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Solicitors for the Vendor

**WOOD FUSSELL**  
S O L I C I T O R S

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# **CONTRACT OF SALE**

**Property offered**

**15 DEAN STREET, KEW, VICTORIA 3101**

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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# 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:

Print name(s) of person(s) signing

HAIBIN XIAO and

on 09.04.2022

Yanan Zhang

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:

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

JOAN SAW

on 09.04.2022

State nature of authority, if applicable:

POWER OF ATTORNEY

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

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## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

#### THE NEIGHBOURHOOD PROPERTY COLLECTIVE

Commo Centre T103, Level 2, 299 Toorak Road,  
South Yarra, Vic 3141

Phone: 0416 950 188 Email: carmela@thenhhd.com

Contact: Carmela Dimasi

### VENDOR

#### YEW HEE KOH AND LAI WAN KOH

both of 802/15 Queens Road, Melbourne, Victoria 3004.

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

#### WOOD FUSSELL SOLICITORS

Level 3, 443 Little Collins Street, Melbourne 3000

GPO Box 395, Melbourne 3001 DX 617 Melbourne

Phone: 9670 2666 Email: davidwood@woodfussell.com

Contact: David Wood Ref: 8339

### PURCHASER

HAIBIN XIAO & YANAN ZHANG and/or  
nominee

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Henley LLC

Address: 1378A Toorak Road, Camberwell. 3124

Phone: 9889 7988 Fax:

Contact:

DX:

Email: convey11@henleyllc.net

**LAND** (general conditions 7 and 13): The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 02290 Folio 949	1	437016K
Volume Folio		

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 **15 DEAN STREET, KEW, VICTORIA 3101**

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

All fixed floor coverings, window furnishings and electric light fitting, as inspected

**Payment**

Price

\$ 2,400,000

Deposit

\$ 240,000

by 11 / 04 / 2022 of which \$ 50,000 has been paid.

Balance

\$ 2,160,000

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 10 / 08 / 2022

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 14<sup>th</sup> day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**Lease (general conditions 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 ..... / ..... / ..... With [.....] options to renew, each of [.....] years

OR

- ☒ a residential tenancy for a fixed term ending on 13/01/2023.

OR

- ☐ a periodic tenancy determinable by notice

**Terms contract (general conditions 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** (refer to general condition 20)

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

Lender.....  
(or another lender chosen by the purchaser)

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

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

## **Special Conditions**

**1. Auction**

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

**2. Planning Provisions**

The property is sold subject to any restrictions as to user under any order, plan, scheme, regulation or by-law contained in or made pursuant to any legislation to control the use of the land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this contract, and the purchaser shall not make any requisition or objection, nor be entitled to any compensation from the vendor in respect thereof. The purchaser shall not be entitled to rely upon any representations or statements made by the vendor or its agent in respect of the use to which the property may be put unless same are included in this contract or in the Vendor's Statement.

**3. Improvements**

The vendor declares and the purchaser acknowledges that the buildings and structures erected on the land sold (and if applicable, the development of which the Lot hereby sold forms part) may not be built in accordance with any or all Acts of Parliament by-laws ordinances or permits. The purchaser shall be deemed to purchase the buildings and structures in their state as at the date of this contract. No warranty or representation on the part of the vendor is given or implied as to the state quality or fitness of the buildings and structures or as to the construction or the materials used in the construction thereof and in particular the vendor makes no warranty as to whether or not there are any defects both latent and patent in respect of the buildings, structures or improvements as at the date hereof. The purchaser shall not make any requisition or claim for damages or compensation against the vendor for any loss damage cost or expenses arising from the state, quality or fitness of or defects in the buildings, structures and improvements or the construction or the materials used in the construction thereof.

**4. Foreign Acquisitions And Takeovers Act 1975**

- 4.1 The purchaser warrants to the vendor that the provisions of the Foreign Acquisitions and Takeovers Act 1975 ("the Act") do not apply to the purchaser or to this purchase and agrees that in the event of a breach of this warranty, the purchaser will indemnify the vendor against any penalties, fines, legal costs, claims, losses or damages which the vendor suffers as a direct or indirect consequence of a breach of this warranty.

- 4.2 If this contract does not proceed to settlement due to the application of the Act, then the deposit paid by the purchaser shall be forfeited to the vendor as the vendor's absolute property in addition to the vendor's right of indemnity under this special condition.
- 4.3 Notwithstanding the provisions of general condition 5, the vendor is not obliged to obtain any necessary consent or licence required by or under the Act for the purchase of the property by the purchaser.
- 4.4 This special condition will not merge on settlement.

## **5. Joint And Several Obligations**

When more persons than one are purchasers the word "purchaser" wherever occurring in this contract or in any conditions implied or incorporated by reference herein shall be read as "purchasers" and the covenants agreements and obligations on their part to be observed and performed shall be deemed to be covenants agreements and obligations of them jointly and each of them severally.

## **6. Vendors Losses And Expenses**

- 6.1 The vendor hereby gives notice to the purchaser and the purchaser hereby acknowledges and agrees that in the event that the purchaser fails to complete the purchase of the property on the due date under this contract, the vendor will or may suffer the following losses and expenses and in that event the purchaser, in addition to the interest payable in accordance with the terms of this contract, shall pay such losses and expenses as follows:
  - 6.1.1 the costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
  - 6.1.2 interest payable by the vendor under any existing mortgage over the property calculated from the settlement date;
  - 6.1.3 accommodation expenses necessarily incurred by the vendor;
  - 6.1.4 legal costs and expenses as between the vendor's solicitor and the vendor;
  - 6.1.5 penalties payable by the vendor to a third party as a result of any delay in completion of the vendor's purchase of another property.

## **7. Swimming Pools & Smoke Alarms**

- 7.1 If an unfenced or insufficiently fenced swimming pool is on the land, the purchaser acknowledges that it is his responsibility to comply with the pool fencing provisions of the Building Act 1983, the Building Regulations 1994 and/or any other applicable Act, Regulation or local law.
- 7.2 If the property is not fitted with smoke alarms, or with insufficient smoke alarms, the Purchaser acknowledges that it is his responsibility to comply with the smoke alarm provisions of the Building Regulations 1994 and/or any other applicable Act, Regulation or local law.

## **8. Whole Agreement**

The provisions contained in this contract comprise the whole of the agreement between the parties and it is expressly agreed that no further or other provisions whether in respect of the property or otherwise shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this contract.

## **9. Non-Merger**

Any provision of this contract which is capable of taking effect after completion of the contract shall not merge on completion but shall continue in full force and effect.

#### **10. Waiver**

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

#### **11. Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

#### **12. Stamp Duty**

12.1 If there is more than one purchaser, it is the responsibility of the purchaser to ensure that the contract correctly records at the date of sale the proportions in which the purchasers are buying the property (the proportions).

12.2 If the proportions recorded in the transfer of land differ from those recorded in the contract it is the responsibility of the purchaser to pay any additional duty which may be assessed as a result of the variation.

12.3 The purchaser fully indemnifies the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those in the contract.

12.3.1 This Special Condition will not merge on completion.

## **NOTICE TO PURCHASER**

Property: **15 DEAN STREET, KEW, VICTORIA 3101**

Vendor: **YEW HEE KOH AND LAI WAN KOH**

The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

## GUARANTEE AND INDEMNITY

**TO: THE WITHIN-NAMED VENDOR**

IN CONSIDERATION of the within-named Vendor at my/our request entering into the within Contract of Sale, I/we

warrant(s) that the persons(s) who has/have signed the within Contract of Sale on behalf of the Purchaser is fully and effectively authorised by the Purchaser in writing to so sign, and I/WE HEREBY COVENANT AND AGREE with the within-named Vendor that the Purchaser will duly perform and observe all the covenants agreements and conditions to be performed and observed by it pursuant to the said Contract of Sale AND THAT if the Purchaser shall fail to pay any sum of money due and payable to the Vendor or shall fail to perform or observe any of the covenants agreements and conditions hereinbefore referred to I/we will forthwith on demand by the said Vendor pay perform or observe the same and will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the said Contract of Sale and against all loss of costs charges and expenses whatsoever which the Vendor may incur by reason of any default thereunder on the part of the Purchaser AND THAT my/our obligations hereunder shall be continuing, notwithstanding that the Purchaser shall go into liquidation or become defunct or be finally wound up and notwithstanding any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing me/us or my/our executors administrators personal representatives or successors in title as the case may be AND THAT no time or other indulgence granted by the Vendor to the Purchaser shall prejudice or affect the Vendor's rights or my/our obligations under these presents AND THAT any admission or act made or done by the Purchaser shall be admissible evidence against me/us as though that admission or act were made or done by me/us AND THAT any evidence which would be admissible between the Purchaser and the said Vendor as evidence of any money due or act or matter done or omitted to be done by the Purchaser shall be admissible as evidence against me/us that such money was due or that such act fact or matter was done or omitted to be done by the Purchaser.

In the interpretation of this Deed words importing the singular shall include the plural and words importing the masculine shall include the feminine and if applicable a corporation. The expression "the Vendor" and "the Purchaser" shall be deemed to include the respective parties named in the within Contract of Sale and their respective executors administrators personal representatives or successors in title. If this Deed is executed by two or more persons the obligations hereunder shall bind them jointly and each of them severally and if one or more of them ceases to be bound hereunder the remaining persons who have executed this Deed shall remain bound and a demand or notice under this Deed made on or given to any one or more of those persons is deemed to have been given to all of them.

This Deed will not merge on completion of the said Contract of Sale but will have full force and effect until the said Contract of Sale has been fully performed.

EXECUTED by me/us as a Deed on the                      day of                      2022.

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

.....  
*Signature of Witness*

.....  
*Name of Witness (BLOCK LETTERS)*

.....  
*Address of Witness*

.....  
*Occupation of Witness*

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

.....  
*Signature of Witness*

.....  
*Name of Witness (BLOCK LETTERS)*

.....  
*Address of Witness*

.....  
*Occupation of Witness*



## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

- 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 lodgment 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 lodgment 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-F 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 lodgment 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 lodgment 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.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

---

This document is prepared from a precedent intended solely for the use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in Section 32 of the Sale of Land Act 1962 as at 1 October 2014.

