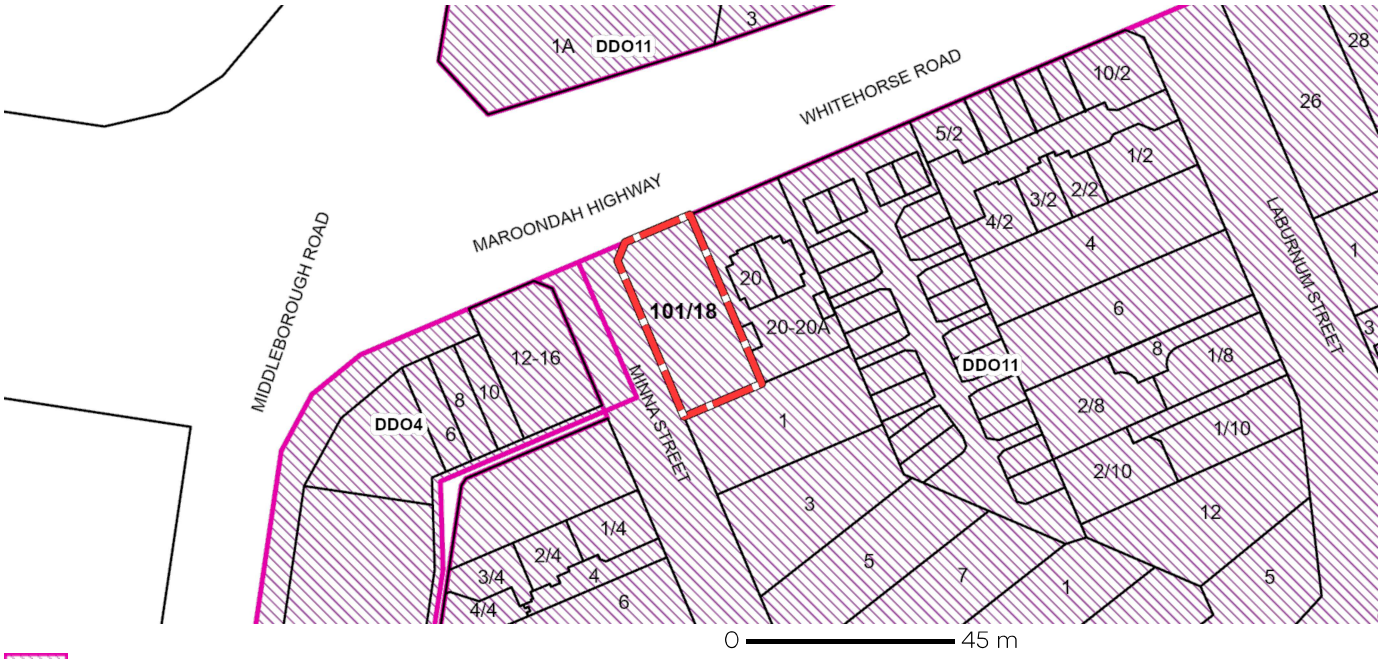


DCPO - Development Contributions Plan Overlay

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 (DDO11)



DDO - Design and Development 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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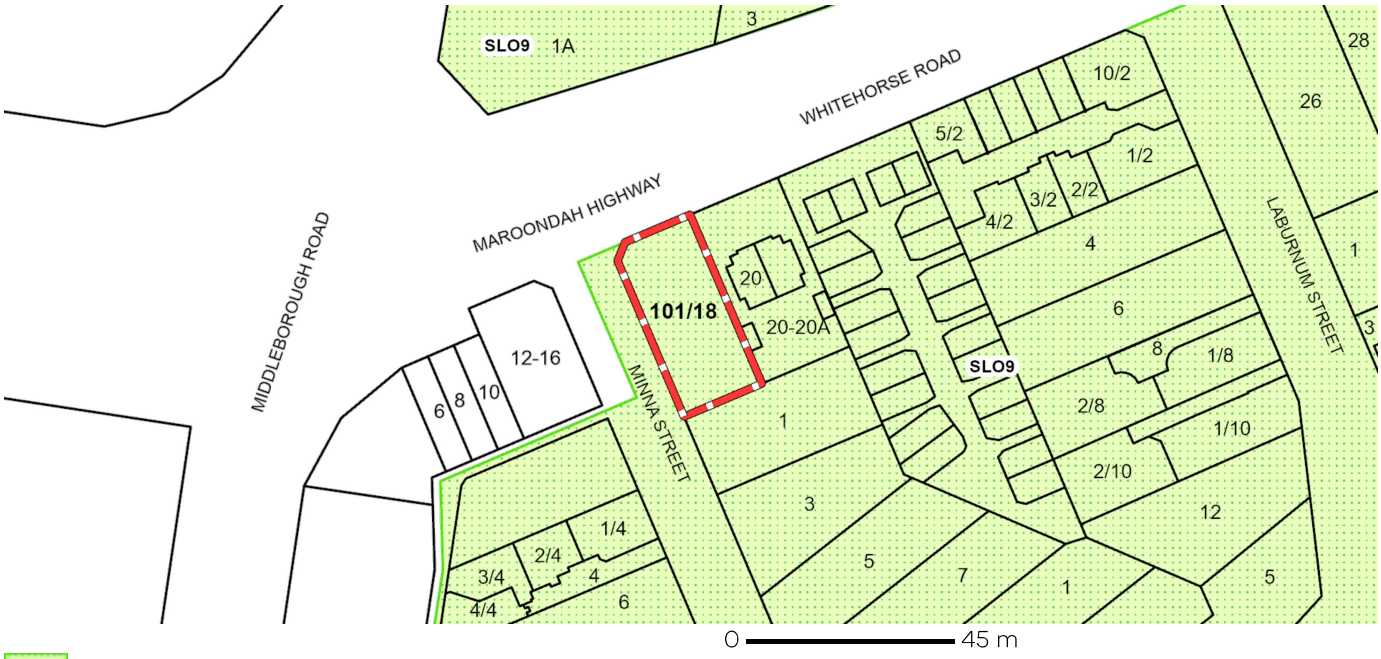
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY – SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

