

Contract of sale of land

Property: G04 / 136 PRINCESS STREET KEW VIC 3101

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

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

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

.....

State nature of authority, if applicable:

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

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

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

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Langwell Happer

Address: 416 High Street, Kew, VIC 3101

Email: peter@langwellharper.com.au

Tel: 9276 5900

Mob: 0413 757 357

Fax:

Ref:

Vendor

Name: **VAN NGUYEN**

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: A. B. Natoli Lawyers

Address: 24 Cotham Road, Kew Vic 3101

Email: dan.nguyen@abnatoli.com.au

Tel: 0398533222

Mob:

Fax: (03) 9853 3679

Ref: PMN:DN:73211

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11913 Folio 287	4	PS735375F
Volume Folio		

If no title or plan references 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 **G04/136 Princess Street, Kew 3101**

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

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

- ☐
OR
- ☐ a residential tenancy for a fixed term ending on
- ☐
OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

- ☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- ☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

RULES OF AUCTION

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

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The Auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the Auction.
2. The Auctioneer may refuse any bid.
3. The Auctioneer may determine the amount by which the bidding is to be advanced.
4. The Auctioneer may withdraw the property from sale at any time.
5. The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
6. In the event of a dispute concerning a bid, the Auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The Vendor is the person who is selling the property that is being Auctioned. There may be more than one Vendor. Where there are two or more Vendors, they are selling the property as Co-Owners.

Bidding by Co-Owners

Where there are two or more Vendors of the property, one or some or all of them may bid to purchase the property from their Co-Owners. The Vendor or Vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the Auctioneer.

Vendor bids

The law of Victoria allows Vendors to choose to have bids made for them by the Auctioneer. If this is the case, it will be stated as the first rule applying to the Auction. However, these bids cannot be made for a Co-Owner intending to bid to purchase the property from their Co-Owner or Co-Owners.

The Auctioneer can only make a Vendor bid if—

- the Auctioneer declares before bidding starts that he or she can make bids on behalf of a Vendor; and
- states how these bids will be made; and the Auctioneer states when making the bid that it is a bid for the Vendors. The usual way for an Auctioneer to indicate that he or she is making a Vendor bid is to say "Vendor bid" in making the bid.

What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any Co-Owners intending to bid to purchase the property from their Co-Owners, and whether Vendor bids can be made. The Auctioneer must display the rules that apply at the Auction.

It is possible that a Vendor may choose to have additional conditions apply at the Auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the Auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the Rules

The law requires that a copy of the rules and conditions that are to apply to a Public Auction of Land be made available for public inspection a reasonable time before the Auction starts and in any case not less than 30 minutes before the Auction starts.

Questions

A person at a Public Auction of Land may ask the Auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the Auction is being conducted and the conduct of the Auction.

Forbidden activities at Auctions

The law forbids—

- any person bidding for a Vendor other than—
 - the Auctioneer (who can only make bids for a Vendor who does not intend to purchase the property from their Co-Owner or Co-Owners); or
 - a representative of a Vendor who is a Co-Owner of the property wishing to purchase the property from their Co-Owner or Co-Owners.
- the Auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it is made by a Vendor (or their representative) who is a Co-Owner wishing to purchase the property.
- the Auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the Vendor, other than a Vendor who is a Co-Owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a Public Auction of Land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a Public Auction of Land, a person at the Auction may ask the Auctioneer to indicate who made a bid. Once such a request has been made, the Auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an Auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a Public Auction of Land.

The Cooling Off period does not apply to public Auctions of land

If you purchase a property that has been offered for sale by public Auction either at the Auction or within 3 clear business days before or after the Auction, there is no Cooling Off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public Auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "Law Today".

Special Conditions

1. General Conditions

- 1.1. The Purchaser agrees and acknowledges that the General Conditions herein contained are modified and, in the event of inconsistency with any particular provision thereof, that provision is superseded by the following provisions:
- (a) General Condition 9 (Consents) is deleted and replaced with the following: -
"Except to the extent otherwise provided for in this contract, the Purchaser must obtain all necessary consents or licences required for the sale. The Vendor must sign all consents and authorisations as reasonably required by the Purchaser to obtain any necessary consent or licence";
 - (b) General Condition 12 (Builder warranty insurance) is deleted;
 - (c) General Condition 17.1(b)(i) (Settlement) is deleted and replaced with the following: -
"provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land";
 - (d)
 - i. For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies; and/or
 - ii. General Condition 28 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.
 - (e) General Condition 4 (Nominee) is amended by adding an additional sentence as follows: -
"Any nomination must be made at least 10 days before the Settlement Date. If the Purchaser wishes to nominate it must deliver to the Vendors solicitors:
 - i. a nomination notice executed by the relevant parties;*
 - ii. a copy of the duly signed nominee statutory declaration required by the State Revenue Office; and*
 - iii. where the nominee purchaser is or includes a company, not listed on the Australian Stock Exchange a guarantee and indemnity, executed by all the directors and shareholders of the nominee Purchaser company in the form of the guarantee annexed hereto.*
 - (f) General Condition 31.4 to 31.6 (Loss or damage before settlement) are deleted.
 - (g) General Condition 33 is amended by deleting "2%" and replacing it with "4%".

2. Compliance with Applicable Law

- 2.1. The Vendor does not represent or warrant that the property, its use or the condition of the property complies with Applicable Law.
- 2.2. The Purchaser buys the property subject to any Applicable Law, including the requirements of any planning scheme or planning permit.
- 2.3. The Purchaser may not make any requisition or objection nor claim any compensation from the Vendor for any actual or alleged non-compliance with Applicable Law. The Vendor does not have to pay all or some of the cost of complying with Applicable Law.
- 2.4. "Applicable Law" includes acts, regulations, by-laws, local laws, rules, or requirements of any municipality, statutory authority or corporation with statutory jurisdiction over the property (including any Body Corporate or Owner Corporation under the Owners Corporation Act 2006) or any other statutory requirements applying to the property. It also includes planning, building, subdivision, environment, occupational health and safety and all laws requiring, restricting or imposing liability for works on the property.

3. Condition of the property

- 3.1. The Purchaser acknowledges that the parties have inspected the property hereby sold and accepts the condition thereof.
- 3.2. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that:
- (a) she/he is purchasing the property in its present condition and state of repair and with any defects as regards its construction and as inspected and existing as at the date hereof; and
 - (b) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property.

- 3.3. The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to fitness for any particular purpose or otherwise in respect to same and the Purchaser expressly releases the Vendor and/or its servants or agents from any claims or demands in respect thereto.

4. Purchasers buying unequal interest

- 4.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property ('the proportions').
- 4.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- 4.3. 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 differing from those in the Contract.
- 4.4. This Special Condition will not merge on completion.

5. Purchaser's acknowledgments

- 5.1. The Purchaser acknowledges and admits that: -
- (a) she/he has entered into this Contract on the basis of her/his own inspections and the enquiries she/he has carried out (if any);
 - (b) in entering into this Contract she/he has relied on her own judgement;
 - (c) she/he has not relied on any representations by the Vendor, the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein; and
 - (d) the conditions and stipulations hereof constitute the only and entire agreement between the Purchaser and the Vendor.
 - (e) the land as offered for sale and inspected by her/him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from her/his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended).

6. Purchaser's breach/delay

- 6.1. General Condition 32 (Breach) is deleted and replaced with the following: -
"A purchaser who breaches this Contract must pay to the Vendor on demand:
- (a) the full amount payable under the Contract, whether due to be paid or not; and*
 - (b) compensation for any reasonably foreseeable loss to the Vendor resulting from the breach; and*
 - (c) any interest due under the Contract as a result of the breach".*
- 6.2. The Purchaser agrees that the Vendor shall not be liable for any damages, costs or interest whatsoever or however arising. In the event the Purchaser fails to complete the purchase of the property on the due date under the Contract, then the Vendor will or may suffer the following losses and expenses which the Purchaser hereby agrees to pay, in addition to the interest chargeable on the balance of the purchase monies in accordance with the terms of this Contract: -
- (a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance, and/or
 - (b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement; and/or
 - (c) accommodation expenses necessarily incurred by the Vendor; and/or
 - (d) legal costs and expenses of the Vendor as between Solicitor and our client; and/or
 - (e) penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs including legal costs), interest and/or other penalties including those of a like nature to those set out in the Special Condition).

7. Foreign Acquisitions and Takeovers Act 1975

- 7.1. The Purchaser warrants to the Vendor that any approval required under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to enter into this Contract has been obtained or that a statement of non-objection in connection with the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* has been obtained. The Purchaser undertakes to keep the Vendor fully indemnified against any loss, real or consequential, which the Vendor or the Vendor's appointed servants or agents may suffer as a result of the Purchaser failing to obtain the aforesaid approval or statement of non-objection or both which failure results in loss or damage to the Vendor.

8. Guarantees – nominations/companies

- 8.1. If the within named Purchaser is a proprietary company not listed on the Australian Stock Exchange it agrees that it will within the period of fourteen days from the date hereof procure and deliver to the Vendor or the Vendor's Solicitor a Guarantee and Indemnity in the form annexed hereto duly executed by all of its directors and shareholders (as recorded in the Australian Securities Commission as at the date hereof).

9. Section 27 Release

- 9.1. The Purchaser agrees that the 28 days waiting period begins when the Section 27 deposit release statement is served by the Vendor's representative and General Condition 14.3 is amended accordingly. Any mortgagee or caveator's section 27 letter or Mortgage Discharge Advice can be provided at any time during the 28 day period.

10. Tenancy arrangements (if any)

- 10.1. The Property is sold subject to the tenancy/ies details of which are set out in the Section 32 Statement appended to this Contract.
- 10.2. The Purchaser acknowledges that the Vendors shall have the right from the day of sale up to and including the Settlement Date to manage the property, deal with the tenant/s, and review rentals in the ordinary course of business and otherwise do all things which may be reasonable and necessary or ancillary to the conduct of the Property as an income producing investment.
- 10.3. The Vendor does not warrant that: -
(a) the tenancy agreement/s will be in existence on the Settlement Date; or
(b) the Tenant/s has/have observed the items and conditions of the agreement/s on the Settlement Date.
- 10.4. The Purchaser shall not make any objection, requisition or claim for compensation nor shall the Purchaser delay completion or rescind this contract if the tenancy agreement/s is not in existence or the Tenant is in default on the Settlement Date.
- 10.5. Should the Tenant/s be in arrears in the payment of any monies payable under the agreement as at the Settlement Date and the Vendor wishes to commence legal proceedings against any Tenant for the recovery of all or part of such moneys, notwithstanding Section 141 of the Property Law Act 1958, the Purchaser agrees to allow the Vendor to commence such proceedings in the Purchaser's name at the Vendor's expense and the Purchaser agrees to do all things reasonably required by the Vendor to obtain recovery of such moneys.
- 10.6. The rents and profits of the Property ("Rent") paid or payable to the Vendor by the Tenant/s pursuant to the agreement will be apportioned at settlement between the Vendor and the Purchaser in the following manner:-
(a) the Vendor shall be entitled to all Rent in respect of the period up to and including the Settlement Date and the Purchaser shall be entitled to all Rent after that date.

(b) the Purchaser shall not in any circumstances be entitled to adjust against the Vendor in respect of Rent payable but unpaid for any period from the Settlement Date.
- 10.7. If after the Settlement Date the Purchaser receives Rent in respect of a period the whole or part of which occurred on or prior to the Settlement Date, the Purchaser shall hold in trust for and pay to the Vendor within 7 days of its receipt such Rent or a proportion thereof equal to the proportion which the number of days of such period prior to and including the Settlement Date bears to the total number of days in such period.
- 10.8. General Condition 23 shall be read and construed subject to the proviso that there shall be no apportionment or adjustment of the rates taxes and other outgoings ("Outgoings") payable by the Tenant/s pursuant to the tenancy agreement/s and the Vendor shall not be called upon to pay any such Outgoings that may be unpaid on the Settlement Date save that in the case of any Outgoings paid by the Vendor and not reimbursed by the tenants the Purchaser shall reimburse them to the Vendor and the Purchaser shall then be entitled to recover them from the tenant under the terms of the tenancy agreement/s.

10.9 The Purchaser acknowledges being advised of the leases that are attached to the Section 32 are those that are available for the Purchaser and the Purchaser will not require the production of the original leases.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

I/WE

(hereinafter called "the Guarantors") **in consideration** of the within-named Vendor selling to the within-named Purchaser and/or in consideration of the within-named Vendor selling to the nominees of the within-named Purchaser (howsoever expressed) at my/our request the land described in the within Contract and upon the terms and conditions therein set forth,

I/WE DO HEREBY COVENANT with the said Vendor (jointly and severally, if more than one) for myself/ourselves my/our executors and administrators that if at any time default shall be made in the payment of the deposit moneys or residue of purchase money or interest or other moneys payable by the Purchaser and/or the nominee or nominees to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser and/or the nominee or nominees.

IWE will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs claims actions charges and expenses whatsoever which the Vendor may incur or be liable to by reason of any default as aforesaid on the part of the Purchaser and/or the nominee or nominees.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or the performance or observance of any of the agreements obligations or conditions therein contained or by time be given to the Purchaser and/or the nominee or nominees for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing my/us our executors or administrators.