## VENDORS STATEMENT

### Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

Delete as appropriate wherever an asterisk(\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to Section 13 where there is insufficient space.

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 by the vendor with the attached documents before the purchaser signed any contract.

Land

15 Dean Street, Kew, Victoria 3101

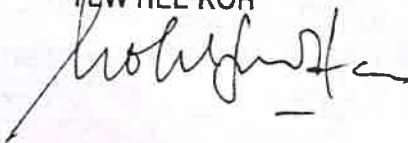
+Vendor's name

YEW HEE KOH

Date

07 / APRIL 2022

+Vendor's signature



+Vendor's name

LAI WAN KOH

Date

07 / APRIL 2022

+Vendor's signature



+Purchaser's name

HAIBIN XIAO

Date

09 / 04 / 2022

+Purchaser's signature



+Purchaser's name

YANAN ZHANG

Date

09 / 04 / 2022

+Purchaser's signature



**Important information**

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**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:

\$
----

OR

(b) \*Are contained in the attached certificate/s

OR

(c) ~~—~~ \*Their amounts are:

Authority	Amount	Interest (if any)

(d) ~~—~~ \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box:

\$
----

**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

\$  NIL	To	Other particulars (including dates and times of payment(s):
---------------	----	---

<sup>1</sup> Other than any GST payable in accordance with the contract

### 1.3 Terms Contract - ***Not Applicable***

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 execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

~~\*Attached is a Law Institute of Victoria published "Additional Vendor Statement"~~

### 1.4 Sale subject to Mortgage - ***Not Applicable***

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.

~~\*Attached is a Law Institute of Victoria published "Additional Vendor Statement"~~

## 2. Insurance – ***Not Applicable***

### 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.

- (a) ~~\*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land; OR~~
- (b) ~~\*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:~~

Name of Insurance Company:	
Type of Policy:	Policy no:
Expiry date:	Amount insured:

### 2.2 Owner-Builder – ***Not Applicable***

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.

- (a) ~~\*Attached is a copy or extract of any policy of insurance required under the Building Act 1993. OR~~
- (b) ~~\*Particulars of any required insurance under the Building Act 1993 are as follows:~~

Name of Insurance Company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

### 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 the title document/s.

OR

~~Is as follows:~~

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

NIL

#### 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 the regulations made under 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.

OR

~~\*The required specified information is as follows:~~

~~(a) ——— Name of Planning Scheme:~~

~~(b) ——— Name of Responsible Authority:~~

~~(c) ——— Zoning of the land:~~

~~(d) ——— Name of Planning overlay:~~

### 4. NOTICES

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

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

\*Are contained in the attached certificates and/or statements.

OR



\*Are as follows:

--

#### 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:

<b><i>Not Applicable</i></b>
------------------------------

#### 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:

<b><i>Not Applicable</i></b>
------------------------------

### 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):

\* Are contained in the attached certificate.

OR

~~\*Are as follows:~~

NIL
-----

### 6. OWNERS CORPORATION – ***Not Applicable***

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 Corporation Act 2006*.~~

OR

~~6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

—OR

6.3 \* The Owners Corporation is an inactive owners corporation<sup>2</sup>.

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

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

### 7.1 Work-in- Kind Agreement - *Not Applicable*

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

- (a) ~~\*The land is NOT to be transferred under the agreement unless the square box is marked with and "X"~~ ☐
- (b) ~~\*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked "X"~~ ☐
- (c) ~~\*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"~~ ☐

### 7.2 GAIC Recording - *Not Applicable*

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

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

## 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.

OR

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance

~~\*(b) General Law Title~~

~~The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.~~

~~\*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).~~

**10. SUBDIVISION - *Not Applicable***

**10.1 Unregistered subdivision**

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

~~(a)\* Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

~~OR~~

~~(b)\* Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

**10.2 Staged Subdivision - *Not Applicable***

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

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

~~(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:~~

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

~~(d) The contents of any permit under the *Planning and Environment Act 1997* authorising the staged subdivision are:~~

**10.3 Further Plan of Subdivision - *Not Applicable***

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 1998* is proposed.

~~(a) \* Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

~~OR~~

~~(b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

## 11. DISCLOSURE OF ENERGY EFFICIENCY 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 2012 (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 support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (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);

~~\*Are contained in the attached building energy efficiency certificate.~~

OR

\*Are as follows:

***Not Applicable***

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or 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. )*

## 13. MATERIAL FACTS

Not to the Vendors Knowledge.

~~Or are as follows:~~

## 14. 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 a Law Institute of Victoria published "Additional Vendors Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

# Due Diligence Checklist



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

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

### Urban living

#### ***Moving to the inner city?***

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

- 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 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.

#### ***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.

### Growth areas

#### ***Are you moving to a growth area?***

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

### 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.

### 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.

### 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.

### 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.

### Planning controls

***Can you change how the property is used, or***

### ***the buildings on it?***

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

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

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

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

### **Safety**

#### ***Is the building safe to live in?***

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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

Register Search Statement - Volume 2290 Folio 949

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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 02290 FOLIO 949

Security no : 124095618608J  
Produced 18/02/2022 03:47 PM

LAND DESCRIPTION

Lot 1 on Title Plan 437016K (formerly known as part of Lot 20 on Plan of Subdivision 001790).  
PARENT TITLE Volume 02259 Folio 738  
Created by instrument 0286542 15/08/1890

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
YEW HEE KOH  
LAI WAN KOH both of APARTMENT 802 15 QUEENS RD MELBOURNE 3000  
W333742T 07/10/1999

ENCUMBRANCES, CAVEATS AND NOTICES

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 TP437016K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 DEAN STREET KEW VIC 3101

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information  
via LANDATA® System. Delivered at 18/02/2022, for Order Number 72868785. Your reference: Koh.

TITLE PLAN		EDITION 1	TP 437016K						
<b>Location of Land</b>  Parish: AT KEW PARISH OF BOROONDARA Township: Section: Crown Allotment: Crown Portion: 71(PT)  Last Plan Reference LP 1790 Derived From: VOL 2290 FOL 949 Depth Limitation: NIL		<b>Notations</b>          ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
<b>Description of Land / Easement Information</b>  <i>all that piece of Land, delineated and coloured red on the Map in the margin, <del>possessing</del> being part of Lot twenty on plan of subdivision Number 1790, lodged in the office of Titles and being part of Crown Portion seventy one at Kew Parish of Boroondara County of Bourke together with a right of carriage way over all the roads shown on the said plan of subdivision and on plan of subdivision Number 1992, lodged as aforesaid and coloured out of Certificates of Title Volume 1951, Folio 390062, Volume 1964, Folio 392773, and Volume 1990, Folio 397639.</i>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED 05/06/2000 VERIFIED CP							
		COLOUR CODE R=RED							
<table><tr><td colspan="2">TABLE OF PARCEL IDENTIFIERS</td></tr><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = LOT 20 (PT) ON LP 1790</td></tr></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 20 (PT) ON LP 1790	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = LOT 20 (PT) ON LP 1790									
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						





YARRA VALLEY WATER  
ABN 93 068 932 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

18th February 2022

Wood Fussell via Dye & Durham Property Pty Ltd  
DYEDURHAM

Dear Wood Fussell via Dye & Durham Property Pty Ltd,

**RE: Application for Water Information Statement**

Property Address:	15 DEAN STREET KEW 3101
Applicant	Wood Fussell via Dye & Durham Property Pty Ltd DYEDURHAM
Information Statement	30672448
Conveyancing Account Number	2469580000
Your Reference	Koh

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Steve Lennox'.

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 056 302 50 1

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 13 53

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

### Yarra Valley Water Property Information Statement

Property Address	15 DEAN STREET KEW 3101
------------------	-------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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.



YARRA VALLEY WATER  
ABN 93 066 902 50 1

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

### **Melbourne Water Property Information Statement**

Property Address	15 DEAN STREET KEW 3101
------------------	-------------------------

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: 30672448**

Address	15 DEAN STREET KEW 3101
Date	18/02/2022
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		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;



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

Wood Fussell via Dye & Durham Property Pty Ltd  
DYEDURHAM  
property.certificates@dyedurham.com

## RATES CERTIFICATE

Account No: 9556600000  
Rate Certificate No: 30672448

Date of Issue: 18/02/2022  
Your Ref: Koh

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 DEAN ST, KEW VIC 3101	1\TP437016	1033978	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2022 to 31-03-2022	\$19.28	\$19.28
Residential Sewer Service Charge	01-01-2022 to 31-03-2022	\$110.12	\$110.12
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$26.03	\$26.03

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

### Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$155.43

Total Due \$155.43

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchasers account at settlement.

5. 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.

6. 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.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. 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 93 066 302 501

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

**Property No:** 1033978

**Address:** 15 DEAN ST, KEW VIC 3101

**Water Information Statement Number:** 30672448

#### HOW TO PAY



Billers Code: 314567  
Ref: 95566000004



**Mail a Cheque** with the Remittance Advice  
below to:  
**Yarra Valley Water**  
**GPO Box 2860 Melbourne VIC 3001**

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

#### PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1033978

**Address:** 15 DEAN ST, KEW VIC 3101

**Water Information Statement Number:** 30672448

**Cheque Amount:** \$

# Property Clearance Certificate

## Taxation Administration Act 1997



WOOD FUSSELL VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 72868785:109982206

Certificate No: 51859771

Issue Date: 18 FEB 2022

Enquiries: ESYSPROD

Land Address: 15 DEAN STREET KEW VIC 3101

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6500725	1	437016	2290	949	\$17,125.00

Vendor: LAI KOH & YEW KOH

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR YEW HEE KOH	2022	\$2,300,000	\$17,125.00	\$0.00	\$17,125.00

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$2,550,000

SITE VALUE: \$2,300,000

AMOUNT PAYABLE: \$17,125.00



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 51859771

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$17,125.00

Taxable Value = \$2,300,000

Calculated as \$9,375 plus ( \$2,300,000 - \$1,800,000 )  
multiplied by 1.550 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 51859771

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 51859771

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

Applicant:

**Dye & Durham Property Pty Ltd  
L 4 24-28 Campbell St  
HAYMARKET NSW 2000**

Issue Date: **18/02/2022**

Certificate No: **wLIC41988**

Your Reference: **Koh**

Property No.: **317710**

This Certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under local law or by-law of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Property Location:

**15 Dean Street KEW VIC 3101**

Property Description:

**Part Lot 20 LP 1790 Vol 2290 Fol 949**

Site Value: **2300000**

Capital Improved Value: **2550000**

Net Annual Value: **127500**

Level of Value Date: **1/01/2021**

Effective Date of Valuation: **1/07/2021**

Rates are levied on the Capital Improved Value.