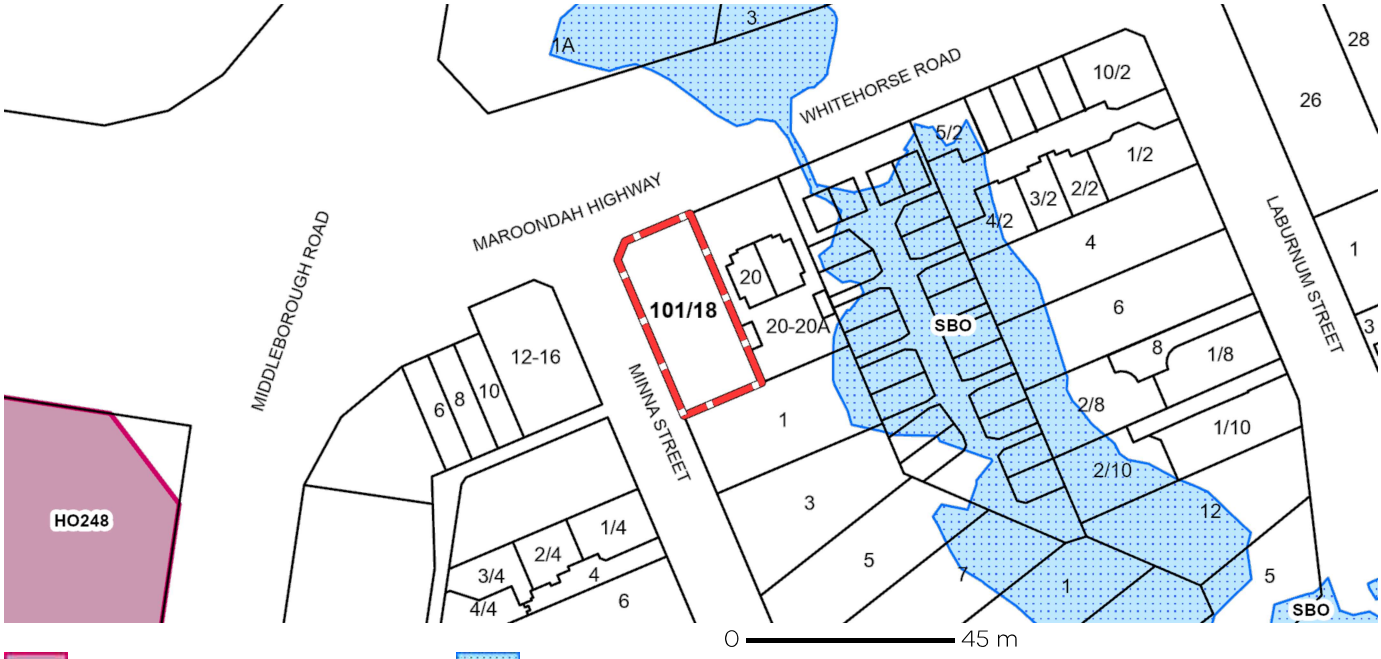
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



HO - Heritage Overlay

SBO - Special Building 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

Further Planning Information

Planning scheme data last updated on 6 November 2024.

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.maps.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

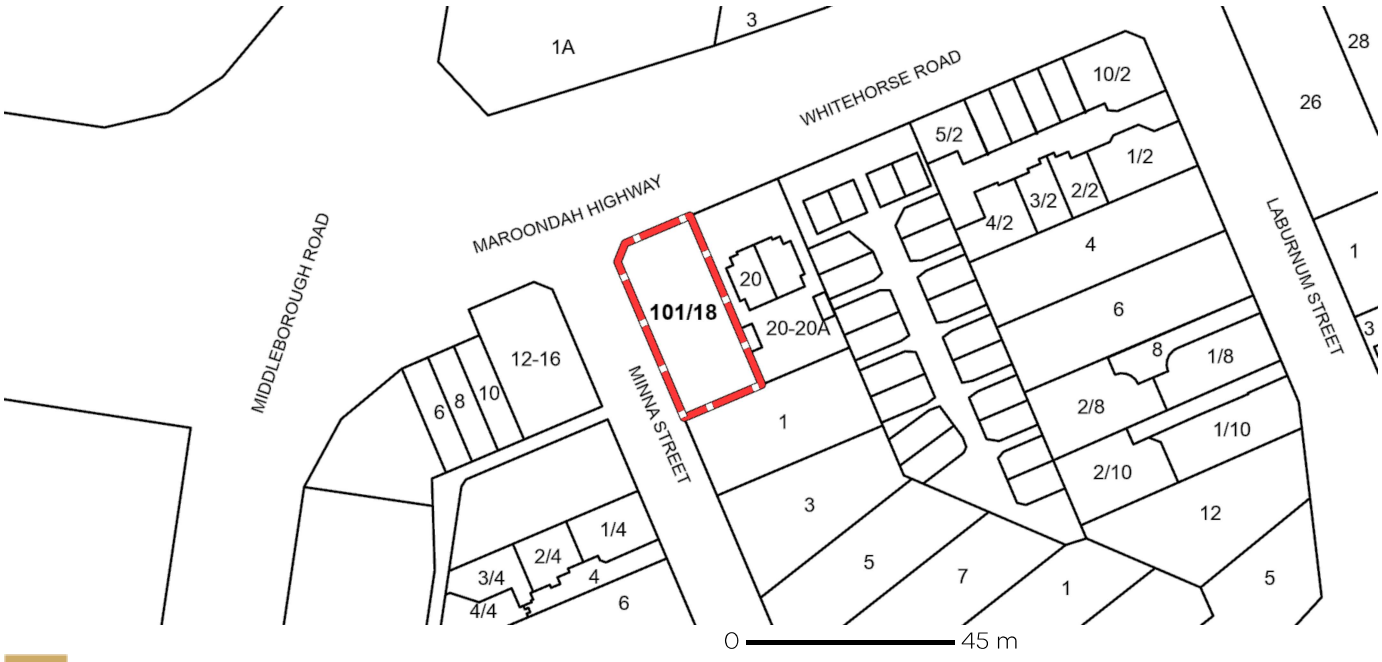
Environment, Land, Water and Planning

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

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

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

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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

9th November 2024

BLUE GEM CONVEYANCING

Dear BLUE GEM CONVEYANCING,

RE: Application for Water Information Statement

Property Address:	18 WHITEHORSE ROAD BLACKBURN 3130
Applicant	BLUE GEM CONVEYANCING
Information Statement	30898407
Conveyancing Account Number	6515391766
Your Reference	BGC2775

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
- Build Over Easement

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
Mitcham Victoria 3132

Private Bag 1
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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	101/18 WHITEHORSE ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

NO PROPERTY SERVICES ENCUMBRANCES FOR THIS ADDRESS.