AS WITNESS our hands and seals the _____ day of _____ 2025

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

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

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

Vendor Statement

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

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

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

Land	G04 / 136 PRINCESS STREET KEW VIC 3101	
Vendor's name	Van Nguyen	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

(a) *There are none to the personal knowledge of the vendor/s, save the usual rates and land tax charges that will be adjusted in the usual way at settlement.*

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As set out in the attachment. In addition, there may be pipes, drains, sewers, conduits, wires, meters, fixtures

and fittings on, under or passing over the property being the property of a municipal, public and/or private authority in respect of the various utilities servicing the property or neighbouring properties. The Purchaser buys subject to the same and so should satisfy himself before signing any Contract.

- (b) Particulars of any existing failure to comply with their terms are as follows:-

There are none to the personal knowledge of the Vendor.

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 regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.4 Planning Scheme

- (a) *Attached is a certificate with the required specified information.*

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- (a) *There are no such notices, orders, declarations, reports or recommendations to the personal knowledge of the Vendor/s, save for those attached to this statement. The Vendor/s have no means of knowing of all of the decisions of Government Departments, Council and Public or other Authorities unless communicated to the Vendor/s.*

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:

- (a) *Not applicable*

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:

- (a) *Not applicable*

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

The Purchaser should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Some or all of the above services may be disconnected by the Vendor prior to settlement in which case the Purchaser may become liable to pay re-connection fees.

9. TITLE

Attached are copies of the following documents:

9.1(a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and*
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):*

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- (a) Is attached.*

13. IMPORTANT WARNING TO PURCHASER AND RESERVATIONS

- (a) The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.*
- (b) The property may be located in an area where commercial agricultural activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.*
- (c) You should check with the appropriate authorities as to the availability of and the cost of providing any essential services not connected to the Land.*
- (d) The Vendor (nor the agent) make no representations in relation to the condition of the Property and the Purchaser must rely on the Purchaser's own enquiries and inspections.*

- (e) *The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser could be required to pay, in addition to the interest chargeable on the balance of the purchase monies, in accordance with the terms of the Contract:-*
- i. the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance; and/or*
 - ii. interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement; and/or*
 - iii. accommodation expenses necessarily incurred by the Vendor; and/or*
 - iv. legal costs and expenses as between Solicitor and our client; and/or*
 - v. penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property (without limiting the generality of the foregoing to include any payment of costs, interest and/or other penalties).*
- (f) *If the property should include a swimming pool, all existing swimming pools and spas installed prior to 8 April 1991 are required to comply with the minimum standards of the Building Regulations 1994, Regulation 5.13 by 1 July 1997. More information may be obtained from your Council. The Vendor makes no warranty or representation that any pool, pond, fountain or spa complies with the relevant regulations and the Purchaser buys and accepts the same (if any) as is and will make no claim for compensation nor requisition in this regard.*
- (g) *Since 1 January 1997 all dwellings will be required to have smoke detectors installed by 31 January 1999 or if the property is sold any time prior to 31 January 1999 then compliance must occur within 30 days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia, Clause E1.7 and Regulation 5.14 of the Building (Amendment) Regulations 1996. These provisions require self-contained smoke alarms that comply with AS3786. The Vendor makes no warranty or representation that any smoke detectors that are on the premises (if any) comply with the relevant regulations and the Purchaser buys and accepts the Property as is and will make no claim for compensation nor requisition in this regard.*

14. ATTACHMENTS

Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

consumer.vic.gov.au/duediligencechecklist



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

GST NOTIFICATION

VENDOR: VAN NGUYEN

PROPERTY: G04 / 136 PRINCESS STREET KEW VIC 3101

TO: THE PURCHASER / NOMINEE

The Vendor warrants that 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) and that the Purchaser is not required to make any payment to the Commissioner of Taxation in respect of the supply.

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

Page 1 of 1

VOLUME 11913 FOLIO 287

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LAND DESCRIPTION

Lot 4 on Plan of Subdivision 735375F.

PARENT TITLES :

Volume 02444 Folio 771 Volume 03132 Folio 304

Created by instrument PS735375F 07/09/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

VAN NGUYEN of 136 PRINCESS STREET KEW VIC 3101
AS102135F 18/04/2019

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 PS735375F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 136 PRINCESS STREET KEW VIC 3101

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS735375F

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS735375F
Number of Pages (excluding this cover sheet)	10
Document Assembled	27/12/2024 11:09

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PLAN OF SUBDIVISION			EDITION 1	PS 735375F	
LOCATION OF LAND PARISH: BOROONDARA TOWNSHIP: SECTION: CROWN ALLOTMENT: 59 (PART) CROWN PORTION: TITLE REFERENCE: Vol. 3132 Fol. 304 Vol. 2444 Fol. 771 LAST PLAN REFERENCE: LOTS 88 & 89 ON LP461 POSTAL ADDRESS: 136 PRINCESS STREET (at time of subdivision) KEW MGA CO-ORDINATES: E: 326 635 ZONE: 55 (of approx centre of land N: 5 814 780 GDA 44 in plan)			Council Name: Boroondara City Council Council Reference Number: Subcer16/00256 Planning Permit Reference: PP16/01291 SPEAR Reference Number: S095147B Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Roxanne Marie Kavanagh for Boroondara City Council on 26/06/2017 Statement Of Compliance issued: 15/08/2017		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		Total site area : 1845m² Number of lots : 31 Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: Median : Boundaries marked M Interior Face : All other boundaries ----- Lines shown thus define a structure of the building that does not constitute a boundary. Common Property 1 is all the land in the plan except the lots and it includes the the structure of all walls, floors, ceilings, windows, doors and balustrades which define boundaries except those boundaries marked M. Lots 204,206 & 207 comprise of 2 parts. Lots 1 to 10, 101 to 112, 201,202,203,208 comprise of 3 parts. Lots 11 & 205 comprises of 4 parts. Bal-Balcony Ter-Terrace All internal columns, service ducts, pipe shafts, cable ducts & service installations within the building are deemed to be part of common property No.1. The positions of these columns, service ducts, pipe shafts, cable ducts & service installations may not have been shown on the diagrams contained herein. Lots in this plan may be affected by one or more Owners Corporations. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.		
Nil	Nil				
NOTATIONS					
DEPTH LIMITATION: Does not apply					
SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: office@goodisonsurveying.com.au			SURVEYORS FILE REF: 14690 Digitally signed by: Bernard Goodison (Goodison & Associates), Surveyor's Plan Version (2), 22/06/2017, SPEAR Ref: S095147B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 10 PLAN REGISTERED TIME: 10:56 DATE: 7/9/17 Randall McDonald Assistant Registrar of Titles

PS 735375F

MGA94 Zone 55

PRINCESS STREET

84.15

8°19'

36.58

97°53'

50.30

SEE DIAGRAMS
1 TO 4
FOR DETAILS

36.58

187°53'

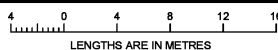
50.58

277°53'

GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: office@goodisonsurveying.com.au

SCALE
1:400



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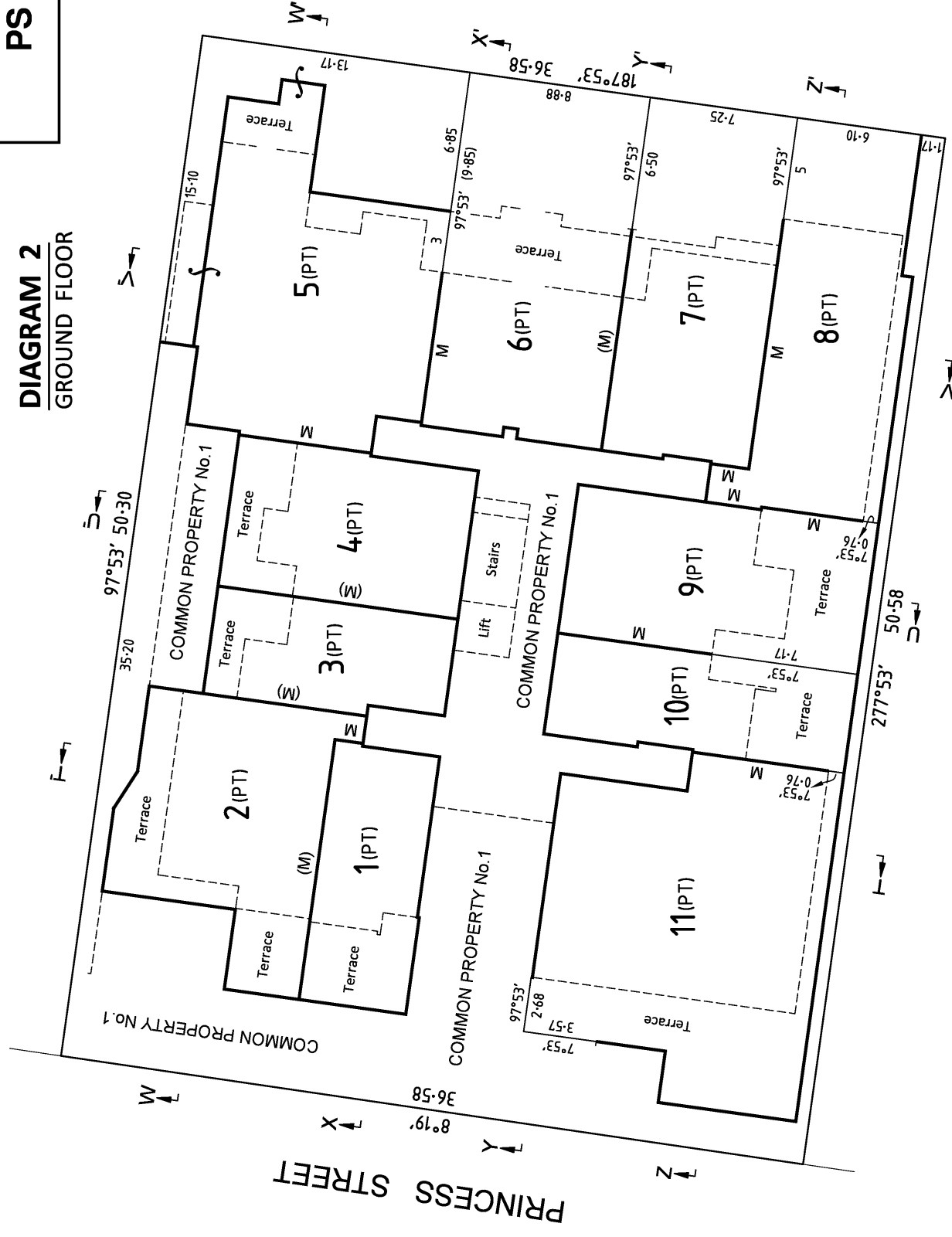
SHEET 2

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Boroondara City Council,
26/06/2017,
SPEAR Ref: S095147B

PS 735375F

DIAGRAM 2
GROUND FLOOR

GROUND FLOOR



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26/06/2017,
SPEAR Ref: S095147B

SCA

SCA

LENGTHS ARE IN METRES

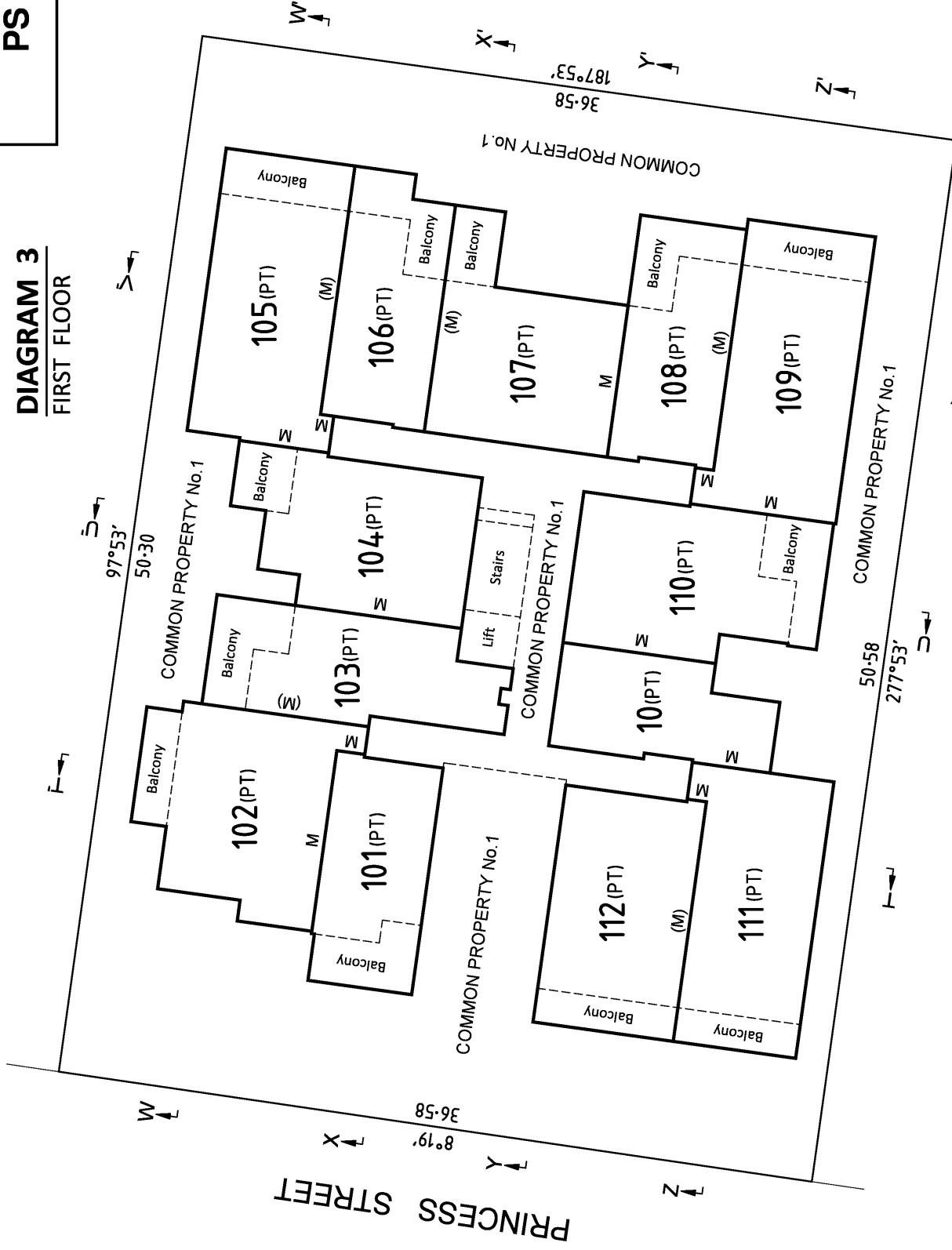
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ORIGINAL SHEET
SIZE: A3