### RATES, CHARGES AND OTHER MONIES

Rates for the year ending 30<sup>th</sup> June 2022

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

Current Year's Rates & Charges	
General Rates	\$3,975.80
Fire Services Property Levy	\$264.45
Payment/Adjustments	\$2,120.25-
Current Balance	\$2,120.00

**LAND INFORMATION CERTIFICATE (Cont.)**

Property Address: **15 Dean Street KEW VIC 3101**

Property No.: **317710**

Certificate No.: **wLIC41988**

**ADDITIONAL INFORMATION**

**Street Information**

Properties abutting unmade streets may be liable for street construction charges should a private street construction scheme be implemented.

**Flood Level Information**

**Other (If Applicable)**

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**Important Notes:**

1. This certificate may be updated verbally within a period of **THREE MONTHS** from date of issue. It should be noted that Council would only be held responsible for information given in writing i.e. a new certificate and not information provided or confirmed verbally.
2. Payments not made by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made.
3. Payments shown are subject to clearance by the bank.
4. Date for declaring council rates and charges for **01/07/2021 to 30/06/2022** on **28/06/2021**.
5. In accordance with Section 175 of the Local Government Act 1989, after settlement any rates or charges (including interest) that are unpaid are the responsibility of the new owner and are due and payable:
  - Full payment due by: **15/02/2022**.
  - Instalments due by: **30/09/2021; 30/11/2021; 28/02/2022; 31/5/2022**.
  - If in arrears: **Immediately**

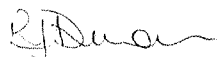
	<b>Biller Code: 93633</b> <b>Ref: 01071893</b>
<b>Telephone &amp; Internet Banking – BPAY*</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

---

**For further information, please contact Council's Property Services on ☎ (03) 9278 4325**

Receipt for the sum of \$27.40 being the fee for this certificate is acknowledged.

I hereby certify at the date of this certificate the information supplied is true and correct for the property described in this certificate.



**Rebecca Dewar**  
**Acting Coordinator Revenue & Property Services**

Camberwell office 8 Inglesby Road Camberwell VIC T 9278 4444 F 9278 4466  
Postal address Private Bag 1, Camberwell VIC 3124  
Email [boroondara@boroondara.vic.gov.au](mailto:boroondara@boroondara.vic.gov.au)  
Website [www.boroondara.vic.gov.au](http://www.boroondara.vic.gov.au)

## Roads Certificate



### PROPERTY DETAILS

Property Address: 15 Dean Street KEW VIC 3101

Title Particulars: Vol 2290 Fol 949

Vendor: YEY HEE KOH, LAI WAN KOH

Purchaser: N/A

**Certificate No:** 72868785

**Date:** 22/02/2022

**Matter Ref:** Koh

**Client:** Wood Fussell



### MUNICIPALITY

BOROONDARA



### ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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

## Planning Certificate



### PROPERTY DETAILS

Property Address: 15 Dean Street KEW VIC 3101

Title Particulars: Vol 2290 Fol 949

Vendor: YEWE HEE KOH, LAI WAN KOH

Purchaser: N/A

**Certificate No: 72868785**

**Date: 22/02/2022**

**Matter Ref: Koh**

**Client: Wood Fussell**



### MUNICIPALITY

BOROONDARA



### PLANNING SCHEME

BOROONDARA PLANNING SCHEME



### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BOROONDARA CITY COUNCIL



### ZONE

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3



### ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



### OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE



### PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE



### ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58



**PLANNING ZONE MAP**



**ZONING**

□ NEIGHBOURHOOD RESIDENTIAL  
ZONE - SCHEDULE 3

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

**BUILDING PERMIT INFORMATION**  
Building Regulations 2018

01 March 2022

Dye & Durham Property Pty Ltd  
Building Certificates Only  
L 4 24-28 Campbell St  
HAYMARKET NSW 2000

Dear Sir/Madam

**RE: 15 Dean Street KEW VIC 3101**  
**OUR REF: BInf22/37845**  
**YOUR REF: 72868785:109982209**

In response to your request received on 21 Feb 2022 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following is provided -

Details of any Building Permits/Occupancy Permits and Certificates of Final Inspection issued within the last 10 years as listed on the attached table.

Details of any current Building Notice or Order issued under the Building Act 1993 are listed on the attached table where applicable.

Council is unaware of any current statement(s) issued under regulation 64(1) or 231(2) of the Building Regulation 2018.

The information contained within this letter is based on current council electronic records available as at the date of this letter. An archive search has not been carried out.

For your information I wish to draw your attention to the following safety issues:

- (a) requirements for safety barriers for all swimming pools and spas pursuant to regulation 136 to 139 of the Building Regulations 2018
- (b) maintenance and operation of swimming pool and spa safety barriers pursuant to Regulation 140 & 143 of the Building Regulation 2018, and
- (c) requirements for smoke alarms in existing residential building pursuant to Regulation 145 of the Building Regulation 2018.

**Note:** Tree removal and pruning of trees may require a permit under Tree Protection Local Law 1F. Trees that are affected by the Local Law include significant trees and canopy trees as defined under Local Law 1F, and any multi-stemmed tree where the total circumference of all its stems measured at 1.5m from the ground equals or is greater than 110 cm (centimetres).

**Please note:** All Swimming Pool/Spa Owners are required to register with Council by 1 November 2020. For further details visit [www.boroondara.vic.gov.au](http://www.boroondara.vic.gov.au).

If you have any further queries, please contact Nyrie Zougaib on 9278 4863.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Asanka Kodikara', with a stylized flourish extending from the end.

**Asanka Kodikara  
MANAGER BUILDING SERVICES  
MUNICIPAL BUILDING SURVEYOR**



## Details of any Building Permits issued in the last 10 years

### Building Permits issued by Private Building Surveyors

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued	Relevant Building Surveyor	Building Surveying Company	Contact Phone
NIL							

### Building Permits issued by City of Boroondara

Permit No	Date Issued	Building Works Authorized	Certificate of Final Inspection issued	Occupancy Permit issued
NIL				

Please note: building permits for all building and demolition works approved after 1 July 1994 are subject to the issuance of a Certificate of Final Inspection or an Occupancy Permit.

## Details of any current Building Notices or Orders issued

### Council issued

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

### Council issued prior to 2009

Type of Notice or Order	Date Issued	Details of Notice or Order
NIL		

### Issued by a Private Building Surveyor

Type of Notice or Order	Date Issued	Details of Notice or Order	Relevant Building Surveyor	Building Surveying Company	Contact phone
NIL					

The Neighbourhood: Love Where You Live



## RESIDENTIAL RENTAL AGREEMENT

15 DEAN STREET, KEW VIC 3101

The Neighbourhood Property Collective

Suite T103 Como Centre 2/299 Toorak Road, South Yarra VIC 3141

### PROPERTY MANAGER

Naomi Saba

The Neighbourhood: Love Where You Live

## Residential Rental Agreement of no more than 5 years

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### Part A - General

#### 1. Date of agreement 10/01/22

This is the date the agreement is signed. If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

#### 2. Premises let by the rental provider

15 Dean Street Kew, Vic 3101

#### 3. Rental provider's details

Full name ~~Yew Hee Koh & Lai Wan Koh~~ YEW HEE KOH & LAI WAN KOH *ed*  
Address Como Centre T103 Level 2/299 Toorak Rd South Yarra Vic 3141  
Phone number (03) 9885 6545 | 0416 950 188  
Email [naomi@thenhhd.com](mailto:naomi@thenhhd.com) *Naomi*

#### Rental provider's agent's details

Full name CD Real Estate Pty Ltd T/A The Neighbourhood  
ACN 145 642 075  
Address Como Centre T103 Level 2/299 Toorak Rd Sth Yarra Vic 3141  
Phone number (03) 9885 6545

Note: The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter's details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1 Phoebe Dargan  
Current address 8 FURLONG CT, ECHUCA VIC 3564  
Phone number 0484 000 376  
Email [phoebe\\_dargan@outlook.com](mailto:phoebe_dargan@outlook.com)

Full name of renter 2 Georgia Sieben  
Current address 30 BARGE RD, TORRUMBARRY VIC 3562  
Phone number 0407 476 447  
Email [georgiasieben@hotmail.com](mailto:georgiasieben@hotmail.com)

Full name of renter 3 Maeve Johnson  
Current address 48 CHELSWORTH DR, ECHUCA VIC 3564  
Phone number 0473 966 015  
Email [maevejohnson4@gmail.com](mailto:maevejohnson4@gmail.com)

Full name of renter 4 Sophie Louise King  
Current address 5 WARRINA CT, WODONGA VIC 3690  
Phone number 0408 550 000  
Email [sophieking1@icloud.com](mailto:sophieking1@icloud.com)

The Neighbourhood: Love Where You Live

#### 5. Length of the agreement

Length of the agreement                      Fixed term agreement – 12 Months  
Start date    14<sup>th</sup> January 2022  
(This is the date the agreement starts, and you may move in)  
End date    13<sup>th</sup> January 2023

Note: Schedule 1 to Part F (below) provides for the extension of the term of this agreement.