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	101/18 WHITEHORSE ROAD BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

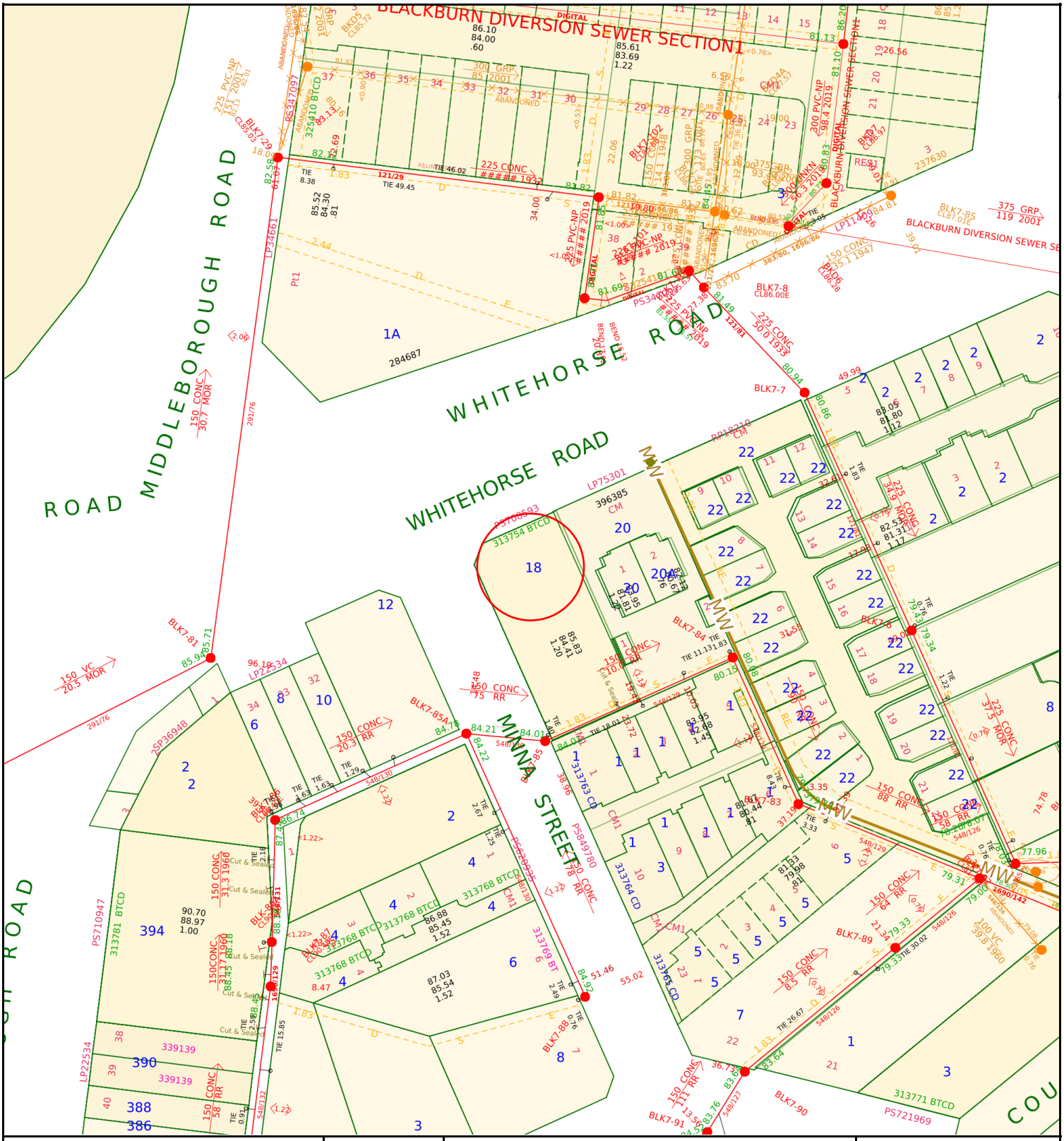
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30898407**	**Address**	18 WHITEHORSE ROAD BLACKBURN 3130	Yarra Valley Water ABN 93 066 902 501
	Date	09/11/2024	N
	Scale	1:1000	

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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ABN 93 066 902 501

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

BLUE GEM CONVEYANCING
admin@bluegemconveyancing.com.au

RATES CERTIFICATE

Account No: 2524406316
Rate Certificate No: 30898407

Date of Issue: 09/11/2024
Your Ref: BGC2775

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 101/18 WHITEHORSE RD, BLACKBURN VIC 3130	4\PS708593	5064959	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	$20.86	$20.86
Residential Water and Sewer Usage Charge *Step 1 – 18.000000kL x $3.43420000 = $61.82* Estimated Average Daily Usage $0.66	17-07-2024 to 18-10-2024	$61.82	$61.82
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	$119.50	$119.50
Parks Fee	01-10-2024 to 31-12-2024	$21.98	$21.98
Drainage Fee	01-10-2024 to 31-12-2024	$30.77	$30.77
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$3110.70
		Total for This Property	$3365.63

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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

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

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: 5064959

Address: UNIT 101/18 WHITEHORSE RD, BLACKBURN VIC 3130

Water Information Statement Number: 30898407

HOW TO PAY

Biller Code: 314567
Ref: 25244063164

Amount Paid		Date Paid		Receipt Number	

EasyAccess
Yarra Valley Water

Yarra Valley Water
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 9 April 2013

JASON MORRIS
THE O'NEILL GROUP
2 OXFORD ST
SOUTH YARRA VIC 3141

Reference Number: 4-385271
Installation Number: 16642112

BUILD OVER EASEMENT / ASSET CONDITIONS

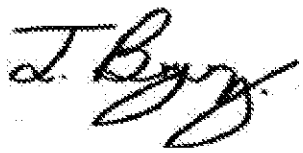
Applicant Name: JASON MORRIS
Property Address: 18 WHITEHORSE ROAD BLACKBURN 3130

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.