SHEET 4

PS 735375F

DIAGRAM 3
FIRST FLOOR



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TEL: 9428-1818 FAX: 9428-0015
E-mail: office@goodisonsurveying.com.au

SCALE
1:200

LENGTHS ARE IN METRES

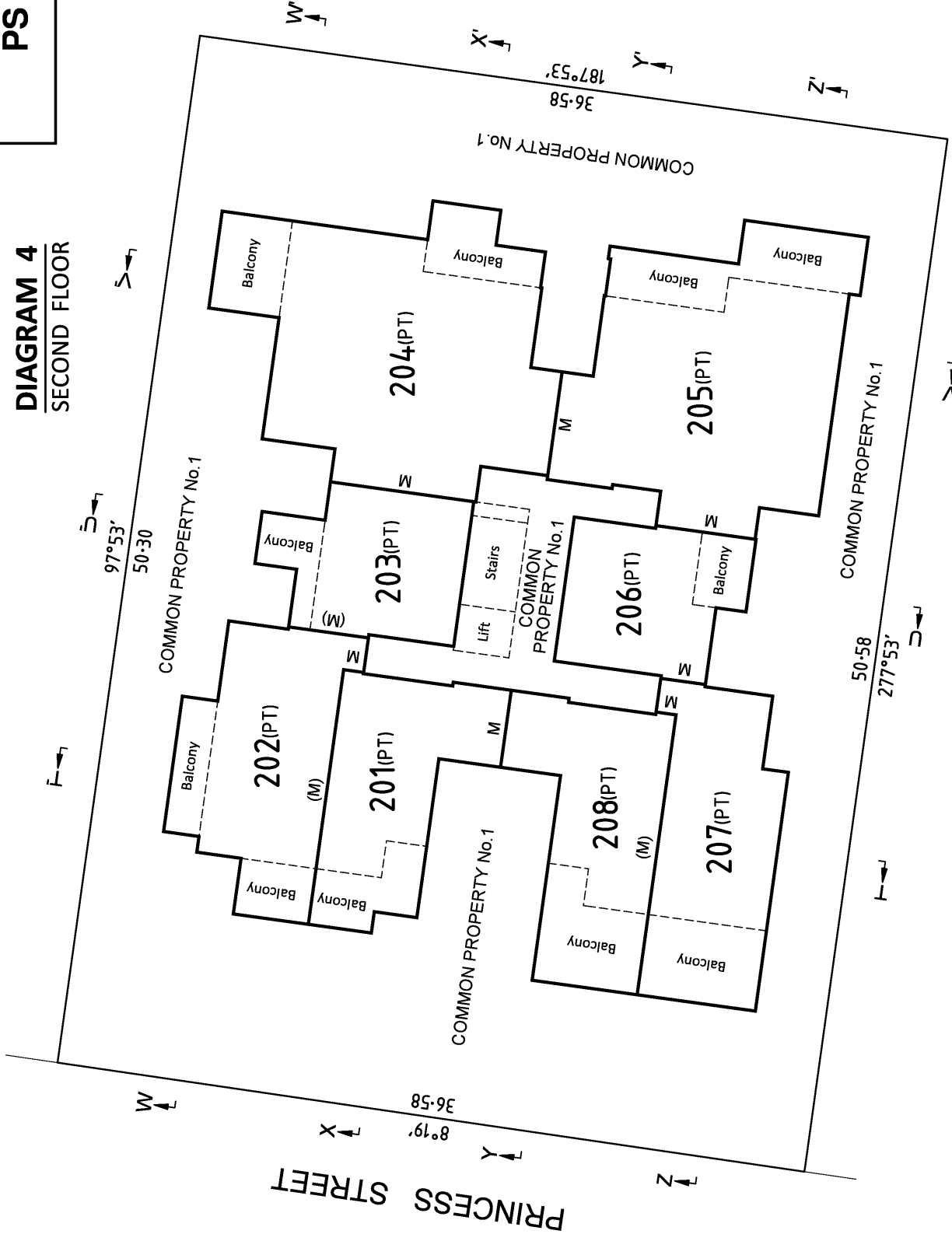
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SHEET 5

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SPEAR Ref: S095147B



MGA94 Zone 55

GOODISON & ASSOCIATES
 LICENSED SURVEYORS
 LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
 TEL: 9428-1818 FAX: 9428-0015
 E-mail: office@goodisonsurveying.com.au

SCALE
1:200

2 0 2
LENGTHS

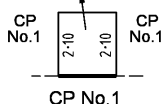
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22/06/2017, SPEAR Ref: S095147B

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LENGTHS ARE IN METRES
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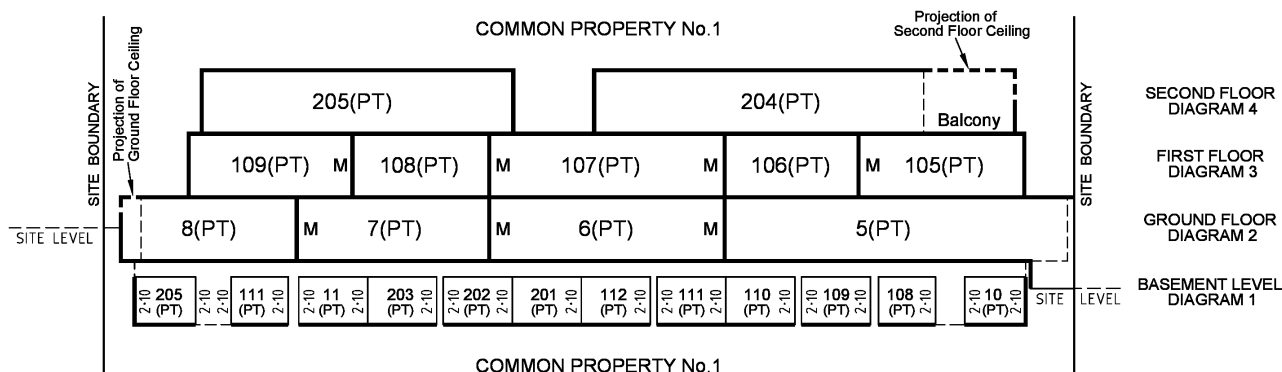
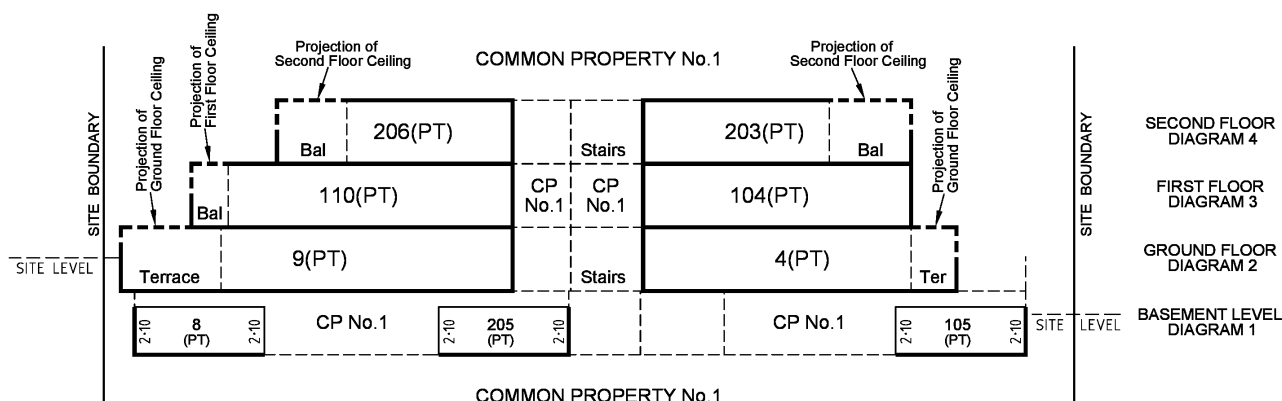
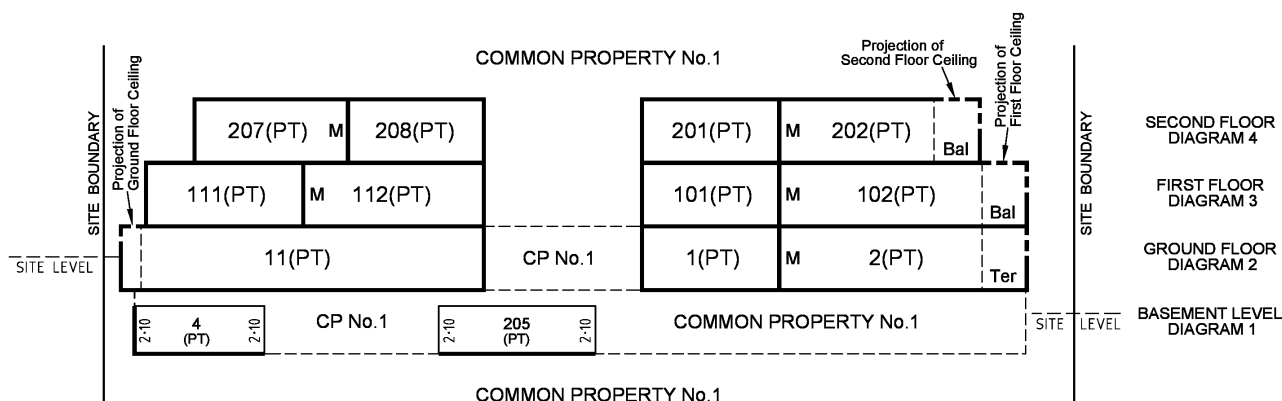
PS 735375F

ALL PART LOTS ON
ENLARGEMENT 1,2,3,4,5



TYPICAL ELEVATION

BASEMENT LEVEL
FOR ALL PART LOTS SHOWN ON
ENLARGEMENTS 1,2,3,4 & 5



GOODISON & ASSOCIATES

LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: office@goodisonsurveying.com.au