If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

#### 6. Rent

Rent amount (payable in advance)      \$2,868.00 pcm  
To be paid per                                      calendar month  
Day rent is to be paid                          14<sup>th</sup> Day of every Month  
Date first rents payment due                  14<sup>th</sup> September 2021

#### 7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

Bond amount                                      \$2,868.00  
Date bond payment due                          14<sup>th</sup> September 2021

#### Part B – Standard Terms

#### 8. Rental provider's preferred methods of payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent. (rental provider to tick available methods of rent payment)

- ☐ Direct debit  
☒ Bank deposit  
☐ Cash  
☐ Cheque  
☐ Money order  
☐ BPAY  
☐ Other electronic form of payment, including Centrepay

#### 9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

## The Neighbourhood: Love Where You Live

- The rental provider and renter must immediately notify the other party in writing if their contact details change.

### 9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

Yes

The rental provider must complete this section before giving the agreement to the renter.

Rental Providers Email Address Provided by Agent: carmela@thenhhd.com

Rental Providers Phone Number 0416 950 188

### Agent 9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Rental provider to tick as appropriate)

#### Renter 1

☐

Yes [Phoebe Dargan]

☐

No

Renter's Email Address

phoebe\_dargan@outlook.com

Renter's Phone Number

0484 000 376

#### Renter 2

☐

Yes [Georgia Sieben]

☐

No

Renter's Email Address

georgiasieben@hotmail.com

Renter's Phone Number

0407476447

#### Renter 3

☐

Yes [Maeve Johnson]

☐

No

Renter's Email Address

maevejohnson4@gmail.com

Renter's Phone Number

0473966015

#### Renter 4

☒

Yes [Sophie Louise King]

☐

No

Renter's Email Address

5 WARRINA CT, WODONGA VIC 3690

Renter's Phone Number

0408550000

(The option to consent should be provided to each renter who is a party to the agreement)

### 10. Urgent repairs

The rental provider must ensure that the rental property is provided and maintained in good repair. If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see Part D (below).

### Details of person the renter should contact for an urgent repair

Emergency contact name Carmela Dimasi 9885 6545 0416 950 188

### 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or

## The Neighbourhood: Love Where You Live

- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

### 12. Owners corporation

Do owner's corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

### 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

☐ The condition report has been provided.

☒ The condition report will be provided to the renter on or before the date the agreement starts.

## Part C - Safety-related Activities

### 14. Electrical safety checks

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### 15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

### 16. Smoke alarm safety activities

(a) The rental provider must ensure that

- any smoke alarm is correctly installed and in working condition; and
- any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
- the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

*Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.*

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing

- information about how each smoke alarm in the rented premises operates.
- information about how to test each smoke alarm in the rented premises;
- information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

## The Neighbourhood: Love Where You Live

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

*Note: Regulations made under the Building Act 1993 require smoke alarms to be installed in all residential buildings.*

### 17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the renter.

### 18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool. *Note: Regulations made under Building Act 1993 apply to any person erecting a relocatable swimming pool.*

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

### 19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and Obligations

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

### 20. Use of the premises

The renter

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

### 21. Condition of the premises

The rental provider

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.



## The Neighbourhood: Love Where You Live

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

*Note: Regulations made under the Building Act 1993 require smoke alarms to be installed in all residential buildings.*

### 17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
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If the rented premises is in a designated bushfire prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

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- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

### 21. Condition of the premises

The rental provider

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.



## The Neighbourhood: Love Where You Live

### 26. Non-urgent repairs

The renter must notify the rental provider, in writing, as soon as practicable of

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair

### 27. Assignment or sub-letting

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

### 28. Rent

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

### 29. Access and entry

The rental provider may enter the premises

- at any time if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure. The renter is entitled to a set amount of compensation for each sales inspection.

### 30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

### Special Clauses

#### Part E – Additional Terms

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

## The Neighbourhood: Love Where You Live

### 31.a Care and maintenance of the property

The renter agrees:

- 31.a.i To place all household rubbish in the bin(s) provided by the Owners Corporations and in accordance with the Owners Corporations rules.
- 31.a.ii Not to use any sink, basin, toilet or drain in or connected to the Premises for other than their intended use that may damage or block the plumbing drainage or sewerage servicing the premises.
- 31.a.iii The renter agrees to ensure no non-dissolvable/flushable items are to be put down the toilet other than toilet paper, (this includes any form of nappy wipe regardless of if it states it is flushable).
- 31.a.iv To replace, at the renter's cost, blown or damaged light bulbs or fluro tubes and ensure they are all in working condition at the end of the tenancy. Where such damage was caused by the rental provider or its agent, it shall be the rental provider's responsibility to replace them.
- 31.a.v Where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached, the renter is not to deface, damage or remove such label.
- 31.a.vi The rental provider acknowledges the renter's right to change the locks at the Premises providing a duplicate key is given to the rental provider or the agent. The renter acknowledges that whilst all due care and attention has been taken, the rental provider cannot guarantee that all keys to the Premises were previously returned. To ensure total security, it is our recommendation that the barrels in all locks be replaced. As the property is part of a secure building complex, the new lock must be installed by the allocated locksmith for the building (in accordance to the Owners Corporations rules) and on the same secure key system and paid by the renter. Old lock and all keys must be returned to the rental provider.
- 31.a.vii No parking is permitted on the front lawn of the premises.
- 31.a.viii The renter agrees that in the event they report a fault or maintenance issue for an appliance or utility at the Premises, and the result is the renter did not follow instructions, identify/report a user error or simple operational checks they shall bear the cost of the call out fee not the rental provider.
- 31.a.ix Not to hang washing, or other articles anywhere but in the areas provided or designated for this purpose.
- 31.a.x To ensure any split system filters, AC/heating filters and similar are cleaned and maintained to ensure operation.

### 31.b Modifications to the premises

The renter agrees:

- 31.b.i Not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) on the premises without the express written permission of the rental provider. The renter also agrees that should this permission be granted it will be conditional upon the renter obtaining and providing evidence to the owner, of compliance with Council or any other regulations relating to the pool installation or pool fencing requirements prior to the installation taking place.
- 31.b.ii Not to remove, without the rental provider's written permission, any fixture attached by the renter.
- 31.b.iii Notify the rental provider of any damage caused from the removal of any fixture by the renter.
- 31.b.iv Repair any damage at the renter's own cost caused by the removal of any such fixture by the renter.

### 31.c Use of premises

- 31.c.i The renter agrees that it shall not act as a "Host" and advertise part/all of the Premises to be available for a guest to 'short term stay' or use as 'holiday accommodation' (on a website such as [www.airbnb.com.au](http://www.airbnb.com.au)). The renter hereby agrees that it shall not allow for occupation of or receive financial recompense from a guest/visitor/housemate on either a permanent, temporary or licence basis, at the premises without the written consent of the rental provider.
- 31.c.ii Only the people included in the lease agreement are permitted to live in the property, whether temporary or permanently.

### 31.d Condition report

- 31.d.i The renter acknowledges that the Condition Report will be provided at the commencement of the residential tenancy agreement and must be signed and returned to the Agent within 5 business days after entering into the occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

### 31.e Utility charges

- 31.e.i The renter is responsible for the costs and charges prescribed in section 52 of the Residential Tenancies Act 1997.
- 31.e.ii If a service is disconnected or damaged because the rental provider or the Agent (or their contractor) is at fault, the rental provider will have the service re-connected at their cost.

## The Neighbourhood: Love Where You Live

31.e.iii If the service is disconnected or damaged because the renter, or a person they have on the Premises, is at fault, the renter will have the service re-connected at their cost.

### 31.f Owners Corporations

31.f.i Where the Premises is subject to the Owners Corporation Act 2006 the rental provider will provide the renter a copy of the rules of the Owners Corporation at the commencement of occupation of the Premises.

31.f.ii The renter must comply with the rules of the Owners Corporation.

31.f.ii The renter agrees to be considerate of the other residents in the block by keeping noise levels to a minimum and by keeping common areas clear at all times

### 31.g Smoke Alarms

31.g.i The renter agrees not to remove or interfere with the operation of any smoke alarm installed on the Premises, except with reasonable excuse

### 31.h Storage of possessions

31.h.i The renter acknowledges that should storage items be placed in the garage this would be at their own risk given the elements of weather conditions and the risk of damage caused by flood. It is recommended any items stored within the garage placed off the ground to try and avoid potential water damage.

### 31.i Evidence of receipt of payment for any Urgent Repairs conducted

31.i.i The renter agrees that if they have arranged and paid for urgent repairs as per clause 25, they will provide the Agent a copy of the tax receipt or tax invoice within 24 hours of receipt from the provider by emailing it to

### 31.j Rental increase

31.j.i The rental provider may increase the rent after the initial fixed term tenancy agreement.

31.j.ii The rental provider will give the renter at least 60 days' notice of the increase in writing of the proposed increase. 31.j.iii The rental provider may increase the rent every 12 months.

31.j.iv Any rental increases will fixed be at % on the previous {12 month} period. %

### 31.k Ending of tenancy

31.k.i If the renter wishes to vacate the premises at the expiration of this rental agreement the renter shall give the agent written notice of the renter's intention to vacate the premises 28 days prior to the expiration of this rental agreement.

31.k.ii After the expiration of the fixed term, the tenancy rolls into a periodic agreement in which the renter is still required to give a minimum written notice of 28 days to the agent.

31.k.iii The renter agrees to be fully responsible for the removal of all goods from the premises and deliver vacant possession to the condition which existed at the commencement of the tenancy. 31.k.iv In the event of a termination of the tenancy agreement by the renter prior to the expiry of

the tenancy agreement, the renter acknowledges they are responsible to pay the following costs to the rental provider:

31.k.iv.1 Amounts equivalent to the monthly rent under the said rental agreement until the property is re-let (but to a date no later than the expiry date of that tenancy agreement)

31.k.iv.2 A re-letting fee will be charged on a pro-rata basis of 2 weeks rent as per the rental provider's original letting fee including the associated GST (this charge is available on request) provided the new tenancy commences not less than one week before the expiry date.

31.k.iv.3 The advertising costs of \$330.00 incurred by the rental provider charged on a pro rate basis prior to the expiry date of the tenancy agreement, including associated GST charges.