John Byrne
Title: Development Officer
Phone: 9872 2559
Email: jbyrne@yvw.com.au

Thank you for your application to build the proposed units,rear demountable courtyard deck & demountable garbage room over the sewer/easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer. The centre line of the 150mm diameter sewer is located 1.14metres from the rear boundary and is approximately 2.31metres deep.

Any structural members, footings and piers crossing the sewer must have a minimum 600mm vertical clearance from the sewer. The footings may be arched to achieve this clearance.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The existing sewer branch is to be cut and sealed as a new 150mm sewer branch will be constructed from Manhole BLK7-85 as per the approval on case 3-300429 dated 9/4/2013.

CONDITIONS OF APPROVAL

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.
Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.
Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.
Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

A copy of our guidelines are available on our website at:

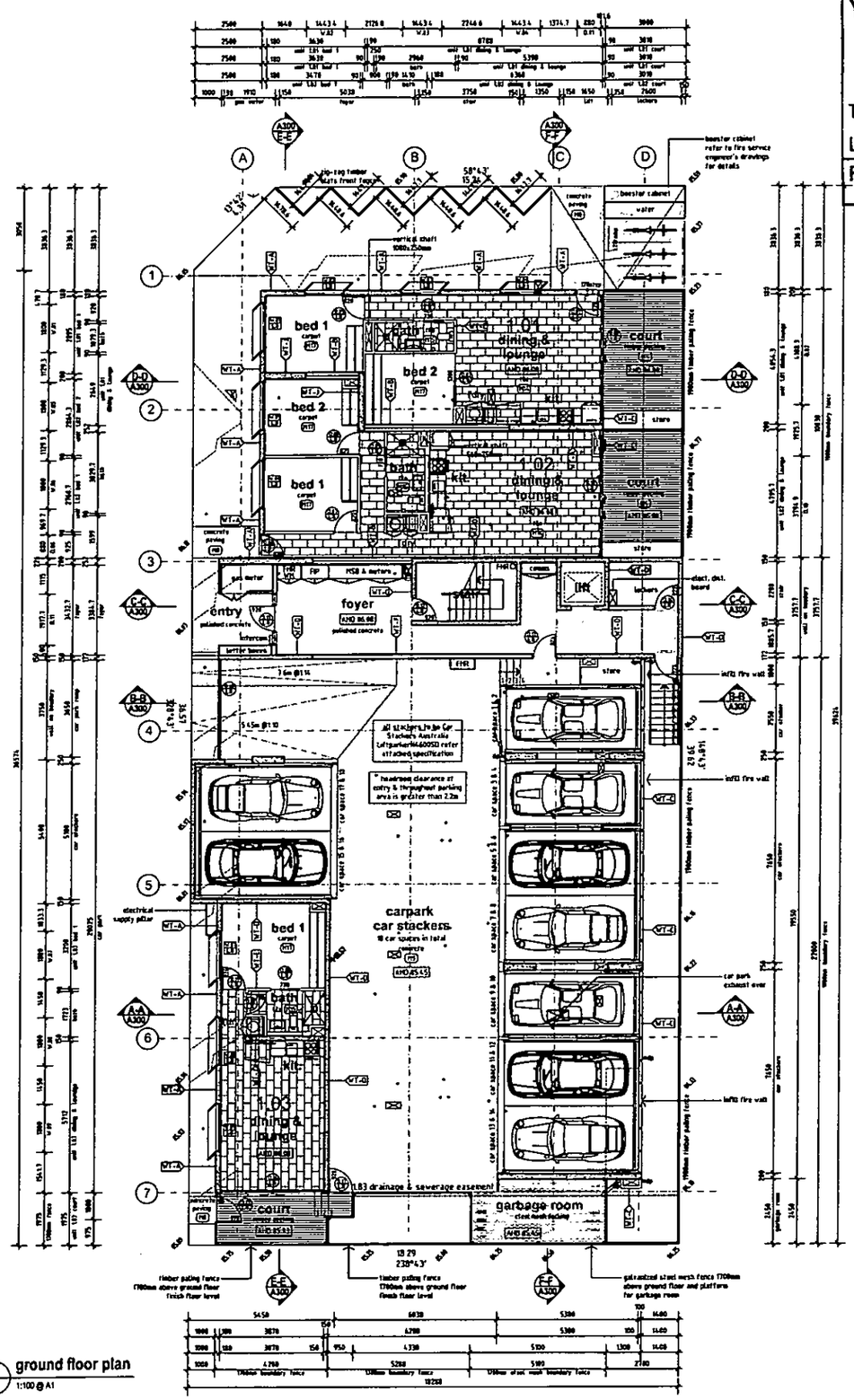
http://www.yvw.com.au/Home/Inyourbusiness/Buildingorextending/index.htm

I will be glad to answer any questions you may have and may be contacted on the number shown.