SCALE

LENGTHS ARE IN METRES

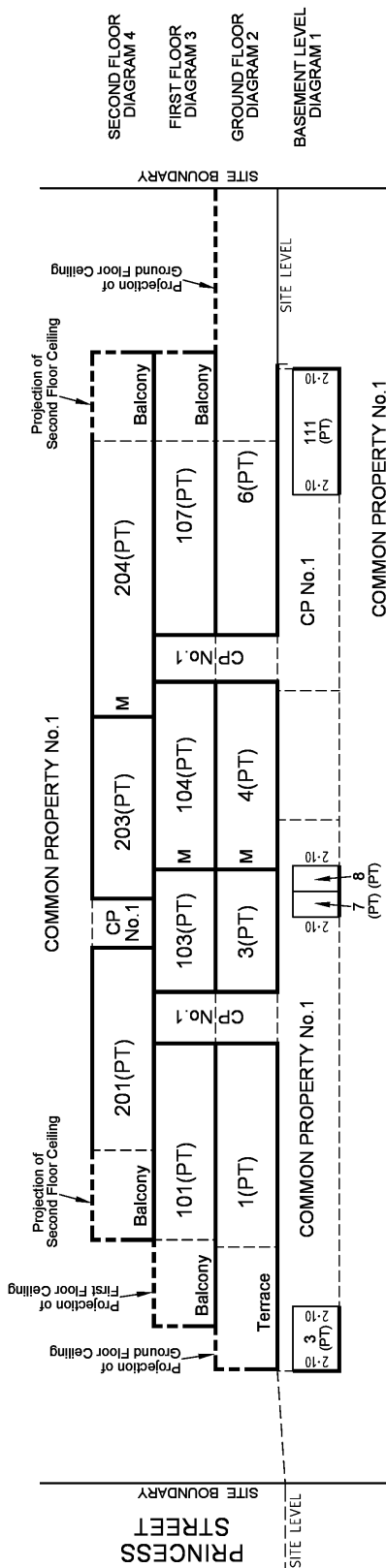
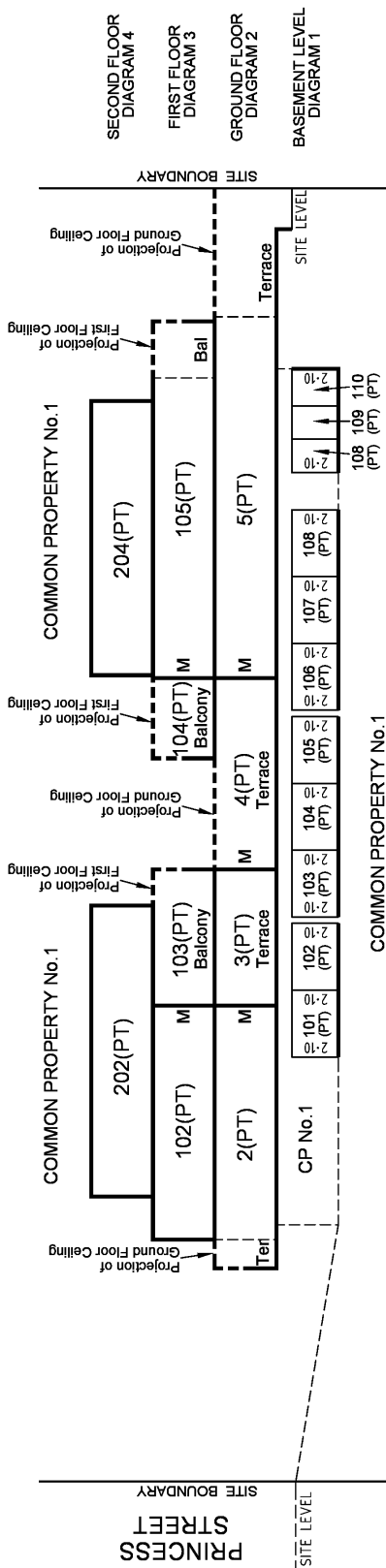
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22/06/2017, SPEAR Ref: S095147B

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SIZE: A3

SHEET 8

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Boroondara City Council,
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SPEAR Ref: S095147B

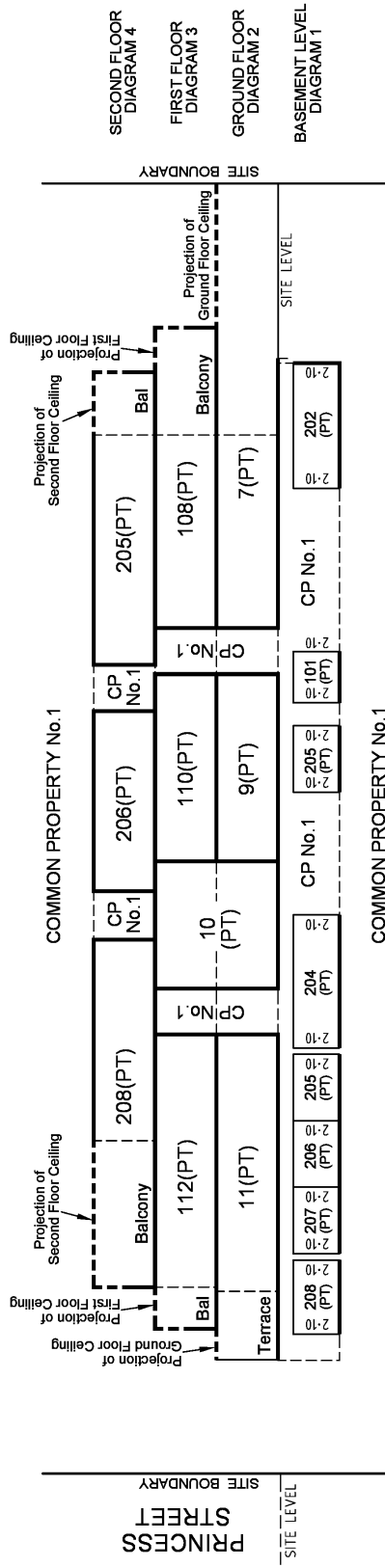
PS 735375F



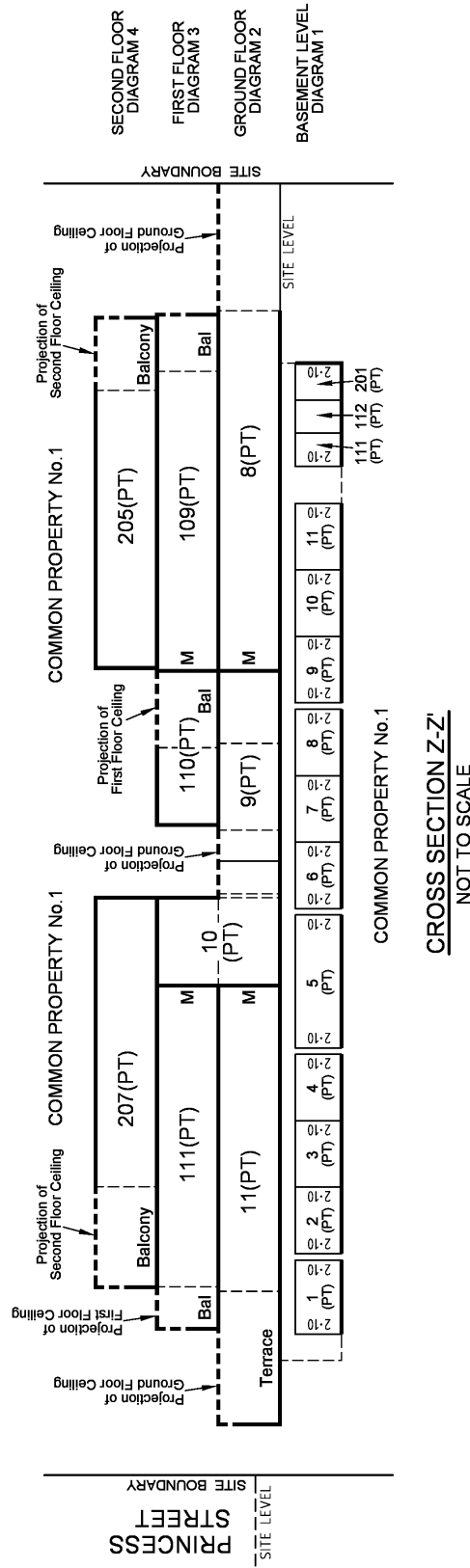
GOODISON & ASSOCIATES
LICENSED SURVEYORS
LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
TEL: 9428-1818 FAX: 9428-0015
E-mail: office@goodisonsurveying.com.au

SCALE		LENGTHS ARE IN METRES	
ORIGINAL SHEET SIZE: A3		SHEET 9	
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PS 735375F



CROSS SECTION Y-Y'
NOT TO SCALE



CROSS SECTION Z-Z'
NOT TO SCALE

GOODISON & ASSOCIATES
 LICENSED SURVEYORS
 LEVEL 1 424 BRIDGE ROAD RICHMOND 3121
 TEL: 9428-1818 FAX: 9428-0015
 E-mail: office@goodisonsurveying.com.au

Digitally signed by: Bernard Goodison (Goodison & Associates),
Surveyor's Plan Version (2),
22/06/2017, SPEAR Ref: S095147B

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26/06/2017,
SPEAR Ref: S095147B

SHEET 10

ORIGINAL SHEET
SIZE: A3



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 27/12/2024 11:09:26 AM

OWNERS CORPORATION 1
PLAN NO. PS735375F

The land in PS735375F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 11, 101 - 112, 201 - 208.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

UNIT G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC036560H 07/09/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC036561F 07/09/2017

Additional Owners Corporation Information:

OC036560H 07/09/2017

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	19	19
Lot 2	33	33
Lot 3	21	21
Lot 4	30	30
Lot 5	60	60
Lot 6	29	29



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/12/2024 11:09:26 AM

OWNERS CORPORATION 1
PLAN NO. PS735375F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	30	30
Lot 8	37	37
Lot 9	31	31
Lot 10	41	41
Lot 11	62	62
Lot 101	20	20
Lot 102	33	33
Lot 103	24	24
Lot 104	30	30
Lot 105	33	33
Lot 106	20	20
Lot 107	29	29
Lot 108	20	20
Lot 109	32	32
Lot 110	31	31
Lot 111	32	32
Lot 112	30	30
Lot 201	26	26
Lot 202	30	30
Lot 203	22	22
Lot 204	61	61
Lot 205	58	58
Lot 206	22	22
Lot 207	28	28
Lot 208	26	26
Total	1000.00	1000.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/12/2024 11:09:26 AM

OWNERS CORPORATION 1
PLAN NO. PS735375F

Statement End.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 03 February 2025 09:20 AM

PROPERTY DETAILS

Address: **G04/136 PRINCESS STREET KEW 3101**
Lot and Plan Number: **Lot 4 PS735375**
Standard Parcel Identifier (SPI): **4\PS735375**
Local Government Area (Council): **BOROONDARA**
Council Property Number: **701840**
Planning Scheme: **Boroondara**
Directory Reference: **Melway 45 C4**

www.boroondara.vic.gov.au

[Planning Scheme - Boroondara](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **KEW**

OTHER

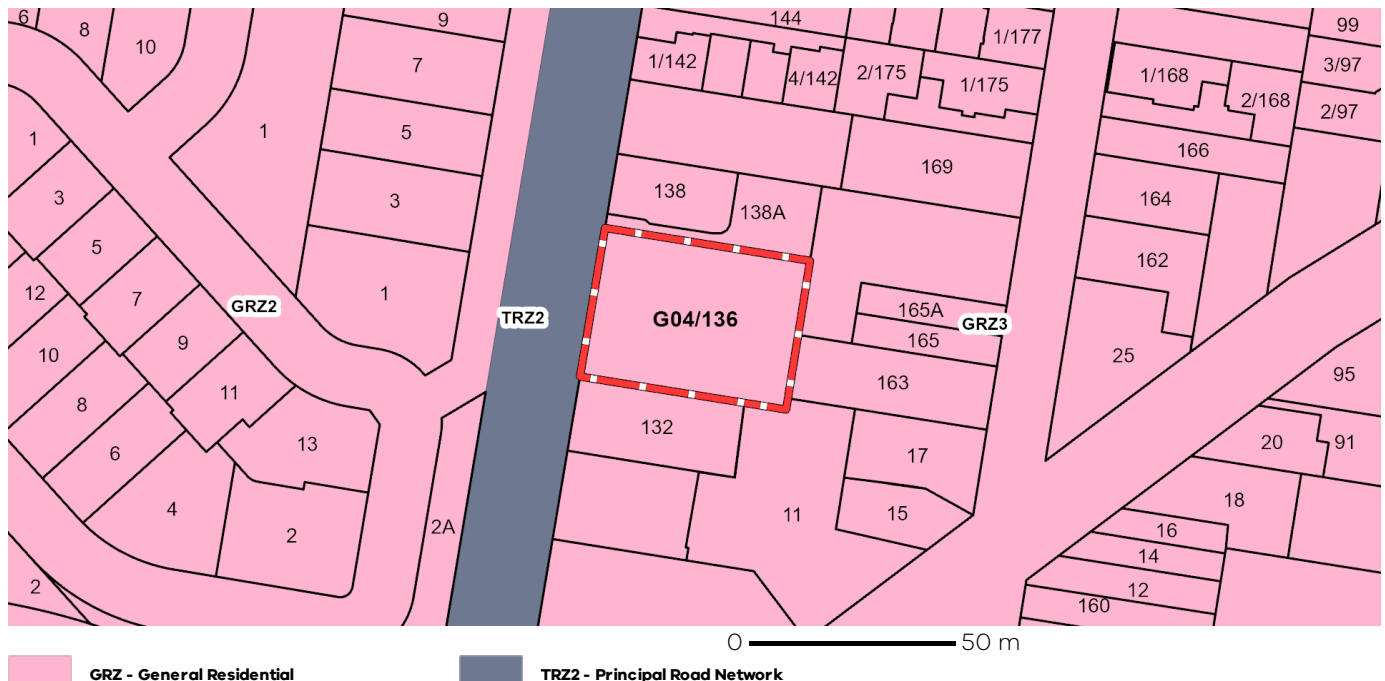
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: G04/136 PRINCESS STREET KEW 3101