31.k.v In the event of a termination of the residential tenancy agreement by the renter prior to the expiry of the tenancy agreement:

31.k.v.1 The Premises must be available for 5 business days prior to new renter move in 31.k.v.2 The Agent and the rental provider agree to use all reasonable endeavours to re-let the premises as soon as possible.

## The Neighbourhood: Love Where You Live

31.k.vi The renter acknowledges that should a transfer of lease occur, an administration fee of \$220.00 (including GST) will be payable to the Agent once the transfer has been approved by the rental provider.

31.k.vii The renter agrees to return all keys to the Agent's office by 11:00 hours on the day of vacating the Premises. The renter agrees that they are required to continue paying rent until the day keys are returned.

31.k.viii The renter is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.

### 31.l Renter Transfer

In the event that there is a RENTER TRANSFER required during the tenancy there is an administration fee of \$100 plus GST (per transfer) payable and further acknowledges that the outgoing renter is responsible for arranging completion of all transfer documents which include Bond tenant transfer form and Renter Application for the incoming renter. The fee is payable with the lodgement of the transfer documentation, please note that the transfer will not take place until this payment is made.

### 31.m Lost Keys, Remotes and Additional Keys

The renter is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.

### 31.n Pets

31.n.i The renter may keep pets (including reptiles, birds and rodents) on the Premises only as permitted in this rental agreement or where written permission has been given by the rental provider to the renter subject to this Agreement. The rental provider's consent will not be unreasonable withheld. Subject to the Owners Corporations rules.

31.n.ii The rental provider agrees to the renter keeping a pet at the property once approved on the following conditions.

31.n.ii.1 At the termination of the tenancy agreement, the renter agrees to have all carpeted areas and curtains / blinds professionally steam cleaned, deodorised and fumigated. Receipt, as proof will be required.

31.n.ii.2 The renter takes full responsibility for and shall repair or compensate the rental provider for any damage caused by the animal to the home and /or the garden

### 31.o Insurance

31.o.i The renter agrees not do anything, by act or omission, which would cause any increase in the premium of any of the rental provider's insurance over the Premises (or their contents) or cause it to be invalid.

### 31.p Privacy

31.p.i The Agent will comply with the provisions of the Australian Privacy Principles (Privacy Act 1988 (CTH)) and where required maintain a privacy policy. The Privacy Policy outlines how the Agent collects and uses Personal Information provided by the renter or obtained by other means to provide the services required by the renter.

31.p.ii The renter agrees the Agent may, subject to the Privacy Act 1988 (CTH), collect, use and disclose such information to:

31.p.ii.1 The rental provider of the Premises to which this Agreement applies, in so far as such information is relevant to the managing and/or leasing of the Premises

31.p.ii.2 Residential tenancy databases for the purposes of enabling proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches

31.p.ii.3 Previous Agents or rental providers and nominated referees to confirm information provided by you

31.p.ii.4 Tradespeople and similar engaged by the rental provider to facilitate works on the Premises 31.p.ii.5 Utility connection providers where you request the Agent to facilitate connection

31.p.ii.6 The rental provider's insurance companies and other agencies as required with the administration of the Premises

31.p.ii.7 Owners Corporations.

31.p.iii Without provision of certain information the Agent may not be able to act effectively or at all on the rental provider's behalf.

31.p.iv The rental provider has the right to access such information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

31.p.v The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

The Neighbourhood: Love Where You Live

31.p.vi If you consider we have breached the Australian Privacy Principles you may complain to us by letter, fax or email. We will promptly consider your complaints and attempt to resolve it in a timely manner. If we are unable to resolve your complaint, you may refer it to the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001 or [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au).

### 31.q Data Collection

31.q.i Upon signing this Agreement the parties agree that the Agent, and the form completion services provider providing this form, without disclosing personal information collect, use and disclose to Data Collection Agencies information contained in this Agreement.

### 31.r Smoking, vaping and electronic cigarettes.

31.r.i The renter agrees that the inside of the property is a smoke and vape free environment. Any smoking, vaping or use of electronic cigarettes must be strictly conducted outside.

## 32. Signatures

This agreement is made under the Act.

Before signing you must read Part D-Rights and Obligations in this form which outlines your rights and obligations.

### Rental provider

Signature of  
rental provider 1

DocuSigned by:  
Rental Provider  
*Yew Hui Kho & Lai Wan Kho*  
40F91A191EA34C4

Date

1/10/2022

Signature of  
rental provider 2

Date

### Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

DocuSigned by:  
*[Signature]*  
E8CF7C3542FE492

Date

1/10/2022

Signature of renter 2

DocuSigned by:  
*[Signature]*  
10AB2666E8704C0

Date

1/10/2022

Signature of renter 3

DocuSigned by:  
*[Signature]*  
89FE6728197D401

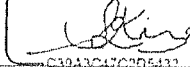
The Neighbourhood: Love Where You Live

Date

1/10/2022

Signature of renter 4

DocuSigned by:



C3943C47C208433

Date

1/10/2022

*Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.*



FORM 8

Regulation 114

Building Act 1993

Building Regulations 2018

PROTECTION WORK RESPONSE NOTICE

To

Owner's agent: A Grade Demolition Pty Ltd

Postal address: 62 East Street, Hadfield 3046

From

\* Owner/agent: YEW HEE KOH & LAI WAN KOH

Postal address: Unit 802 15 Queens Road, Melbourne VIC 3004

Contact person: Yh Koh

\* Telephone: 0411 829 801

Relevant building surveyor: Diverse Building Surveyors

Postal address: 5 Huon Court, Donvale 3111

Email: john@diversebs.com.au

Contact person: John Daniels

Telephone: 0400 068 302

**Address of owner's property on which building work is to be carried out**

Number: 17 Dean Street, Kew VIC 3101

**Address of my adjoining property**

Number: 15 Dean Street, Kew VIC 3101

\* **Response from adjoining owner**

In accordance with section 85 of the **Building Act 1993**, I am responding to the notice served on me by the owner under section 84 of that Act and—

- (a) Agree to the proposed protection work ☒
- (b) Disagree with the proposed protection work ☐
- (c) Request the following further information ☐

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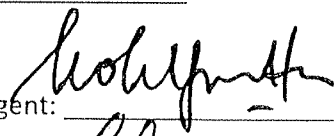

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Signature

\* Signature of adjoining owner/adjoining owner's agent:   


\* Date: 6-SEP-2021

FORM 8

Regulation 114

Building Act 1993

Building Regulations 2018

PROTECTION WORK RESPONSE NOTICE

To

\*Owner/\*owner's agent Joe Tsang

Postal address 3 Ireland Ave Doncaster East VIC 3129

Address of owner's property on which building work is to be carried out

Number 17 Street/road Dean St City/suburb/town Kew

Relevant building surveyor

Postal address

MKT Building Surveyors

179 Peel Street, North Melbourne Postcode VIC 3051

From

\*Adjoining owner/\*adjoining owner's agent:

YEW HEE KOT + LAI WAN KOT

Postal address 802/15 QUEENS ROAD, MELBOURNE 3004

Contact person YEW HEE KOT

Telephone 0411 829 801

Address of my adjoining property

Number 15 Street/road Dean St City/suburb/town Kew

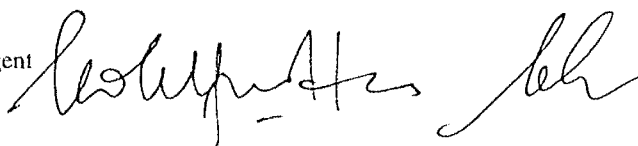
Response from adjoining owner

In accordance with section 85 of the Building Act 1993, I am responding to the notice served on me by the owner under section 84 of that Act and—

- (a) agree to the proposed protection work ☒
- (b) disagree with the proposed protection work ☐
- (c) request the following further information ☐

Signature

Signature of \*adjoining owner/\*adjoining owner's agent



Date

6 - SEP - 2021

FORM 8

Regulation 114

Building Act 1993

Building Regulations 2018

PROTECTION WORK RESPONSE NOTICE

To

\*Owner/\*owner's agent Joe Tsang

Postal address 3 Ireland Ave Doncaster East VIC 3129

Address of owner's property on which building work is to be carried out

Number 17 Street/road Dean St City/suburb/town Kew

Relevant building surveyor

Postal address

MKT Building Surveyors

179 Peel Street, North Melbourne Postcode VIC 3051

From

\*Adjoining owner/\*adjoining owner's agent:

YEW HEE KOT + LAI WAN KOT

Postal address

802/15 QUEENS ROAD, MELBOURNE 3004

Contact person

YEW HEE KOT

Telephone

0411 829 801

Address of my adjoining property

Number 15 Street/road Dean St City/suburb/town Kew

Response from adjoining owner

In accordance with section 85 of the Building Act 1993, I am responding to the notice served on me by the owner under section 84 of that Act and—

(a) agree to the proposed protection work

☒

(b) disagree with the proposed protection work

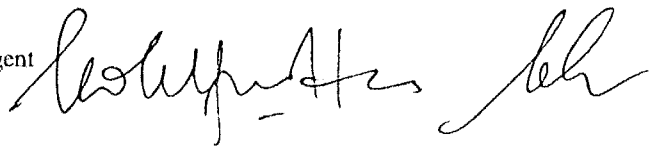
☐

(c) request the following further information

☐

Signature

Signature of \*adjoining owner/\*adjoining owner's agent



Date

6 - SEP - 2021

**FORM 6**  
Regulation 111(4)  
**Building Act 1993**  
Building Regulations 2018

**DETERMINATION THAT PROTECTION WORK IS REQUIRED**

**Issued to**

Owner (referred to throughout this determination as the *Owner*)

**Joe Tsang**

Telephone: **0428 886 228**

Email: **joe.tsang1@gmail.com**

Postal address: **3 Ireland Avenue DONCASTER EAST VIC**

Postcode: **3109**

**Agent of owner**

**Joe Tsang**

Telephone: **0428 886 228**

Email: **joe.tsang1@gmail.com**

Postal address: **3 Ireland Avenue DONCASTER EAST VIC**

Postcode: **3109**

**Property subject to building permit application** (referred to throughout this determination as the *Owner's property*)