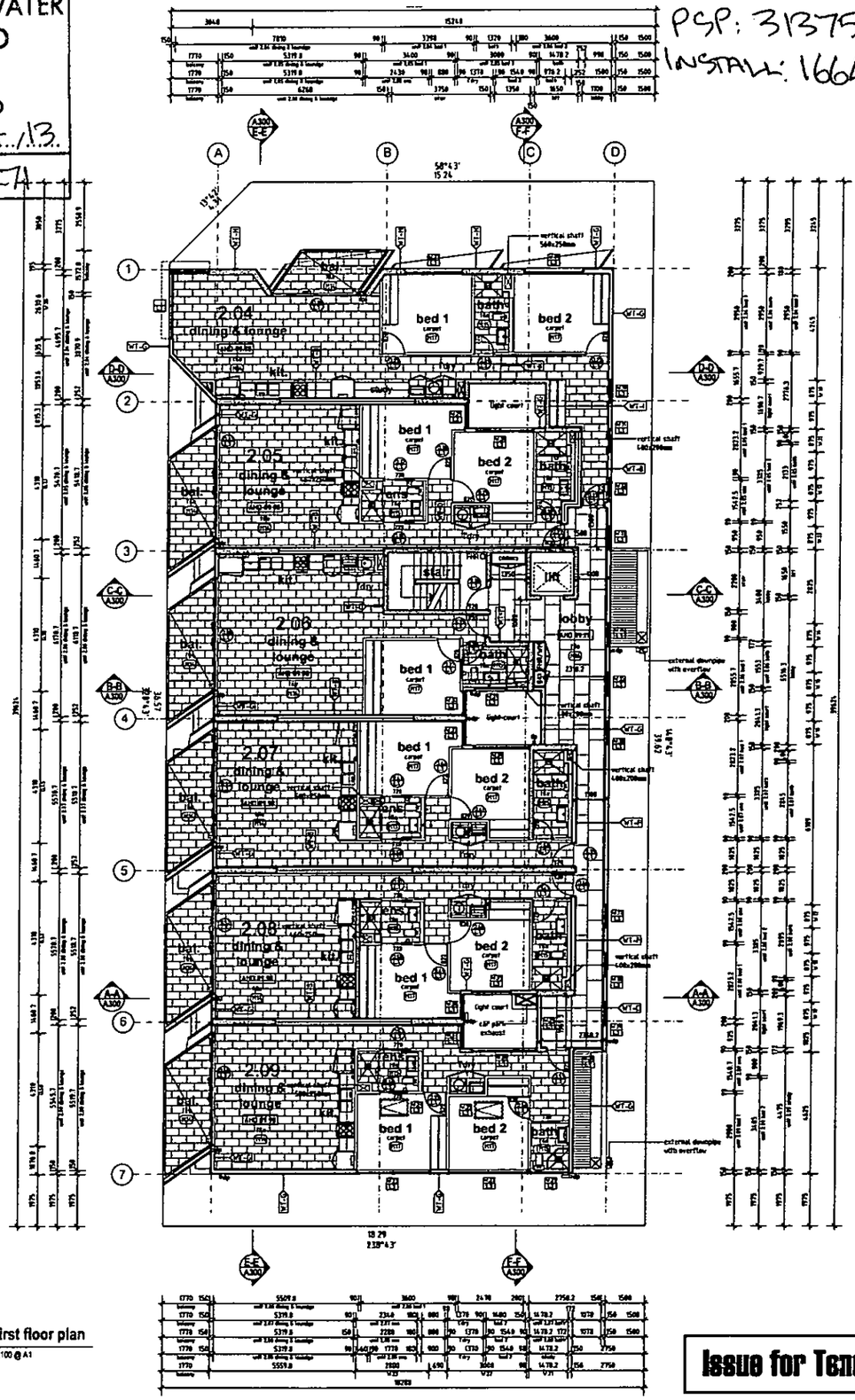
8 OF

PSP: 3137754
INSTALL: 16642112.

YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 9/4/13.
File No. 4-385271



ground floor plan
1:100 @ A1



first floor plan
1:100 @ A1

Issue for Tendering

REVISION:	ISSUE:	CHECKED:	DATE:	CAD FILE:
-	-	-	-	-
-	-	-	-	-
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DRAWING LEGEND:
- WD - WORKING DRAWINGS
- TI - TENDER ISSUE-NOT FOR CONSTRUCTION
- TP - TOWN PLANNING
- SK - SCHEMATIC DESIGN
- DD - DESIGN DEVELOPMENT

KAVELLARIS URBAN DESIGN
architecture interior planning urbandesign consultants
33 Victoria Parade, Collingwood 3066 - Vic Australia
t: + 61 3 9417 1116 f: + 61 3 9417 1119
enquiries@kud.com.au www.kud.com.au

PROJECT No: 11-0009

TITLE: Ground and First Floor Plans
ADDRESS: 18 Whitehorse Road VIC Blackburn
CLIENT: Roka Property Group Pty.Ltd

DATE:	DRAWN:	SCALE:	REV:	SHEET:	REASON FOR ISSUE:
04/04/2013	AL	as noted	-	A100	Tender

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 08/11/2024 02:59:13 PM

OWNERS CORPORATION 1
PLAN NO. PS708593X

The land in PS708593X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 17.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
SUITE 4 578-598 NORTH ROAD ORMOND VIC 3204

OC032054V 23/09/2016

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:
1. OC032055T 23/09/2016

Additional Owners Corporation Information:
OC032054V 23/09/2016

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	20	20
Lot 2	20	20
Lot 3	20	20
Lot 4	20	20
Lot 5	20	20
Lot 6	20	20

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/11/2024 02:59:13 PM

OWNERS CORPORATION 1
PLAN NO. PS708593X

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

Land Parcel	Entitlement	Liability
Lot 7	20	20
Lot 8	20	20
Lot 9	20	20
Lot 10	20	20
Lot 11	20	20
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Total	**340.00**	**340.00**

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

Statement End.

Owners Corporation Consultants & Managers
OCCM

ABN 58 615 067 046
M PO Box 4158, Balwyn East VIC 3103
P (03) 8840 7022
E info@occm.com.au
W www.occm.com.au

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation Plan No:	**PS 708593X**
Building Address:	**18 Whitehorse Road, Blackburn Vic 3130**
Applicant for the certificate:	**Landata**
Address for Delivery of Certificate:	**Landata.online@servictoria.com.au**
Date application was received:	**The 9th day of November 2024**
Date certificate is issued:	**This 19th day of November 2024**

This certificate is issued for Lot 4 on Plan of Subdivision No. PS 708593X Postal Address: Unit 101/18 Whitehorse Road Blackburn Vic 3130

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

(a) The current fees for the above lot are **$1,090.15** per quarter and increasing to $1,250.30 per quarter from 01/01/2025.