Page 1 of 3

Planning Overlay

None affecting this land - there are overlays in the vicinity

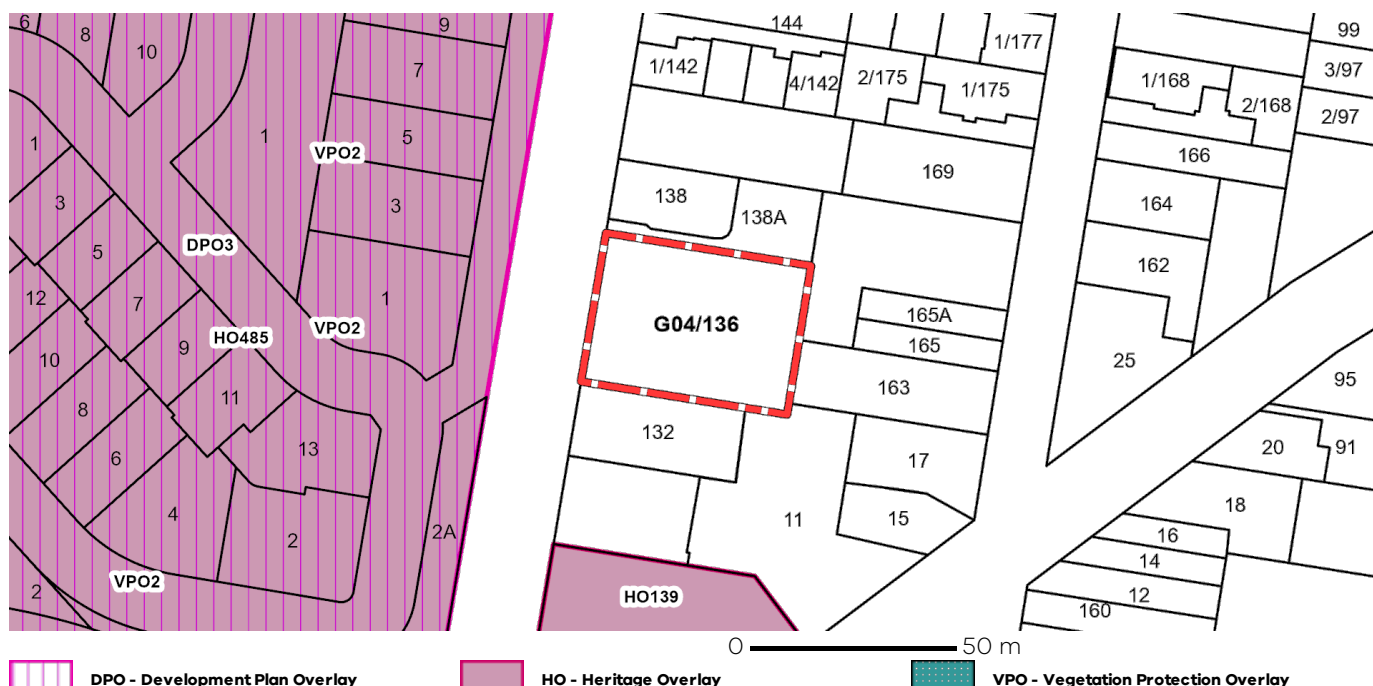
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 30 January 2025.

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

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

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

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

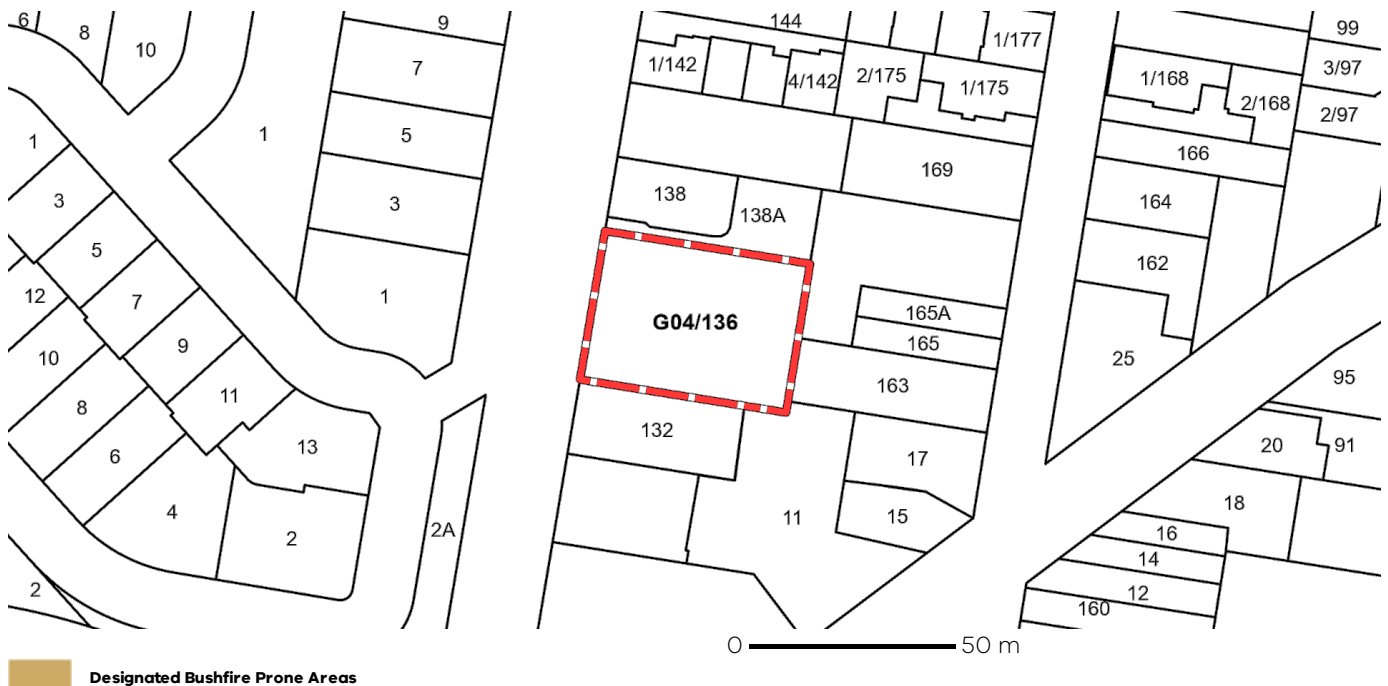
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 03 February 2025 09:20 AM

PROPERTY DETAILS

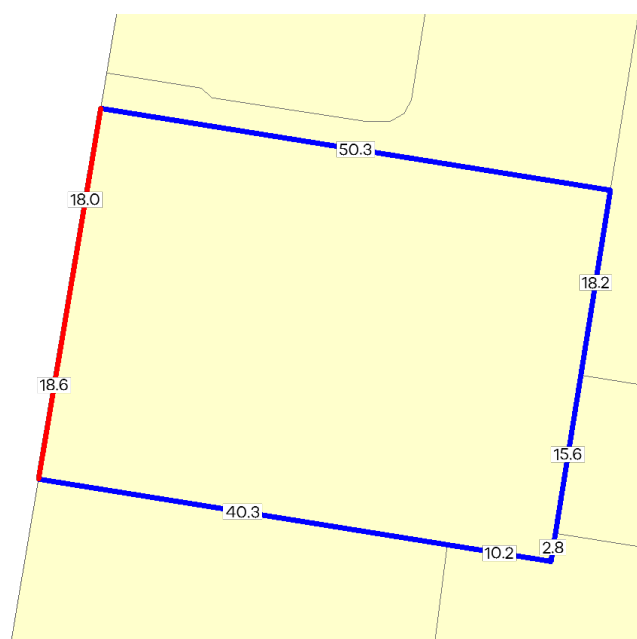
Address: **G04/136 PRINCESS STREET KEW 3101**
Lot and Plan Number: **Lot 4 PS735375**
Standard Parcel Identifier (SPI): **4\PS735375**
Local Government Area (Council): **BOROONDARA**
Council Property Number: **701840**
Directory Reference: **Melway 45 C4**

www.boroondara.vic.gov.au

Note: There are 31 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1845 sq. m

Perimeter: 174 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **KEW**

PLANNING INFORMATION

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

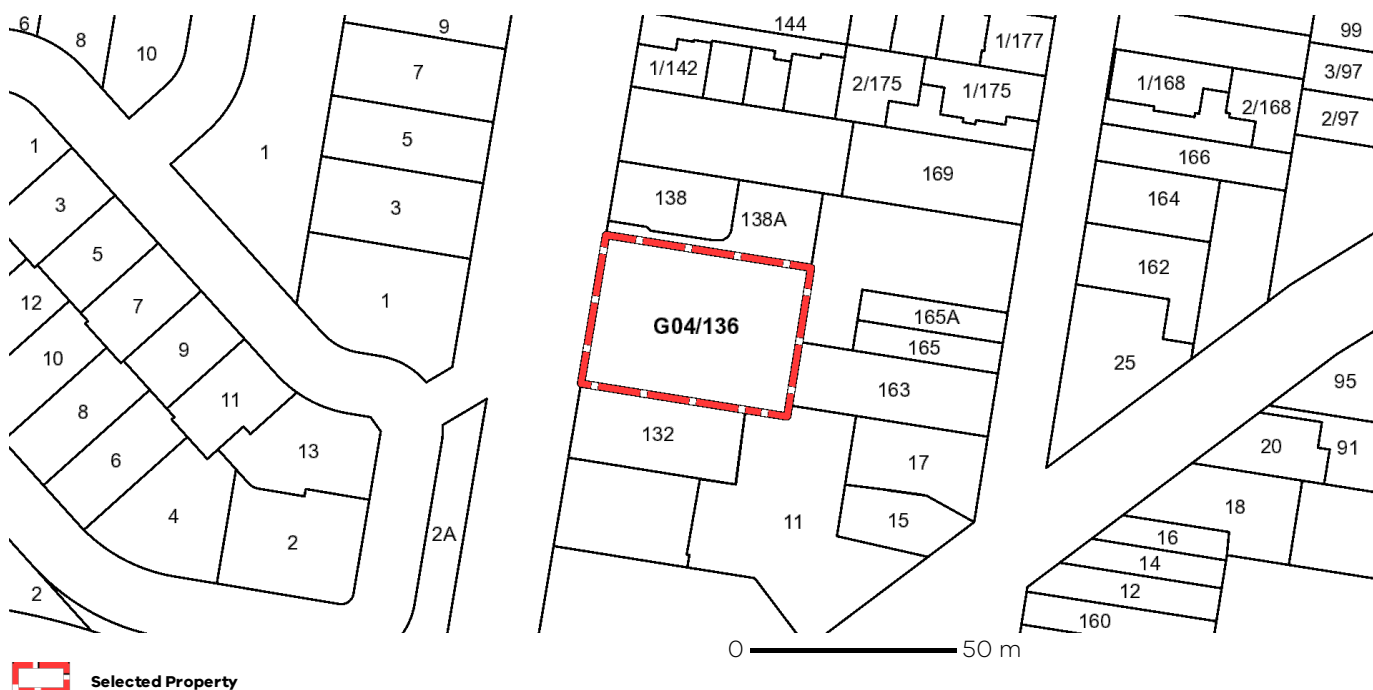
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

A.B. Natoli C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 3897

NO PROPOSALS. As at the 27th December 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

136 PRINCESS STREET, KEW 3101
CITY OF BOROONDARA

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

Date of issue: 27th December 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75379892 - 75379892110534 '3897'

27th December 2024

A.B. Natoli C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear A.B. Natoli C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	136 PRINCESS STREET KEW 3101
Applicant	A.B. Natoli C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30907878
Conveyancing Account Number	7959580000
Your Reference	3897

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	G04/136 PRINCESS 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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	G04/136 PRINCESS STREET KEW 3101
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

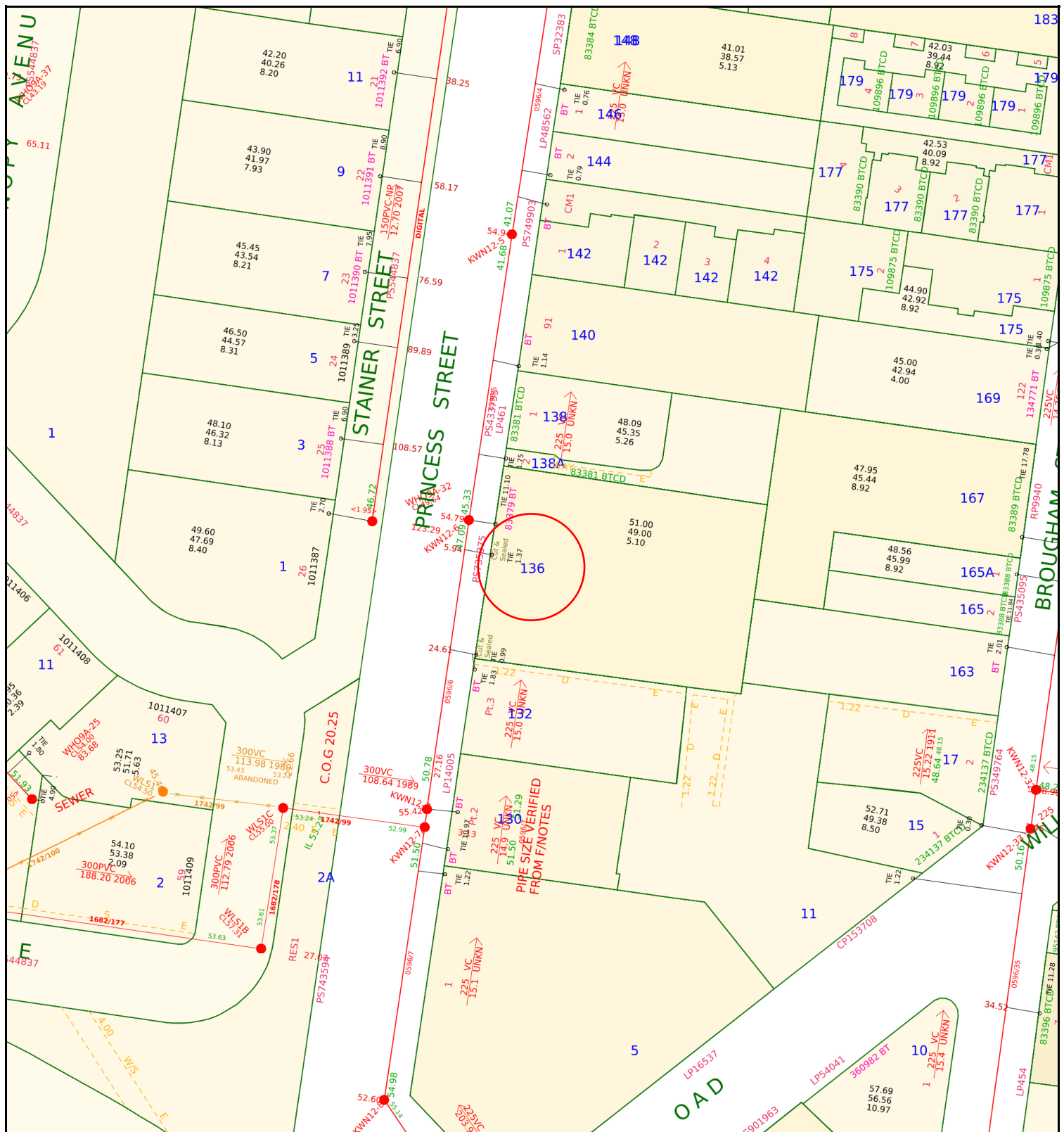
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30907878