**Property details**

Registered proprietor

Number <b>17</b>	Street/Road <b>Dean Street</b>	City/suburb/town <b>KEW</b>	Postcode <b>3101</b>
Lot/s	LP/PS <b>351103</b>	Volume	Folio
Crown allotment	Section	Parish	County
Municipal district <b>Boroondara City Council</b>			

**Building permit application details** (referred to throughout this determination as the *Owner's building permit application*)

Applicant **Joe Tsang**

Date of application: **15/03/2021**

**Nature of building work**

Construction of a new building	<input checked="" type="checkbox"/>	Alterations to an existing building	<input type="checkbox"/>
Demolition of a building	<input type="checkbox"/>	Removal of a building	<input type="checkbox"/>
Extension to an existing building	<input type="checkbox"/>	Change of use of an existing building	<input type="checkbox"/>
Re-erection of a building	<input type="checkbox"/>	Construction of swimming pool or spa barrier	<input type="checkbox"/>
Construction of swimming pool or spa	<input type="checkbox"/>		
Other	<input type="checkbox"/>		

**Details of each adjoining property** (referred to throughout this determination as an *adjoining property*)

Number **15** Street/Road **Dean Street** Suburb **Kew** Postcode **3101**  
 Lot/s LP/PS Volume Folio  
 Crown allotment Section No Parish County  
 Municipal district **Boroondara City Council**

Number **21** Street/Road **Dean Street** Suburb **Kew** Postcode **3101**  
 Lot/s LP/PS Volume Folio  
 Crown allotment Section No Parish County  
 Municipal district **Boroondara City Council**

Number **121** Street/Road **Mount Street** Suburb **Kew** Postcode **3101**  
 Lot/s LP/PS Volume Folio  
 Crown allotment Section No Parish County  
 Municipal district **Boroondara City Council**

## MATTERS CONSIDERED IN MAKING THIS DETERMINATION

In making this determination I have considered the following matters set out in regulation 112 of the Building Regulations 2018:

Allotment plan provided to me under regulation 25	<input checked="" type="checkbox"/>	Demolition required as part of the proposed building work	<input type="checkbox"/>
Allotment plan provided to me under regulation 26	<input type="checkbox"/>	Excavation required as part of the proposed building work	<input checked="" type="checkbox"/>
Specifications describing materials and methods to be used in the proposed building work	<input type="checkbox"/>	Any proposed building work in relation to party walls and retaining walls	<input checked="" type="checkbox"/>
Any certificate under section 238 of the <b>Building Act 1993</b> from the engineer who designed the building work who is a registered building practitioner in the category of engineer, class of engineer (civil)	<input type="checkbox"/>	Any certificate under section 238 of the <b>Building Act 1993</b> from an independent engineer who is a registered building practitioner in the category of engineer, class of engineer (civil), certifying that the structural design of the building work complies with that Act and the Building Regulations 2018	<input type="checkbox"/>
The nature and likely extent of any damage or other adverse effect on the stability or otherwise of an adjoining property that may be caused by the proposed building work	<input checked="" type="checkbox"/>	Other matters that I consider appropriate to determine the need for protection work	<input type="checkbox"/>

## DETERMINATION

1. I am the relevant building surveyor appointed on 15/03/2021 under Part 6 of the **Building Act 1993** by or on behalf of the Owner in relation to the Owner's building permit application.
2. I am required by the Building Regulations 2018 to determine if protection work is required for any adjoining property as a result of building work proposed in the Owner's building permit application.

3. I have determined that the Owner must carry out protection work in respect of each adjoining property identified in this determination in accordance with Part 7 of the **Building Act 1993** and Part 7 of the Building Regulations 2018.
4. The proposed building work that gives rise to the need for protection work is Construction of Dwelling, Double Storey Garage & Rumpus.
5. This determination triggers the protection work process set out in Part 7 of the **Building Act 1993**, which is supported by Part 7 of the Building Regulations 2018.

**Made by relevant building surveyor**

Name: **Minh Tran**

Address: **179 Peel Street, North Melbourne VIC 3051**

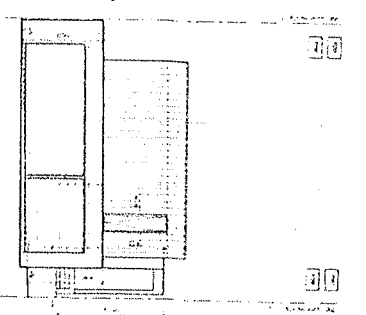
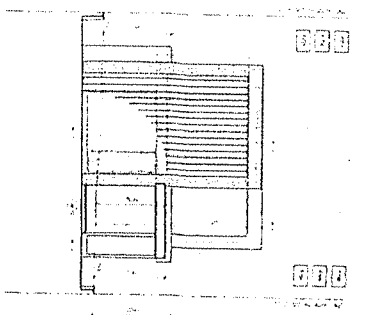
Email: **minh@mktconsultants.com.au**

Building practitioner registration no.: **BS-U 27714**

Date of issue of determination: **02/09/2021**

Signature:

A handwritten signature in black ink, appearing to be 'Minh Tran', with a stylized, flowing script.



Yew Hee Loat  
of  
15220 N. 15th St, Edmond  
OK 73119  
734-227-1234

Att: Wm Keith  
15220 N. 15th St, Edmond, OK 73119  
734-227-1234

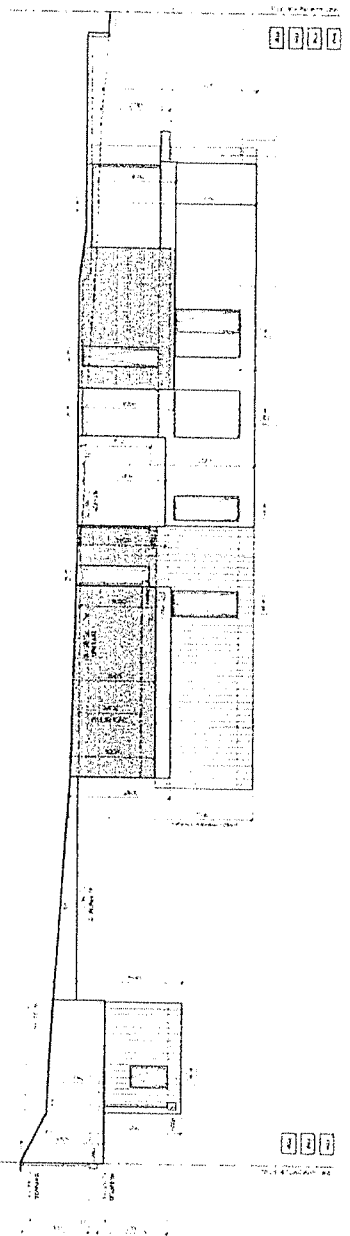
6-15-91, 2021

NORTH ELEVATION - FRONT

SOUTH ELEVATION - REAR

## MATERIALS + FINISHES

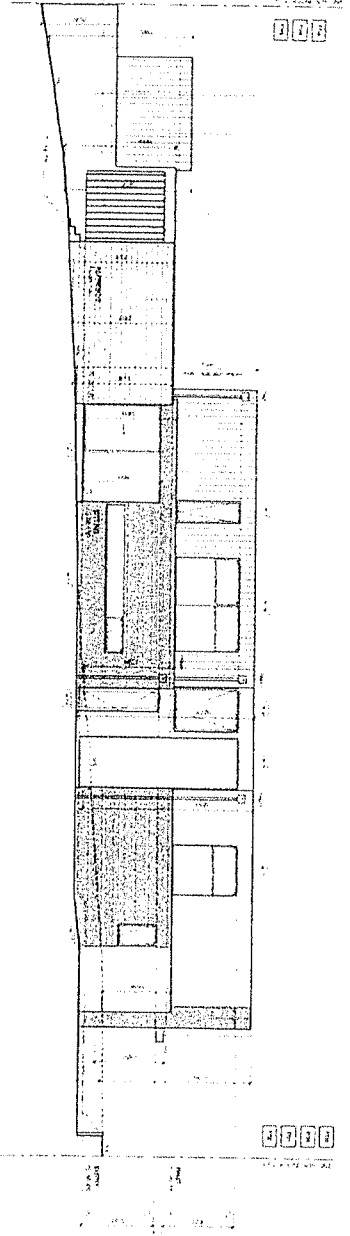
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WEST ELEVATION

### WINDOW LEGEND

- 100-443887-100
- ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-28-2001 BY 60322 UCBAW
- 100-443887-100
- ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-28-2001 BY 60322 UCBAW



EAST ELEVATION

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1. The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as  $\epsilon \rightarrow 0$ . It is shown that the solutions of the system (1) converge to the solutions of the system (2) in the sense of the weak convergence in the space  $L^2(\Omega; \mathbb{R}^n)$ .

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**Publication** *Journal of the American Academy of Child and Adolescent Psychiatry* 1999;38:1031-1037

22 JUL 1994 BY 0612 LEO/NOA/DAVID

BUILDING APPROVAL ISSUE

WDA03





## FORM 7

Regulation 113

### Building Act 1993

Building Regulations 2018

### PROTECTION WORK NOTICE

#### To

Adjoining owner: **Yewhee Koh**

Postal address: **15 Dean St Kew VIC**

Postcode **3101**

Relevant building surveyor **Minh Tran**

Postal address **179 Peel Street, North Melbourne**

Postcode

Contact person:

Telephone

#### Adjoining owner's property details (the *adjoining property*)

Number <b>15</b>	Street/road <b>Dean St</b>	City/suburb/town <b>Kew</b>
Postcode <b>3101</b>	Lot/s	LP/PS
		Volume
		Folio
Crown allotment	Section	Parish
		County
Municipal district <b>Boroondara</b>		

#### From

Agent

Name of owner: **Joe Tsang**

\*ACN/\*ARBN

Postal address **3 Ireland Ave Doncaster**

Postcode **3129**

Contact person

Telephone **0428886228**

#### Owner's property details

Number <b>17</b>	Street/road <b>Dean St</b>	City/suburb/town <b>Kew</b>
Postcode <b>3101</b>	Lot/s	LP/PS
		Volume
		Folio
Crown allotment	Section	Parish
		County
Municipal district <b>Boroondara</b>		

\*Name of agent \*

\*ACN/\*ARBN

Postal address

Postcode

Contact person

Telephone

## **NOTICE**

In accordance with section 84 of the **Building Act 1993**, I give notice of my intention to carry out the following building work on my property and request your agreement to the proposed protection work which affects your adjoining property.