(b) The date up to which the fees for the lot have been paid is **30/06/24** for the levy period of 01/04/24 to 30/06/24.

(c) Total unpaid fees and levies are **$2,299.75** inclusive of interest totalling $0.00.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are as follows:

A Plumbing Works Special levy was struck due and payable 24/07/24 for the amount of **$634.50.** This amount remains unpaid and is included in Item (c).

An Insurance Premium Special Levy was struck due and payable 01/10/24 for the amount of **$450.00**. This amount remains unpaid and is included in Item (c).

A Budget Adjustment levy was struck at the Annual General Meeting held 11/11/24 due and payable 15/12/24 for the amount of **$160.16.** This amount has been remains unpaid.

An ESM Special Levy was struck at the Annual General Meeting held 11/11/24 due and payable 01/01/25 for the amount of **$424.79.** This amount remains unpaid.

An ESM Special Levy was struck at the Annual General Meeting held 11/11/24 due and payable 01/04/25 for the amount of **$1,038.98.** This amount remains unpaid.

(e) Repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (1) to (4) above are as follows:

None known of at this date

(f) The Owners Corporation holds the following insurance cover:

Insurer	CHU Underwriting Agencies Pty Ltd
Policy Number	HU0044602
Period of Insurance	23/09/2024 to 23/09/2025

Policies Selected:

Building	$7,766,156
Common Area Contents	$71,400
Loss of Rent & Temp Accommodation	$1,164,923
Public Liability	$20,000,000
Voluntary Workers	$200,000/$2,000
Fidelity Guarantee	$100,000
Office Bearers Legal Liability	$250,000
Machinery Breakdown	$50,000
Government Audit Costs	$25,000
Appeal Expenses	$100,000
Legal Defence Expenses	$50,000
Lot Owners Fixtures & Improvements	$250,000

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

(h) The total funds held by the Owners Corporation as at this date are as per the attached balance sheet.

(i) Liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (1) to (5) above are as follows:

None known of at this date

(j) Details of any current contracts, leases, licences or agreements affecting the common property for the owners corporation are as follows:

i. The Owners Corporation by Special Resolution has exercised Section 14 of the OCA 2006 to Allow the Owners Corporation to enter in to Leases and Licences for the use of the common property for the purposes of:

None known of at this date

ii. The Owners Corporation by Special Resolution has exercised Section 15 of the OCA 2006 to Allow the Owners Corporation to enter in to Leases and Licences for the acquisition of private property for use as Common property for the following:

None known of at this date

iii. The Owners Corporation has entered into contractual agreements for the following:

- Owners Corporation Manager
- Cleaning Contractor
- Fire Protection/ ESM
- Lift Maintenance
- Waste Management

Particulars of all Licences, Leases and Contracts are contained within the applicable Licences, Leases and Contracts. Copies of the Licences, Leases and Contracts will be kept by the Owners Corporation Manager for record keeping purposes.

(k) The owners corporation has no current agreements to provide services to lot owners, occupiers or the public for a fee.

(l) There are no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except for the following:

None known of at this date

(m) There are no 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 except for the following:

None known of at this date

(n) The Owners Corporation has resolved to appoint the following manager:

OCC Management Pty Ltd
PO Box 4158
BALWYN EAST VIC 3103
Contact: info@occm.com.au

(o) No proposal has been made for the appointment of an administrator.

(p) The documents that are attached to this owners corporation certificate are:

- The minutes of the last Annual/Special General Meeting
- A copy of the consolidated rules registered at Land Victoria
- A copy of the balance sheet for the owners corporation as at this date
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled “Statement of advice and information for prospective purchasers and lot owners”

Further information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

OCC Management Pty Ltd
info@occm.com.au

Dated: **19 November 2024**

The common seal of owners corporation plan no. 708593X was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:



Belinda Patience
For and on behalf of OCC Management Pty Ltd

OCC Management Pty Ltd, PO Box 4158 Balwyn East VIC 3103
Phone: 03 8840 7022. *E. info@occm.com.au*

OWNERS CORPORATION PS 708593X
The Common Seal OF
* * *

Owners Corporation Consultants & Managers
OCCM

ABN 58 615 067 046
M PO Box 4158, Balwyn East VIC 3103
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18 Whitehorse Road, Blackburn VIC 3130

PLAN OF SUBDIVISION PS 708593X

MINUTES OF ANNUAL GENERAL MEETING

Held on **Monday 11th November 2024** at 5pm
Via Microsoft Teams

Attendance
The following members were in attendance:

Lot Owner	Lot Number	Apartment Number
Fiona Youlten	Lot 3	Apt G03
Jiajun Yang (Johnny)	Lot 5	Apt 102
Raechel Benson	Lot 6	Apt 103
Malcolm Colless	Lot 12	Apt 203

Proxies
The following members were in attendance by proxy:

Lot Owner	Lot Number	In Favour Of
Nil	Nil	Nil

Apologies
The following Members lodged their Apology:

Lot Owner	Lot Number
Nil	Nil

In Attendance by Invitation

Belinda Patience	Representing OCC Management Pty Ltd

1. Establish Quorum

For the Owners Corporation, there were 4 of the 17 lots present in person or by proxy at the meeting totalling 23.53%. The Owners Corporation acknowledges that a quorum of Lot Owners in attendance (in person/or by proxy) **was not** present.

Pursuant to s. 77 Owners Corporations Act 2006, the quorum of an Owners Corporation is 50% of lot entitlement.

The meeting proceeded noting that the resolutions made in this meeting pertaining to the Owners Corporation are interim decisions.

The Minutes of the Annual General Meeting have been circulated within 14 days of the meeting and will become binding on 29 days after the meeting, unless Members representing 25% of the lot entitlement for any of the Owners Corporations petition for a further meeting within 28 days of the meeting.