Address	136 PRINCESS STREET KEW 3101
Date	27/12/2024
Scale	1:1000



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

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

A.B. Natoli C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2233838466
Rate Certificate No: 30907878

Date of Issue: 27/12/2024
Your Ref: 3897

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G04/136 PRINCESS ST, KEW VIC 3101	4/PS735375	5131422	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$0.00
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$0.00
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$0.00

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	\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
134 PRINCESS ST, KEW VIC 3101	88/LP461	1028869	Residential

Agreement Type	Period	Charges	Outstanding
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			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5131422

Address: UNIT G04/136 PRINCESS ST, KEW VIC 3101

Water Information Statement Number: 30907878

HOW TO PAY



Bill Code: 314567
Ref: 22338384660

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

LAND INFORMATION CERTIFICATE

Section 229 of the Local Government Act 1989

Applicant:
Secure Electronic Registries Victoria Pty Ltd
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue Date: **27/12/2024**

Your Reference: **3897**

Certificate No: **wLIC65127**

Property No.: **701840**

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: **G0 4/136 Princess Street KEW VIC 3101**

Property Description: **Lot 4 PS 735375F Vol 11913 Fol 287**

Site Value: **100000** Capital Improved Value: **600000** Net Annual Value: **30000**

Level of Value Date: **1/01/2024** Effective Date of Valuation: **1/07/2024**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

Rates for the year ending 30th June 2025

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

Current Year's Rates & Charges	
General Rates & Charges	\$906.55
Fire Services Property Levy	\$184.20
Payment/Adjustments	\$544.75-
Current Balance	\$546.00

IMPORTANT INFORMATION, if applicable

LAND INFORMATION CERTIFICATE (Cont.)Property Address: **G0 4/136 Princess Street KEW VIC 3101**Property No.: **701840**Certificate No.: **wLIC65127****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)**

Boroondara values its heritage. Council has a Community Heritage Nomination Process which means that sites may be under investigation for heritage protection (where they do not already have formal Heritage Protection under the Planning Scheme). Sites can be nominated at any time. For further information visit Boroondara's website at <https://www.boroondara.vic.gov.au/planning-building/planning-and-heritage/heritage/nominate-heritage-place>. Alternatively, contact Council's Principal Heritage Planner on (03) 9278 4444 or email Strategic.Planning@boroondara.vic.gov.au. The Victorian Building Authority (VBA) is currently undertaking a state wide audit of buildings to identify unsafe cladding. Council has been informed by the VBA that the exterior cladding has been or will be inspected in the coming months to determine whether it poses a fire risk and if so, what steps should be taken. It is important to note that not all exterior cladding is combustible and that the existence of exterior cladding does not necessarily mean that the building in question is unsafe to occupy. Should you have any questions regarding the audit process, please contact the VBA on 1300 815 127 or Council's Building Services unit on 9278 4999 regarding the enforcement process on a particular building or property referred by the VBA.

Important Notes:

1. This certificate may be updated verbally by calling the Revenue and Property Services team on 9278 4325 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 **01/07/2024 to 30/06/2025** on **24/06/2024**.
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:
 - Instalments due by: **30/09/2024; 30/11/2024; 28/02/2025; 31/5/2025**. Full payment due by: **15/02/2024**.
 - If in arrears: **Immediately**
 - Please confirm correct amount from Council just prior to settlement especially around due dates or if the account is in arrears.

	Biller Code: 93633 Ref: 07401367
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

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

Receipt for the sum of \$29.70 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.



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

Website www.boroondara.vic.gov.au

Michael Hutchison
Head of Strategic Property and Revenue

Property Clearance Certificate

Land Tax



INFOTRACK / A.B. NATOLI

Your Reference:	73211
Certificate No:	81227190
Issue Date:	27 DEC 2024
Enquiries:	ESYSPROD

Land Address:	136 PRINCESS STREET KEW VIC 3101
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
44318099	4	735375	11913	287	\$0.00

Vendor: VAN NGUYEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MISS VAN NGUYEN	2024	\$90,000	\$0.00	\$0.00	\$0.00

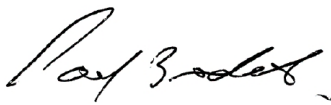
Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$550,000
SITE VALUE:	\$90,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 81227190

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$90,000

Calculated as \$500 plus (\$90,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 81227190

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD


Ref: 81227190

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / A.B. NATOLI

Your Reference:	73211
Certificate No:	81227190
Issue Date:	27 DEC 2024
Enquires:	ESYSPROD

Land Address: 136 PRINCESS STREET KEW VIC 3101					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
44318099	4	735375	11913	287	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$550,000
SITE VALUE:	\$90,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81227190

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / A.B. NATOLI

Your Reference:	73211
Certificate No:	81227190
Issue Date:	27 DEC 2024

Land Address: 136 PRINCESS STREET KEW VIC 3101

Lot	Plan	Volume	Folio
4	735375	11913	287

Vendor: VAN NGUYEN

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 81227190

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 81227191</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 81227191</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation 1 on Plan of Subdivision No. PS 735375F
136 Princess Street, Kew, VIC 3101**

This certificate is issued for: Owners Corporation 1 Plan No. PS 735375F
Lot 4/ 136 Princess Street, Kew VIC 3101

This postal address is: 4/136 Princess Street, Kew VIC 3101

Applicant for certificate: InfoTrack on behalf of A.B. Natoli

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 14/01/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees the financial year 01/09/24 to 31/08/25 for the above lot are **\$5,685.93** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/09/24 to 30/11/24	\$726.75	\$0.00	\$726.75	01/09/24	Paid
Quarterly Levy 01/12/24 to 28/02/25	\$726.75	\$0.00	\$726.75	01/12/24	Paid
Levy adjustment as per AGM 6/11/24	\$297.15	\$1,092.32	\$1,389.47	01/03/25	Unpaid
Quarterly Levy 01/03/25 to 31/05/25	\$875.32	\$546.16	\$1,421.48	01/03/25	Unpaid
Quarterly Levy 01/06/25 to 31/08/25	\$875.32	\$546.16	\$1,421.48	01/06/25	Unpaid

- (b) **The date up to which the fees for the lot have been paid:**
28/02/25 (not including Levy adjustment).
- (c) **The total of any unpaid fees or charges for the lot is:**
Nil.
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 14/01/2025 are:**
A copy of the balance sheet is attached to this Owners Corporation Certificate.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
The following contracts, leases, licenses and agreements were resolved / entered into. Please refer to attached copy of the AGM Minutes. Copies of all executed documents are available to inspect by contacting the Owners Corporation Manager via email to info@mocs.com.au.
- Melbourne Owners Corporation Services (MOCS) has been re-appointed as the Owners Corporation Managers for a term of three (3) years commencing 20/04/22.
 - OC Energy* own and operate an electrical embedded network, and provide associated billing and supply of gas to heat the hot water and supply of electricity to residents and the common property.
- *On 1 March 2019 Origin Energy completed the purchase of OC Energy. The purchase was announced to the Australian Stock Exchange on 15 February 2019.*

- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
- Refer to item (j) – Electrical Embedded Network and Supply of Gas to Heat water – operated by OC Energy*
 - Whelan Kartaway Pty Ltd – Waste Management
 - ADT Fire Monitoring – Fire Indicator Panel Monitoring
 - Thyssenkrupp – Lift Service
 - Melbourne Owners Corporation Services (MOCS) – Contract of Appointment of Manager
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**
- None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**
- None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**
- The appointed Owners Corporation Manager is:
- Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228, Hawthorn, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**
- The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
 - A copy of the latest Minutes of the Annual General Meeting;
 - A copy of the Insurance Certificate of Currency;
 - A copy of the OC Balance sheet
 - A copy of the Special Rules of the Owners Corporation.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 14/01/2025



On behalf of Owners Corporation 1 on Plan of Subdivision No. 735375F
Chung Siang Choo
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, HAWTHORN, VIC 3122

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an Owners Corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Balance Sheet

As at 14/01/2025

PS735375F

Karrina Kew, 136 Princess Street, Kew VIC 3101

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(6,021.41)
Owners Equity--Admin	31,906.97
	25,885.56

Maintenance Fund

Operating Surplus/Deficit--Maintenance	0.00
	0.00

Net owners' funds

\$25,885.56

Represented by:

Assets

Administrative Fund

Cash at bank--Admin	30,947.30
Receivable--Levies--Admin	1,453.70
Receivable--Owners--Admin	55.00
	32,456.00

Maintenance Fund

Cash at bank--Maintenance	8.42
	8.42

Unallocated Money

0.00

Total assets

32,464.42

Less liabilities

Administrative Fund

Creditor--GST--Admin	4,189.29
Creditors--Other--Admin	2,367.65
Prepaid Levies--Admin	13.50
	6,570.44

Maintenance Fund

Prepaid Levies--Maintenance	8.42
	8.42

Unallocated Money

0.00

Total liabilities

6,578.86

Net assets

\$25,885.56

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-002194

Policy Class: Axis Residential Strata Insurance Policy

Insured: OC 735375F

Interested Party:

Interest Insured:

Location: 134-136 Princess Street

KEW

State: VIC

Postcode: 3101

Inception Date: 4:00pm on 1st September 2024

Expiry Date: 4:00pm on 1st September 2025

Sums Insured:	1. Buildings	\$	16,290,000
	Common Contents	\$	162,900
	Loss of Rent	\$	2,443,500
	Option Cover: Floating Floors		Not Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	15%	Insured
	Option Cover: Flood		Not Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	100,000
	6. Office Bearers Legal Liability	\$	1,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 13 September 2024



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. PS735375F
“KARRINA KEW”, 136 PRINCESS STREET, KEW VIC 3101

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on:
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Date: Wednesday, 6th November 2024

Time: 5:30PM

Venue: **Zoom videoconference**

PRESENT: Lot 2 – Brian Brady
Lot 8 – Ilya Lovell
Lot 11 – John Saliba
Lot 101 – Yianni Palios
Lot 105 – Ashleigh Kate Ruberto
Lot 106 – Diane Leist
Lot 108 – Dianna Spinosa
Lot 109 – Xuebing Liang
Lot 110 – Stephanie Gaviria Arcila
Lot 204 – Andrew Langdon

IN ATTENDANCE: Chung Siang Choo, Senior Owners Corporation Manager, Melbourne Owners Corporation Services Pty Ltd

1. **QUORUM:** As only 10 out of the 31 lots forming Owners Corporations PS735375F were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being “interim decisions”. The interim decisions will become resolutions of the Owners Corporation 28 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

2. **CHAIRPERSON:** It was resolved:

To appoint Chung Siang Choo to chair the meeting.

3. **MINUTES:** It was resolved:

To accept the minutes of the previous Annual General Meeting for Owners Corporation held on 22/02/2023 as attached to the Notice of Meeting.

4. INSURANCE: It was resolved:

- That the insurance policy certificate of currency as attached to the Notice of Meeting be tabled and accepted.
- To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property and that the Owners Corporation is negligent, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS: It was resolved:

To accept the following reports:

- a) Manager's Report
- b) Mabi Services Maintenance Plan Forecast (15 Years)

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

6. FINANCIAL REPORTS: It was resolved:

- a) To accept the financial statements for the period 1/09/2022 to 31/08/2023 as attached to the Notice of Meeting.
- b) To accept the financial statements for the period 1/09/2023 to 31/08/2024 as attached to the Notice of Meeting.