### **Details of proposed building work**

All works to be done as per drawings prepared by Studio Abode design Construction of works/wall on boundary to be done as per the architectural drawings. No part of building work will encroach over the title boundary. The construction of the building footing system is as per the engineer's structural drawings designed by Philip Biviano. Any building works will be constructed from within the confined allotment we will notify you for your consent if access is required upon your allotment.

### **Details of proposed protection work**

- All work is intended to take place from within the property boundary – no structures will be encroaching pass your property boundary. Access may be required for the construction and brick washing of wall on boundary – where access is required, temporary fencing and mesh for privacy will be erected on the title boundary for safety purposes.
- If access is required to conduct works on the adjoining land, approximately 1M of builder plastic will lay to the adjoining site during period of construction to protect land from debris.
- A temporary fencing or the like will be erected to protect the adjoining property for the duration of works. If the existing fence is to be removed it will be reinstated after the duration of works.
- At no time is any damage to occur to your property while these works are taking place. In the unlikely event damage may occur, it will be reinstated at our cost.

### ***Protection Work***

Protection works should include but not limited to details of any of the following;

- For the retaining wall, excavator will be used to dig footings as per engineering then pour concrete using pump and brick laying by hand
- Construction of footings will be dug using excavator to dig trenches and manually completing reo as per engineering and concrete filling using concrete pump, timber framing then brick laying and roof plumbing by hand.

**Information about protection of an adjoining owner under the Building Act 1993 in relation to proposed protection work**

In accordance with section 92 of the **Building Act 1993**, at any time after this notice is given to the adjoining owner, the relevant building surveyor must make available to the adjoining owner, on request, for inspection, without charge, any plans, drawings and specifications of the proposed building work in the possession or control of the relevant building surveyor. The relevant building surveyor's name and contact details are on page 1 of this notice.

If the proposed protection work is agreed to by the adjoining owner or determined as being appropriate by the relevant building surveyor under section 87(1) of the **Building Act 1993** or by the Building Appeals Board under section 141 of the **Building Act 1993** (as the case requires), the owner must—

- (a) before the commencement of any protection work—
  - (i) ensure that a contract of insurance is in force in accordance with section 93 of the **Building Act 1993** against damage by the protection work to the adjoining property and other liabilities described in that section; and
  - (ii) make a full and adequate survey of the adjoining property in accordance with section 94 of the **Building Act 1993**; and
- (b) pay to an adjoining owner all costs and expenses necessarily incurred by the adjoining owner in assessing proposed protection work and in supervising the carrying out of protection work in relation to an adjoining property in accordance with section 97 of the **Building Act 1993**; and
- (c) compensate an adjoining owner or an adjoining occupier for inconvenience, loss or damage suffered by the adjoining owner or adjoining occupier in connection with the carrying out of protection work in accordance with section 98 of the **Building Act 1993** or an order of the Building Appeals Board under section 159 of that Act.

**Signature**

Signature of \*owner/\*owner's agent

A handwritten signature in black ink, appearing to be 'EB' or similar, enclosed within a circular scribble.

Date

3 September 2021

*This statement is approved by the VBA for the purposes of regulation 113(1) of the Building Regulations 2018.*

### Purpose

The purpose of this statement is to provide adjoining owners with information about —

- the operation of the protection work process under the *Building Act 1993* (the Act) and the *Building Regulations 2018* (the Regulations); and
- the procedure for the resolution of disputes relating to protection work.

### Protection work provisions and definitions

Requirements relating to protection of adjoining property are contained in Part 7 of the Act and Division 1 of Part 7 of the Regulations.

The following terms are defined in the Act:

#### Adjoining owner

The owner of an adjoining property.

#### Adjoining property

Land (including any street, highway, lane, footway, square, alley, and right of way) situated in relation to the site on which building work is to be carried out, so as to be at risk of significant damage from that building work.

#### Building Appeals Board

The Building Appeals Board (BAB) under Part 10 of the Act.

#### Owner

In relation to a building, means the owner of the land on which the building is situated.

#### Protection work

Work that may include, however, is not limited to:

- Underpinning, including vertical support, lateral support, protection against variation in earth pressures, ground anchors and other support for the adjoining property;
- Shoring up of the adjoining property (which may include retaining walls and bored piers);
- Overhead protection for adjoining property;
- Other work designed to maintain the stability of adjoining property or to protect it from damage from building work;
- Any work or use of equipment necessary for the provision, maintenance and removal of work referred to above,
- whether or not the work or equipment is carried out or used on, over, under, or in the air space above the land on which the building work is, or is to be carried out, or the adjoining property.

---

## Part 1: Operation of the protection work process

An owner is entitled to carry out building work on their land. However, sometimes that work has the potential to cause damage to adjoining property. The Act provides a process for the protection of adjoining property from the risk of significant damage.

Examples of when adjoining property can be affected are when building work involves excavations, where the building work is adjacent to boundary walls, and where there is a risk of building materials or equipment falling across boundaries during the construction process.

Common types of protection work include:

- Retaining walls;
- Bored piers;
- A gantry or other overhead barriers to prevent material from falling onto a roof or other part of the adjoining property;
- Propping of party walls or common walls;
- Underpinning of existing footings.

The relevant building surveyor (RBS) plays a central role in the protection work process, determining whether protection work is required, overseeing the consultation process and ensuring that proposed protection work is adequate. The independence of the RBS is critical to their role in the process.

The Act provides that where protection work is required, the adjoining owner must be consulted about proposed work or other actions that will be undertaken to protect their property.

There are mechanisms for owners and adjoining owners to appeal to the Building Appeals Board against decisions of the RBS. The BAB can also determine disputes between owners and adjoining owners about protection work matters. Further information about resolution of disputes is provided in Part 2 of this statement.

## The distinction between protection work and building work

**Protection work** is work to protect an adjoining property. It can be done on an adjoining property or on the building site where the building work is occurring, or both. Where protection work needs to be done on the adjoining property, the Act allows for access to the adjoining property to undertake the required protection work (Act, section 95).

**Building work** is the work being done that gives rise to the need for protection work. Building work can only be done within the boundaries of the building site for which a building permit is issued.

The protection work process does not entitle an owner to access an adjoining property to undertake building work. Access to an adjoining property to conduct building work must be arranged by agreement with the owner of the adjoining property.

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## Overview of the role of the RBS

The role and responsibilities of the RBS in relation to protection work are summarised as follows:

- To determine whether protection work is required as part of the assessment of a building permit or at any time during the construction phase when it becomes apparent that protection work may be required (Regulations, regulations 111-112);
- To document their determination that protection work is required (Regulations, regulation 111);
- To review any protection work notices exchanged between the owner and the adjoining owner;
- To assess whether the proposed protection work is adequate;
- To create the required records relating to the above actions throughout the process;
- To lodge documents with the relevant council (sections 30 or 73; regulations 44 or 203);
- To participate in any appeals or other proceedings before the BAB as required;
- To monitor the carrying out of the protection work at mandatory inspections or at any other time as required and take any necessary action if there is any danger to life or property;
- To act independently at all times to assist owners and adjoining owners through the process.

## When is protection work required?

Protection work is only required when the RBS determines that it is necessary (regulation 111).

Regulation 112 sets out the matters the RBS must consider in determining if protection work is required. They are:

- the allotment plan provided with the application for building permit under regulation 25 or 26;
- specifications that describe materials and methods to be used in the proposed building work;
- any demolition required as part of the proposed building work;
- any excavation required as part of the proposed building work;
- any proposed building work in relation to party walls and retaining walls;
- the nature and likely extent of any damage or other adverse effect on the stability or otherwise of any adjoining property that may be caused by the proposed building work;
- any certificate under section 238 of the Act from a registered building practitioner in the category of engineer, class of engineer (civil), certifying that the structural design of the building work complies with the Act and Regulations;
- any other matter the RBS considers relevant.

The definition of 'adjoining property' refers to property being put at risk of 'significant damage' from building work. The term 'significant damage' is not defined in the Act. When considering whether there could be 'significant damage' to adjoining property the RBS should have regard to potential damage to buildings, driveways, paving, gardens, other structures and to potential soil subsidence on the adjoining land.

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## Protection work notices

Having decided that protection work is required, the RBS sets in motion a process that provides both the owner and adjoining owner with certain rights and obligations. It is critical that the administrative process is carried out correctly for those rights to be exercised.

The process is summarised as follows:

- the owner must serve the adjoining owner with a notice in the form of the Protection Work Notice (Form 7) (section 84, regulation 113);
- the adjoining owner must respond to the owner's notice in the form of a Protection Work Response Notice (Form 8) (section 85, regulation 114);
- the RBS must consider the Form 7 and Form 8 notices and determine whether the proposed protection work is appropriate (section 87(1));
- if agreement has not been reached between the owner and adjoining owner, the RBS must follow the procedure in section 87 before making a determination.

Regulation 113 provides that the Form 7 notice prepared by the owner must contain detailed information about the proposed protection work including:

- the determination of the RBS set out in the Form 6;
- 3 copies of the Form 8 notice (or, if the adjoining owner consents to receiving the information electronically, 1 copy);
- a statement that explains the protection work process (this statement);
- plans and specifications with sufficient detail to show how the proposed building work will affect the adjoining property;
- plans and specifications with sufficient detail to show how the proposed protection work will protect the adjoining property;
- an allotment plan complying with regulation 25(1)(d).

## Independent role of the RBS

The RBS acts as an independent decision maker in the protection work process.

The RBS must not prepare the Form 7 notice for the owner or 'approve' the proposed protection work before the notice is given to the adjoining owner.

If there has been no response to the Form 7 notice from the adjoining owner, the RBS should satisfy themselves that the adjoining owner has been properly served. Section 236 sets out ways in which notices may be served under the Act.