2. Appointment of Chairperson for the Meeting

The Owners Corporation resolved to appoint Belinda Patience as the Chairperson of the meeting.

3. Accept Minutes of the previous Annual General Meeting

The Owners Corporation resolved that the Minutes of the Annual General Meeting held on 20th November 2023 be taken as read and confirmed as a true and correct record of the meeting.

4. Owners Corporation Manager's Report

The Owners Corporation acknowledged the Manager's Report as presented.

5. Owners Corporation Committee Report

The Owners Corporation acknowledged the verbal Committee Report as presented below;

- Two special levies were raised for insurance renewal and plumbing works to the building.
- Ongoing issues with damage to the garage door were experienced. This is now no longer an issue, as the sensors were raised and the door was fixed. Rubbish is now collected outside the garage to avoid further issues with the gate being damaged by the waste truck.
- ESM requirements are pending to be completed. Pending quotes were assessed and consolidated for the consideration of the Owners Corporation at AGM later in the meeting.
- Pruning around rear of the building was completed.

6. Review of Insurance Cover

The Owners Corporation accepted and endorsed the components of the insurance policy as outlined in the Certificate of Currency attached to the Notice of Meeting and that a copy of the Product Disclosure Statement (PDS) and a copy of the Financial Services Guide (FSG) is available from the Manager upon request.

The Owners Corporation acknowledged that the Owners Corporation Manager can renew the Building Insurance should Owners not respond to the Renewal Ballot in a timely manner.

7. Insurance Valuation

The Owners Corporation acknowledges that the last Insurance Valuation was obtained on 22nd November 2023 and agrees to have the Valuation renewed in 2028.

8. Financial Accounts

The Owners Corporation acknowledged that the Financial Accounts as tabled be adopted as the Financial Record of Owners Corporation.

9. Administration Fund Budget

The Owners Corporation resolved to adopt the proposed Administration Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 30th September 2025 of $80,020.00.

10. Introduction of Maintenance Fund Budget

The Owners Corporation resolved to adopt the proposed Maintenance Fund Budget as tabled, and the Administration Fund levies are to be raised across this current financial year to 30th September 2025 of $5,000.00.

11. Budget Adjustment Levy

The Owners Corporation acknowledged that a Budget Adjustment Levy be struck to be due and payable with the next quarters levies due.

12. Once off ESM Special Levy

The Owners Corporation is required to undertake some pending works relating to ESM Compliance to the building. The owners were asked to review the quotations listed below, which were also included as Online Attachments for owners' information:

- Quotation 2219 – $4,361.50 incl GST
- Quotation 2036 - $11,013.20 incl GST
- Quotation 2218 - $2,288.00 incl GST
- FIP and Field Devices (5 yearly testing) - $1,644.50 inc. GST
- Hydrant System (5 yearly testing)- $5,577.00 inc. GST

The Owners Corporation Manager and Chairperson have been discussing these requirements with the ESM Contractors to confirm all outstanding items for the building, so that they can be rectified accordingly, to ensure that there was no doubling up with pending quotations.

The Owners Corporation would need to raise a once off special levy for the required ESM compliance to take place and be completed. Below are the two levy options that were presented at the meeting:

1. Raise a levy amount for the total of the five pending quotations– which would work out to be $24,884.15 total (or $1,463.77 per lot, which would be on top of the proposed admin fund of $1,176.76 per quarter, and a further $73.53 per quarter of maintenance fund contributions that we are going to recommend to commence to avoid the need of raising special levies moving forward for ongoing building maintenance.
2. Raise a levy amount for only the 5 yearly quotations now (as they are overdue and need to be completed), and raise a separate levy for the remainder of the works in the new year to spread out the financial burden on owners (see below):
    a. Levy 1 total - $7,221.50 - $424.79 per lot (to be raised before the end of the year)
    b. Levy 2 total - $17,662.65 - $1,038.98 per lot (to be raised in the new year).

After discussion, it was resolved that the Owners Corporation approve the required ESM levy to be raised, for a total of $24,884.15 to fund the pending ESM requirements for the building, with the method of the levies to be raised as per Option 2.

The first levy will be raised before Christmas (and will fall due in January 2025), with the second levy to be raised in March, due date for 1st April 2025. The Owners Corporation Manager would make the required arrangements with the ESM contractor to have the works completed as the levies are paid by the Owners.

13. Penalty Interest

The Owners Corporation authorised interest to be charged on fees in arrears greater than 30 days at the interest rate payable under the Penalty Interest Rate Act 1983.

The Owners Corporation authorised the Owners Corporation Manager be delegated the power to waive interest outstanding on any case up to the equivalent of 30 days interest.

The Owners Corporation authorised OCC Management to waive interest without approval up to the amount of $50.00 or the equivalent of one Quarter.

14. Committee Election

The Owners Corporation resolved to elect the following members to serve as the Committee until the next Annual General Meeting:

Name	Lot Number	Position
Malcolm Colless	12	Member
Raechel Benson	6	Member
Fiona Youlten	3	Chairperson
Johnny Yang	5	Member

15. Delegation of Powers to the Committee

The Owners Corporation resolved to delegate all the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) Owners Corporations Act 2006. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation.

A resolution by the Committee that is made in respect to any matter for which the powers have been delegated to it has the effect of a resolution made on behalf of the Owner's Corporation. Such resolutions include, but are not limited to, the power to pass a resolution to affix the common seal.

The Owners Corporation resolved to delegate all the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) Owners Corporations Act 2006 to enable the Manager to carry out its functions. These powers and functions are set out the in the Owners Corporations Act 2006, Owners Corporations Regulations 2018 and Rules of the Owners Corporation

16. General Business

a) Edging Repairs
The Owners Corporation Manager advised that they would reach out to Paul Feeney, who completed recent repair works to the awnings, to see if he could assist with quoting for edging repairs to the garden beds, in particular near the outside of G02 and G03.

b) Garden Areas and Maintenance

It was noted that once the Owners Corporation had surplus funds available, that improvements to the common area gardens would be looked into by the Committee.

c) Noise Disturbances
It was noted that banging and loud noises are being heard from one of the residencies in the building, and that it was coming from U105. The Owners Corporation Manager would reach out to the owner of the Unit to address the concerns raised and remind the owner that all tenants must be mindful of their neighbours and not create any undue noise disturbances.