**7. ADMINISTRATION
FUND BUDGET &
CONTRIBUTIONS:** It was resolved:

- a) To accept the proposed Owners Corporation Administration Fund Budget for the period 01/09/2024 to 31/08/2025 as attached to the Notice of Meeting.
- b) That the Owners Corporation Administration Fund contribution be set at \$106,100.00 plus GST per annum to commence on the 01/09/2024.
- c) That the Administration Fund contributions for Owners Corporation be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st September, 1st December, 1st March and 1st June of each year.
- d) That an adjustment levy be struck and levied on a Unit of Lot Liability basis to collect the increase in the Owners Corporation Administrative Fund contributions for the period 01/09/2024 to 31/08/2025. The adjustment levy is due and payable on 1st March 2025.

**8. MAINTENANCE
FUND REPORT,
BUDGET &
CONTRIBUTIONS** It was resolved:

- a) That the Maintenance Plan Report prepared by Mabi Services on 9th July 2022 (revised in July 2024) is formally adopted by Owners Corporation on Plan No. PS735375F.
- b) That a Maintenance Fund is established in the name of the Owners Corporation on Plan No. PS735375F.
- c) To accept the proposed Owners Corporation Maintenance Fund Budget for the period 01/09/2024 to 31/08/2025, as attached to the Notice of Meeting.
- d) That the Owners Corporation Maintenance Fund contribution be set at \$66,201 plus GST per annum to commence on the 01/09/2024.

- e) That the Maintenance Fund contributions for Owners Corporation be paid in advance in quarterly instalments, unless changed at a general meeting. The instalments for 01/09/2024 to 31/08/2025 will be due on 1st September 1st December, 1st March and 1st June of each year.
- f) That an adjustment levy be struck and levied on a Unit of Lot Liability basis to collect the increase in the Maintenance Fund levy contributions for the period 01/09/2024 to 31/08/2025. The adjustment levy is due and payable on 1st March 2025.

Note:

- For owners receiving their notices via post, you may contact our office for a copy of the Maintenance Plan report.
- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

9. ARREARS & PENALTY INTERESTS: It was resolved:

- a) That Owners Corporation on Plan No. PS735375F continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation on Plan No. PS735375F engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

- d) That Owners Corporation on Plan No. PS735375F delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

10. APPOINTMENT OF COMMITTEE:

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member, nor be eligible to represent another Member as a Committee Member.

It was resolved:

- a) That the following persons (TBC) are elected to the Committee for Owners Corporation on Plan No. PS735375F:

Lot 2	Brian Brady
Lot 8	Ilya Lovell
Lot 11	John Saliba
Lot 106	Diana Leist
Lot 204	Andrew Langdon
Lot 205	Peter Morrison

- b) That Ilya Lovell is elected as Chairperson of Owners Corporation on Plan No. PS735375F.
- c) That Melbourne Owners Corporation Services is elected as Secretary of Owners Corporation on Plan No. PS735375F.
- d) That at least three members of the Committee are members of the Grievance Committee as needed.

11. **DELEGATION OF POWERS:** It was resolved:
- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
12. **ESSENTIAL SAFETY:** Note: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.
13. **GENERAL BUSINESS:**
- 13.1 Painting of external façade**
The outgoing Chairperson advised members that the Owners Corporation is currently exploring painting the external façade of the building in five (5) targeted sections to maintain the outward appearance of the property. A scope is being established with the painters; Avello Group & alternate quotations will be obtained by the Manager upon receipt of the scope of works.
- It was resolved that the Manager will obtain alternative painting proposals upon receipt of the painting scope of works for Committee's consideration.
- 13.2 Stone Doctor – Cleaning and sealing of ground floor foyer and lift tiles.**
The Owners Corporation engaged the Stone Doctor to clean and seal the tiles in the ground floor lobby and the lift. The Manager advised that the work will be performed over two (2) days & access to and fro the lobby will be impeded.
- There were concerns raised regarding the disruption to access for ground floor residents.
- It was resolved for the Committee to meet with Harish from the Stone Doctor to discuss solutions to minimize the impact to residents.
- 13.3 Garage Door – Wheel bent**
Members advised that the garage door's wheel is bent.
- Ilya advised that the wheel was added to offload the strain from the hinges caused by the weight of the door.
- It was resolved to increase the frequency of the garage door maintenance from twice annually to thrice annually.

13.4 Installation of a convex mirror

Members raised concerns about the safety of both the drivers and pedestrians when leaving the garage driveway. A proposal to install a convex mirror on the nature strip was proposed; however, because this was on Council property, the Owners Corporation doesn't have the authority to alter or install on council land.

It was resolved for concerned residents to lodge their concerns directly with the council's traffic management team.

13.5 Front entrance door

Members raised concerns that the left-hand side of the door (when facing the building from the street) does not close properly. This is due to the fact that the hinge causes the latch to not align and secure.

It was resolved that the Manager engages AAA Door Closers to meet with Ilya to discuss the necessary works required to ensure the door operates securely for Committee's consideration.

13.6 Shoe prints in lift

Members raised concerns regarding the behaviour of residents using their soiled footwear to press the lift button from the basement car park.

It was resolved that the Manager issues a circular to all residents regarding the matter and the implications the Owners Corporation may impose to the offending resident.

13.7 Common Area Lighting

The following common area lighting issues were raised:

i) Driveway lighting

The lack of lighting has made it hard to pinpoint the apartment from the street & poses a potential security concern.

ii) Hallway

Residents reported that the common hallway lights were not on when leaving the property in the early hours of the morning.

It was resolved that the Manager arranges for an electrician to meet John Saliba on-site to walk through the above lighting concerns, establish a scope of works and provide a proposal/recommendation to the incoming Committee to be reviewed and considered.

- 14. CLOSE OF MEETING.** With no further business raised, the meeting was formally closed by the Chairperson at 6.47pm

OWNERS CORPORATION RULES FOR PS 735375F

"Karrina Kew"

134 - 136 PRINCESS STREET, KEW

1. Behavioural Rules

1.1. A Proprietor or Occupier of a Lot must not:

- (a) Use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors;
- (b) Obstruct the lawful use of Common Property by any person.
- (c) A Proprietor or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- (d) A Proprietor or Occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks, areas set aside for plant and Storage, forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time.
- (e) A Proprietor or Occupier of a Lot must not permit any child under the control of that Proprietor or Occupier to play on any part of the Common Property or, unless accompanied by an adult, to remain on any part of the Common Property including a car parking space/area or other area of possible danger or hazard to children.
- (f) A Proprietor or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or on Common Property.
- (g) The lift, if any, must be used in an orderly manner, and only in the manner for which it is designed.'
- (h) If the lift stops between floors a Proprietor or Occupier must follow the instructions on the emergency telephone in the lift, if any.
- (i) The lift, if any, must not be used if a fire alarm is activated or if a fire is reported or detected. The emergency stairs must be used in these circumstances.

1.2. Noise and Nuisance Control

A Proprietor or Occupier of a Lot must not:

- (a) Make, create or permit to be made any undue noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation that is likely to interfere with the quiet enjoyment and amenity of any person lawfully using the Common Property or any Proprietor, Occupier of a Lot;
- (b) Make or permit to be made noise from music or machinery which may be heard outside the Lot between the hours of 9.00pm and 8:00am;
- (c) Create any noise or behave in a manner likely to interfere with peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
- (d) Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4 pm to 9 am on weekdays.

- (e) make any changes, alterations, modifications or additions to the Lot, structure or otherwise which diminishes or may diminish noise attenuation within the building in providing insulation against the transmission of airborne and impact generated sound and must obtain the prior written approval of the Owners Corporation to:
 - (i) the installation and or removal whether or not replacement is proposed of existing fixed or loose carpet, rugs or other floor coverings or parquetry, floating or other timber floors.
 - (ii) any other change to existing floor treatments or floor coverings, which approval will be given only if the Owners Corporation is satisfied that noise attenuation within the building will be maintained or improved and then only on such conditions as the Owners Corporation sees fit including requiring that further works be undertaken by the Proprietor or Occupier of the Lot to maintain or improve noise attenuation within the building so that occupiers of other Lots and users of Common Property continue to enjoy the existing or an improved amenity.

2. Appearance of a Lot

2.1. Without limiting any other of these rules, a Proprietor or Occupier of a Lot must not, without prior written consent of the Owners Corporation;

- (a) Maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building.
- (b) install bars, screens or grilles other safety devices to the exterior of any windows or doors of a Lot;
- (c) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Building;
- (d) attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- (e) install or operate any intruder alarm which emits any audible signal;
- (f) place, display or hang any chattel or personal item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
- (g) throw any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwell onto another member's lot or the common property. Any damaged or cost for cleaning or repair caused by breach hereof shall be borne by the Proprietor or Occupier.
- (h) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- (i) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation.
- (j) install any pipes, wiring, cables or the like to the external face/roof of the Building.
- (k) Ensure electric or gas operated barbeques, pot plants and other movable objects kept on the balcony to their Lot is secured against strong winds.
- (l) Ensure that when watering or cleaning any balcony, terrace or garden area of the Lot, the water does not fall onto lower Lots or any other part of Building or Common Property.

2.2. Without limiting any other of these rules the Proprietor or Occupier of a Lot must;

- (a) keep the external facade of the Lot (including the surface of all walls, floors and ceilings which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation;

- (b) not do or permit anything to be done which would result in the external facade of the Lot (including the surface of all walls, floors and ceilings of facades which abut Common Property) not being in a good and proper condition and in accordance with all requirements of the Owners Corporation;
 - (c) not fix, or place anything upon the external facade of the Lot (including the surface of all walls, floors and ceilings which abut Common Property) or allow any such thing to remain therein save as permitted from time to time by the Owners Corporation in writing.
- 2.3. Each Proprietor of a Lot hereby irrevocably authorises the Owners Corporation, its servants agents and contractors, to undertake at the Proprietor's expense all works reasonably necessary to bring the external facade of that Lot (Lot including the surface of all walls, floors, ceilings and roofs which abut Common Property) in a good and proper condition and in accordance with all requirements of the Owners Corporation.

3. Condition of Lots

A Proprietor or Occupier of a Lot must at all times keep that Lot clean and in good repair.

4. Damage to Common Property

- 6.1. A Proprietor or Occupier of a Lot shall not mark, paint or otherwise damage or deface any structure that forms part of the Common Property.
- 6.2. A Proprietor or Occupier must notify the Manager as soon as they become aware of any damage to or defect in;
- (a) the Common Property or any personal property of the Owners Corporation; or
 - (b) any water pipes, air-conditioning ducts, electric light or other fittings, fixtures or services.

5. Moving of Certain Articles

- 5.1. A Proprietor or Occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through Common Property without first notifying the Owners Corporation or its Manager in sufficient time to enable a representative of the Manager or Owners Corporation to be present.
- 5.2. Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager or Owners Corporation and the Proprietor or Occupier of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor or Occupier of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.
- 5.3. Without limiting the generality of the foregoing rules, a Proprietor or Occupier of a Lot may only move articles likely to cause damage in accordance with permission given by the Owners Corporation or its Manager from time to time;
- 5.4. A Proprietor or Occupier of a Lot shall pay the fee set by the Owners Corporation from time to time, for the attendance of the Manager or other personnel on behalf of the Owners Corporation.
- 5.5. A Proprietor or Occupier of a Lot must not:
- (a) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation or Manager;
 - (b) permit any vehicles to restrict access to the car park;
 - (c) permit any carriers to enter the Building other than via the basement carpark or designated area permitted by the Owners Corporation or its Manager from time to time;
 - (d) conduct operations so as to unduly restrict access of other Proprietors or Occupiers of a Lot to the building;

- (e) place any furniture or items in a lift other than that specified by the Owners Corporation or its Manager from time to time, and in any event, not until protective covers have been placed in the lift by the Manager;
- (f) permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door;
- (g) damage the Common Property.

5.6. Proprietors or Occupiers moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by an Occupier of the Lot moving in or out is not paid within 14 days of the date of moving (and that Occupier of the Lot is not the owner of the Lot), then the Owners Corporation may recover the amount owed from the owner of the Lot.

6. Interference with Common Property

- 6.1. A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
- 6.2. A Proprietor or Occupier of a Lot must not, without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the Common Property.
- 6.3. A Proprietor or Occupier of a Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 6.4. A Proprietor or Occupier of a Lot must not install nor permit the installation of covering to any Storage areas other than as permitted by the Owners Corporation.
- 6.5. A Proprietor or Occupier of a Lot must not modify or add to any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 6.6. A Proprietor or Occupier of a Lot must not enter any plant room without the consent of the Owners Corporation.
- 6.7. A Proprietor or Occupier of a Lot must not permit bicycling, roller blading, skate boarding, roller skating or other ball games in the common property, car parking areas, driveways or access pathways or any easement for access purposes.

7. Security of Common Property

A Proprietor or Occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the Common Property.

8. Notification of Defects

A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

9. Compensation to Owners Corporation

The Proprietor or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective licensees or invitees.

10. Restricted Use of Common Property for Fire Control

10.1. The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may :-

- (a) close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
- (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- (c) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots;
- (d) A Proprietor or Occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule 10.1.