If the adjoining owner agrees to the protection work, the RBS must not assume that the proposed protection work is appropriate. The RBS must review the proposed protection work, satisfy themselves that:

- the work is actually protection work; and
- it is appropriate to protect the adjoining property, and
- make a decision on whether to approve the building permit.

If the RBS is not satisfied with the proposed protection work, they should refuse to issue the building permit until a revised proposal is made.



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If the RBS is not satisfied that the prescribed information was provided in the Form 7 notice, including that the proposed protection work is not detailed adequately in plans and specifications provided with the Form 7 notice, the RBS should request additional information. The RBS should also require the owner to revise the Form 7 notice and reserve it on the adjoining owner.

### **Making a determination under section 87**

Where the adjoining owner disagrees with the proposed protection work, or requires more information, the RBS must examine the proposal for protection work and determine the appropriateness or otherwise of the work under section 87 of the Act.

If a request for information is made by the adjoining owner, the RBS must consider if the request is reasonable; and if it is:

- make a request to the owner for that information; and
- provide the information to the adjoining owner.

If the RBS considers the request for information is not reasonable, they should advise the adjoining owner of that decision in writing including the reasons for that decision. The RBS can then make any other inquiries they think fit (section 87(3)) and proceed to make their determination under section 87(1).

The determination made under section 87 must be in the form of Notice of Determination Under Section 87 of the Act (Form 9).

The RBS must give a copy of the Form 9 notice to the owner and adjoining owner (section 87(4)) in accordance with section 236 of the Act.

### **Appeals against a section 87 determination**

The owner or adjoining owner have 14 days from the day after a determination under section 87 has been given to both the owner and the adjoining owner to lodge an appeal against the determination with the BAB.

### **Requiring Protection Work after works have commenced**

There may be situations where damage to adjoining property is not foreseen when the building permit is issued, but circumstances change making protection work necessary. This can occur when there are unexpected site conditions or where the builder does not comply with the building permit.

If the adjoining owner is concerned about damage to their property they should contact the RBS or the MBS (particularly if emergency protection work may be necessary). Contact details for the RBS are provided on a Form 6 determination, a Form 7 notice and are required to be displayed on the allotment for the duration of the building work (regulation 41(2)).

In these cases, the RBS should inspect the site without delay and determine whether protection work is required. The RBS may need to issue a direction to fix (Part 4), or stop the building work from proceeding and/or require work to make the site or adjoining property safe (Part 8).

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A building order to stop building work can be issued by the RBS where the building work contravenes the Act or Regulations, or is a danger to life, safety or health of a person, or affects the support of an adjoining property (section 112).

A building order to stop building work is not appropriate where the owner has failed to comply with administrative provisions contained in sections 93-100 of the Act.

If the RBS issues a building order to stop building work, they may exempt any part of the work from the building order if it is in the interests of safety or security of the building; the public; or to prevent a nuisance (section 112(6)). If an exemption is given under section 112(6), this can allow urgent work to be carried out. However, the RBS should only require works necessary to make the site and any adjoining property safe and stable. The RBS should then promptly make a determination that protection work is required, using Form 6, so that the protection work process can be followed.

The RBS must inform the municipal building surveyor (MBS) immediately if they consider that the condition of the site presents an emergency. Upon being notified, the MBS or their delegate will inspect the site, immediately assess the situation and determine if an emergency order should be made, or other action should be taken.

## Overview of role of the owner

The role and responsibilities of the owner in relation to protection work is summarised as follows:

- to provide adequate information about the proposed building work to the RBS in the building permit application;
- where protection work is required by the RBS, to prepare the Form 7 notice in accordance with the prescribed requirements in regulation 113, including sufficient detail to show how the proposed building work will affect the adjoining property, and sufficient detail to show how the proposed protection work will protect the adjoining property from those effects;
- to serve the Form 7 notice, with documents set out in regulation 113(1) including 3 copies of the Form 8 Protection Work Response Notice (or, if the adjoining owner consents to receiving the information electronically, 1 copy), on the adjoining owner having regard to section 236 of the Act;
- to provide any additional information requested by the RBS;
- not to undertake any building work giving rise to the requirement for protection work until—
  - the adjoining owner has agreed to the protection work;
  - the matter is determined by the RBS;
  - any appeal is determined by the BAB (section 88(1)).
- to only carry out work in accordance with the agreement, the RBS's determination or the determination of the BAB (section 88(2));
- to carry out emergency protection work if required by the VBA under section 89;
- to arrange insurance cover for the protection work before any protection work commences in accordance with section 93 of the Act;
- to arrange for a survey of the adjoining property before any protection work commences in accordance with section 94;

- Sign, or otherwise acknowledge as agreed, a record of the condition of the adjoining property, or refer a dispute to the BAB. The record of survey must be signed and agreed to by all parties before protection work can commence.
- to provide compensation to the adjoining owner for necessarily incurred costs and expenses, inconvenience, loss or damage (section 97 and 98);
- to serve the adjoining owner and the RBS with a complete set of plans, drawings and specifications showing the protection work undertaken, no later than 2 months after the protection work is completed (section 101).

### **Absent or incapable adjoining owner**

If the adjoining owner cannot be found or is incapable of acting, the owner may apply to the Minister for the appointment of a suitable person to act as agent of the adjoining owner during their absence or incapacity (sections 90 and 91).

An adjoining owner may revoke the appointment of an agent by the Minister but that revocation does not affect the validity of the agent's actions before the revocation.

### **Overview of role of the adjoining owner**

The role and responsibilities of the adjoining owner in relation to protection work is summarised as follows:

- to respond to a Form 7 notice served by an owner, within 14 days of service, by—
  - giving the owner, a Form 8 notice agreeing to the proposed protection work; or
  - giving the owner and the RBS, a Form 8 notice disagreeing to the proposed protection work or requesting more information to enable further consideration by the RBS;

An adjoining owner who fails to respond in the required time is taken to have agreed to the proposed protection work.

- may inspect at no cost, drawings and specifications of the proposed building work in the possession of the RBS once a notice of intention to commence the carrying out of building work is given (section 92).
- consider the insurance cover for the protection work proposed by the owner, and agree, or refer a dispute to the BAB (section 93).
- accompany, or arrange for an agent to accompany, the owner or their agent on a survey of the adjoining property (section 94).
- sign, or otherwise acknowledge as agreed, a record of the condition of the adjoining property, or refer a dispute to the BAB. The record of survey must be signed and agreed to by all parties before protection work can commence.
- provide access to the owner or the owner's agent to the adjoining property, after not less than 24 hours notice, or other notice as agreed between the parties, to carry out the survey of the adjoining property, or to carry out the protection work (sections 95 and 96).
- assess proposed protection work, and supervise the carrying out of protection work. Costs and expenses necessarily incurred by the adjoining owner must be paid by the owner, as agreed between the parties, or as determined by the BAB (section 97).

- may apply to the VBA for a declaration that emergency protection work is required (section 89).
- receive from the owner, a complete set of plans, drawings and specifications showing the protection work undertaken, no later than 2 months after the protection work is completed (section 101).

### **Entry on adjoining property**

Section 95 of the Act provides the owner or an agent of the owner with the ability to enter the adjoining owner's property to carry out a survey and any required protection work. Before entry, the adjoining owner must be given 24 hours notice, unless another time frame as agreed by the parties. Entry on the adjoining property for this purpose is available between the hours of 8am and 6pm.

The right of entry to carry out protection work does not apply to entry for any other purpose, such as carrying out of building work. Entry for that purpose will require agreement between the builder and adjoining owner.

### **Part 2: Procedure for the resolution of disputes relating to protection work**

A dispute between the owner and the adjoining owner relating to protection work may be referred to the BAB under Part 10 of the Act. The RBS must not act as an arbiter where there is disagreement between the owner and an adjoining owner.

If the owner and an adjoining owner do not agree about —

- how or when emergency protection work required by declaration under section 89(1) of the Act is to be carried out (section 151);
- the nature of cover to be provided under a proposed contract of insurance under section 93 of the Act, or about the amount to be insured under the contract (section 152);
- how or when a survey of the adjoining property is to be carried out under section 94, or about the adequacy of the survey (section 153);
- the costs and expenses necessarily incurred by the adjoining owner in supervising protection work under Part 7 of the Act (section 154);
- any other matter under Part 7 of the Act, and the BAB does not have jurisdiction to deal with the matter under any other provision of Part 7 (section 155),

either of them may refer the matter to the BAB.

An adjoining owner may also apply to the BAB under section 159 of the Act for an order determining the amount of compensation for inconvenience, loss or damage suffered during the carrying out of protection work under Part 7 of the Act.

The application process, application form, fee, hearing procedure and other details relating to referral of a dispute, or an application for a compensation order, to the BAB are set out on the BAB website at [www.buildingappeals.vic.gov.au](http://www.buildingappeals.vic.gov.au).

### **Further Information**

Further information about the protection work provisions of the Act and Regulations is available on the VBA website, [www.vba.vic.gov.au](http://www.vba.vic.gov.au).



Australian Government  
Australian Taxation Office



MR YEOW H KOH  
802/15 QUEENS ROAD  
MELBOURNE VIC 3004

Our reference: 7127293469422

Phone: 13 28 66

18 February 2022

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello YEOW,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number 2410639853899

Vendor name YEOW HEE KOH

Clearance Certificate Period 18 February 2022 to 20 February 2023

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
Emma Rosenzweig  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign  
resident capital gains withholding  
at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas,  
phone **+61 2 6216 1111** and ask  
for **13 28 66** between 8:00am  
and 5:00pm Australian Eastern  
Standard time, Monday to Friday.



Australian Government  
Australian Taxation Office



MRS LAI W KOH  
802/15 QUEENS ROAD  
MELBOURNE VIC 3004

Our reference: 7127293303289

Phone: 13 28 66

18 February 2022

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello LAI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number 2410639851624

Vendor name LAI WAN KOH

Clearance Certificate Period 18 February 2022 to 20 February 2023

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
Emma Rosenzweig  
Deputy Commissioner of Taxation

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