17. Meeting Closure

With no further matters to discuss, the meeting was declared closed at 6:15pm.

OWNERS CORPORATION PLAN OF SUBDIVISION PS 709593X

CONSOLIDATED RULES

1 Health, safety and security

Health, safety and security of lot owners, occupiers of lots and others

(a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

(1) use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

(2) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;

Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to –

a. Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

b. Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Waste disposal

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

2 Management and administration

Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by an other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

(d) An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a caravan, speedboat or vessels of any description in or on common property

(e) An owner or occupier of a lot must not leave storage containers, shipping containers or containers of any description in or on common property.

Residents moving in or vacating

Residents intending to move furniture, household goods or electrical appliances in or out must not

(a) do so without notifying the Caretaker at least 48 hours prior to the proposed move and without receiving approval from the Caretaker for the day and time of the proposed move;

(b) permit any carriers or trades people to commence operations prior to their making contact upon arrival with the Caretaker.

(c) Commence any operations to move **furniture, household goods or electrical appliances in or out without first requesting the Caretaker to ensure the Lift protection blanket has been installed to the Lift.**

Selling or Leasing signs

Member of a Lot must not affix or allow to be affixed any For sale or For lease boards on common property without first seeking permission from the Owners corporation Manager. There is to be no more than **TWO** signs erected at the property at any time.

NB. THREE (3) signs only will be permitted to be erected at the property in the first four months from the date the Plan of Subdivision was registered. After this period the above Rule applies.

*** All signage must be in accordance with council regulations and / or at the Owners corporation discretion.**

Window furnishings

An owner or occupier must not install or permit the installation of any awnings or blinds other than **Karma Room Darkening 07/2015, Stealth 2800mm wide, 100% polyester.**

Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

3 Lots

Change of use of lots

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

Example

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

Smoke detector caps

An owner or occupier must ensure that smoke detector caps are installed on all smoke detectors when conducting any works that may cause the smoke detector to activate. Should a smoke detector be activated when works are carried out resulting in an attendance by the MFB the cost of any MFB call out will be borne by the owner or occupier of that Lot.

Washing / Clothes drying

An owner or occupier **MUST not** place any washing or conduct any clothes drying by placing the washing or clothes to be dried on any balcony.

5 Behaviour of owners, occupiers and invitees on common property

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

Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporation Act 2006.**

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporation Act 2006.**

I hereby certify these rules to be a true & a correct copy of the rules made at the Inaugural Annual General Meeting on 10th August 2016.

Kevin O'Neill
Owners Corporation Manager

The Members of this Owners Corporation have resolved that any advertising signage used by Members of this Owners Corporation or their real estate agents must comply strictly with the following specifications:

- No sign should be erected until **approval has been obtained** from the Owners Corporation- (**by application to the Manager** or Committee Chairperson)

- Maximum size for any sign should be 1800mm x 1200mm (6' x 4')

- Signs must be free standing and not attached to, or supported from, any common property

- Smaller "For Lease" signs should preferably be made of lightweight corflute materials or similar, with dimensions of 1200mm x 900mm (4' X 3').

- Any damage caused by the erection of the sign (damaged gardens, fences, or ruptured cables or pipes etc) shall be the responsibility of the real estate agent

- "For Sale" and "For Auction" **signs may be erected for a period of one (1) month before the auction/ sale date** and **for a maximum period of five (5) weeks**. Should the sign need to be erected for a longer period, prior approval from the Owners Corporation must be sought.

- "For Lease" or "For Rent" signs may be erected for a maximum period of five (5) weeks. Should the sign need to be erected for a longer period, prior approval from the Owners Corporation must be sought.

- Unauthorised signs will be removed and disposed of by the Owners Corporation at the cost of the real estate agent.

Owners are requested to inform the real estate agent(s) handling their property of their need to comply strictly with these requirements of the Owners Corporation

OCC Management Pty Ltd
PO Box 4158 BALWYN EAST VIC 3103 ABN: 58 615 067 046
Ph: 03 8840 7022 Email: info@occm.com.au

Balance Sheet - O/Corp 708593X
18 WHITEHORSE ROAD, BLACKBURN, VIC 3130
For the Financial Period 01/10/2024 to 19/11/2024

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
PS 708593X	$2,189.07	$147.06	$2,336.13
Macquarie Bank BSB: 183-334 Acc No: 282514975			
Levies Receivable	$8,474.40	$0.00	$8,474.40
Receivable (Sundry Debtor)	$66.00	$0.00	$66.00
Total Assets	**$10,729.47**	**$147.06**	**$10,876.53**
Liabilities			
Accounts Payable (GST Free)	$3,165.26	$0.00	$3,165.26
Paid in Advance	$1,690.64	$147.06	$1,837.70
Total Liabilities	**$4,855.90**	**$147.06**	**$5,002.96**
Net Assets	**$5,873.57**	**$0.00**	**$5,873.57**
Owners Funds			
Opening Balance	$(629.72)	$0.00	$(629.72)
Net Income For The Period	$6,503.29	$0.00	$6,503.29
Total Owners Funds	**$5,873.57**	**$0.00**	**$5,873.57**

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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 the documents you have received from the owners corporation, you should seek expert advice.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0044602
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	23/09/2024 to 23/09/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 708593X
Situation	18 WHITEHORSE ROAD BLACKBURN VIC 3130

Policies Selected

Policy 1 – Insured Property
Building: $7,766,156
Common Area Contents: $71,400
Loss of Rent & Temporary Accommodation (total payable): $1,164,923

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $250,000

Policy 6 – Machinery Breakdown
Sum Insured: $50,000

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Sum Insured: $250,000

Flood Cover is included.

Date Printed 02/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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