11. Security Keys/Fobs

11.1. If the Owners Corporation restricts access to Common Property, it may determine the number of Security Keys/Fobs it deems necessary for a Lot free of charge.

11.2. The Owners Corporation may charge a reasonable fee for any additional Security Key/Fob required by a Proprietor

11.3. A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key/Fob available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the Occupier to ensure the return of the Security Key/Fob to the Proprietor or the Owners Corporation.

11.4. A Proprietor or Occupier of a Lot in possession of a Security Key/Fob must not without written consent from the Owners Corporation duplicate the Security Key/Fob or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key/Fob is not lost or handed to any person other than another Proprietor or Occupier who is to return it to the Proprietor, Owners Corporation or Manager.

11.5. A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key/Fob issued to it is lost or destroyed.

11.6. A Proprietor of a Lot must keep the Manager informed at all times of the names and addresses and telephone numbers of all persons in possession of a Security Key/Fob so that the Manager may maintain a register of Security Key/Fob holders which is up to date at all times.

11.7. The Security Keys/Fobs belong to the Owners Corporation.

12. Garbage

12.1. A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

12.2. A Proprietor or Occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation or its Manager from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the

Owners Corporation must be stored in the area designated for the items by the Owners Corporation;

- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property, and;
- (d) all cardboard boxes and packaging must be flatten down and neatly packed in the garbage area.

13. Car Parking

13.1. Proprietor/Occupier obligations:

- (a) Car parking spaces allocated to a Lot form part of that Lot exclusively. A Proprietor or Occupier may only park vehicles within the car parking spaces allocated to their specific Lot. Car parking spaces may only be used for the purpose of parking one vehicle per car space and then only in such a manner as may be fair and reasonable to other Proprietors or Occupiers. A motorcycle is considered a vehicle under this section.
- (b) Tradesmen are not permitted to park in the car parking areas. Drivers must comply with all directional and speed limit signs in and around the carpark.
- (c) Drivers must exercise due care while driving in and around the car park so as not to cause danger or concern to any person or to property.
- (d) A Proprietor or Occupier only has access to the car parking spaces that are allocated to a Lot.
- (e) A Proprietor or Occupier must keep their car parking space in a clean and tidy condition and must not litter the car park.
- (f) Drivers must not do or permit anything to be done which will cause nuisance or disturbance to a Proprietor or Occupier.
- (g) Vehicles are at the sole risk of the Proprietor or Occupier and the Owner's Corporation is not responsible for:
 - (i) any damage to a vehicle while inside the car park or while entering or leaving the car park; or
 - (ii) the theft of any vehicle or of any item within any vehicle parked in the car park.
- (h) A Proprietor or Occupier may only wash and clean their cars outside the car park.
- (i) A car parking space may not be further enclosed, fenced, caged in or walled off in any way.

13.2 Without limiting its' other powers, if a proprietor or occupier of a lot does not comply with any obligation of this Rule, then without limiting its' other rights of access or action the Owners Corporation has the power to remove or have towed away (and to retain until the costs of removal, towing and storage are paid by the proprietor or occupier, whoever is responsible) any vehicle which has been placed in the carpark:

- (a) other than in accordance with this Rule;
- (b) where the Owners Corporation reasonably determines that the vehicle has been abandoned.
- (c) The Owners Corporation or Manager may remove any offending vehicles, trailers or motorbikes which are parked on the Common Property or in any Car Spaces in breach of these Rules, at the vehicle owner's cost.

14. Vehicles on Common Property

- 14.1. A Proprietor or Occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the Common Property (including visitor parking spaces) so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking area specified by the Owners Corporation for such purpose by the Owners Corporation.

- 14.2. A Proprietor or Occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.
- 14.3. A Proprietor or Occupier of a Lot must not store any items in their car park other than a vehicle, motorcycle or trailer.

15. Insurance Premiums

- 15.1. A Proprietor or Occupier of a Lot must not without the prior written consent of the Owner Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2. The Owners Corporation has a property insurance policy and a public liability insurance policy which covers the Owners Corporation property but which, regardless of how the damage occurred, does not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed
- 15.3. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace of the Building.
- 15.4. A Proprietor or Occupier should arrange a contents insurance policy to include their own property and contents kept in storage cages. A Proprietor or Occupier who does not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- 15.5. If any Proprietor or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- 15.6. The details of any potential insurance claim must be forwarded to the Manager immediately. If necessary, the Owners Corporation Manager will request the Owners Corporation's Insurer to handle the claim.
- 15.7. Any queries relating to insurance cover or claims should be directed to the Manager.

16. Storage of Bicycles

- 16.1. A Proprietor or Occupier of a Lot must not:
- (a) permit any bicycle to be stored other than in the areas (if any) of the Common Property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
 - (b) permit any bicycle to be brought into a Lot or the foyer, stairwells hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Manager from time to time.

17. Fire Control, False Fire Alarms & MFB Costs

- 17.1. A Proprietor or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 17.2. Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
- 17.3. A Proprietor or Occupier of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

- 17.4. A Proprietor or Occupier of a Lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the Lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.
- 17.5. In the event that the Melbourne Fire Brigade is called out to the building as a result of the activation of a false fire alarm and the cause of the alarm is found to originate from a Lot, the Proprietor or Occupier of the Lot will be jointly and severally liable to pay any and all associated costs and charges connected to a false fire alarm.
- 17.6. A Proprietor or Occupier will be jointly and severally liable to pay all costs and charges connected to the false fire alarm regardless of whether the activation of the fire alarm was caused by a willful, negligent, foreseeable, or unforeseeable action or inaction.
- 17.7. A Proprietor hereby agrees to indemnify the Owners Corporation for all costs and charges incurred by the Owners Corporation in connection to a false fire alarm call out and the Proprietor may elect to pursue recovery from the Occupier. This rule is enforceable regardless of whether:
- (a) The Occupier was directly, indirectly and for negligently responsible for the cause of the fire alarm; and/or
 - (b) The Proprietor authorised either impliedly or expressly the actions of the Occupier which caused the false fire alarm.
- 17.8. The Owners Corporation may recover as a debt due and payable from the Proprietor the costs and charges referred to in this rule as a special levy.

18. Signage & Window

- 18.1 The Proprietor is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation.
- 18.2 The Proprietor is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a lot without the written consent of the Owners Corporation.
- 18.3 The Proprietor must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristics of the Development.
- 18.4 The Proprietor must ensure that any blinds installed in their Lot are off white in colour, manual chain roller (block out to bedrooms and share to living) and are otherwise in accordance with the specifications approved by the Owners Corporation Painting, Finishing, Etc.
- 18.5 A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external facade of the Lot, building or any improvement forming part of the Common Property.

19. Compliance with Rules by Invitees

- 19.1. A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Proprietor or Occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 19.2. A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of the lessee or licensee comply with these rules.

20. Compliance by Lots

A Proprietor or Occupier must not without the written consent of Owners Corporation use their Lot or any part of the Common Property for any trade or business nor permit others to do so unless the Lot will be primarily used as a residence and;

- (a) in the absolute discretion of Owners Corporation, the trade or business can be carried on and is carried on without causing undue nuisance to other Proprietors or Occupiers;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;
- (c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that Lot; and
- (d) the use or the type of trade or business has been approved by the Owner's Corporation Manager.

21. Compliance with Laws

- 21.1. A Proprietor or Occupier of a Lot must, at the Proprietor's or Occupier's own expense, promptly comply with all laws relating to the Lot including, with limitation, any requirements, notices and orders of any governmental authority.
- 21.2. A Proprietor or Occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Proprietor or Occupier of any Lot or the families or visitors of any such Proprietor or Occupier;
- 21.3. Proprietor or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon the Proprietor or Occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and the external facade/roof of the Common Property.

22. Interference with Exclusive and Special Rights

- 22.1. A Proprietor or Occupier of a Lot must not use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- 22.2. A Proprietor or Occupier of a Lot must not interfere with or obstruct the Manager from performing its duties under any Agreement entered into from time to time.

23. Repair & Maintenance of Difficult to Access Common Property & Services

- 23.1 A Proprietor or Occupier in occupation of a Lot must allow any person authorised by and on behalf of the Owners Corporation;
 - (a) to enter the Lot or a building on the Lot in order to have access to the exterior to the building, or
 - (b) to enter the Lot from the exterior of the building via a balcony, terrace, window or other part of the Lot and to use that part of the Lot, to facilitate the repair and maintenance of and other works on Common Property including the structure of the building and the exterior face of the building and any service that is for the benefit of more than one Lot or the Common Property being areas of Common Property that would otherwise be difficult to access.
- 23.2 The Owners Corporation must give at least 7 days' notice in writing to an owner in occupation of a Lot or other Occupier of a Lot of an intention to enter:
 - (a) unless the Occupier agrees to a lesser time and where the Occupier is a tenant under a residential tenancy agreement the Occupier must be given the same notice as that required to be given by a landlord under Section 85 of the Residential Tenancies Act 1997;
 - (b) entry to and use of the relevant part of the Lot must be between the hours of 8.00 am and 6.00 pm on any day Monday to Friday;
 - (c) unless there is an emergency when no notice and no time restrictions apply, and then in such a manner as to cause as little interruption or inconvenience to the occupier as is possible in the circumstances.

24. Short Stay Accommodation

- 24.1 A Member or Occupier of a Lot is not permitted to lease, licence or rent out his or her Lot for short term stays, without the prior written consent of the Owners Corporation.
- 24.2 The Members acknowledge that the health, safety and management systems set up for the Owners Corporation and the budget and insurance policies in place for these Owners Corporations are based on the lots in these Owners Corporations only being used for residential purposes for a term of 6 months or more.
- 24.3 A Member must not and must ensure any Occupier of its Lot does not do anything on the lot which would compromise the fire safety:
- (a) of the building by carrying out any activity on the lot that causes overcrowding on the floor or results in occupation on the floor in excess of the maximum numbers accommodated under the Building Code of Australia for non-commercial residential use;
 - (b) of the lot by installing any temporary or permanent partitions within the lot or installing any heating or cooling devices or any additional service or amenity in the Lot without the Owners Corporation's prior approval;
 - (c) compromise the Owners Corporation's ability to make a claim under its insurance or cause the insurer to require the policy to be converted into a commercial premises policy;
- 24.4 Compromise the security of the building by:
- (a) leaving any doors providing access to the Lot or the building unlocked or holding any door ajar for multiple persons to enter the Building;
 - (b) leaving any means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property (Registered Key) in the mailbox or in any unsecured location or in a key safe;
 - (c) providing or handing over the Registered Key to any person who is not an Occupier of the Lot; and
 - (d) failing to notify the Manager the details of any Occupier of the Lot and an out of normal business hours contact address and telephone number for each Occupier of the Member's Lot and must promptly advise the Manager of any change in such address or telephone number.
- 24.5 If a Member or its Occupier breaches this Rule 24, the Member must pay the Owners Corporation any charges, fees, fines or penalties or losses incurred by the Owners Corporation in relation to:
- (a) the non-compliance including, without limitation, administrative costs, and legal costs;
 - (b) any resultant breach by the Owners Corporation of any law applicable to the Development including rectification costs.

25 Access to Lots

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days' notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment {at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the said Proprietor of his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Proprietor or Occupier as is reasonable in the circumstances.

26 Penalty Interest

- 26.1 The Owners Corporation will charge penalty interest at the rate for the time being fixed under Section of the Penalty Interest Rates Act 1983.

- 26.2 The Manager and Owners Corporation shall take all steps necessary for the recovery of outstanding fees, levies and other charges (including penalty interest) due by any Proprietor to the Owners Corporation including commencing proceedings in VCAT or of relevant jurisdiction. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery do Lion taken.

27 Use of Common Property

A Proprietor or Occupier of a Lot must observe the rules in relation to the use of the Common Property as determined by the Owners Corporation from time to time and ensure that any invitees of the Proprietor or Occupier do not use the area except in accordance with rules as permitted by the Owners Corporation from time to time.

28 Pets and Animals

- 28.1 A Member must obtain written approval from the Owners Corporation prior to have any animals within their lot
- 28.2 In Victoria, legislation requires that all dogs and cats must be microchipped and registered with their local Council. For more information contact <http://www.boroondara.vic.gov.au/services/animalwelfare/Registration>;
- 28.3 Ensure that any animal belonging to the Proprietor or Occupier, or residing at the property, is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
- 28.4 A Member must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice;
- 28.5 If an Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Property, or is causing damage to the Property, it must give reasonable notice of the resolution to the owner or occupier who is keeping the animal;
- 28.6 This does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance such as barking or howling and/or damage to the common property;
- 28.7 An owner or occupier of a Lot which is keeping an animal the subject of a resolution made under 28.6 must remove that animal immediately from the Property after having been given written notice of such resolution.

29 Storage of Flammable Goods

A Proprietor or Occupier of a Lot must not:

- (a) except with the written consent of the Owners Corporation, use or store on the Lot or the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

30 Mail, Newspaper Deliveries & Letter Boxes

- (a) The Proprietor or Occupier of a Lot must not adhere any "NO JUNK MAIL" signs or words to that effect unless it is in a form approved by the Owners Corporation.

- (b) The Proprietor or Occupier of a Lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a Proprietor or Proprietor's be absent for any reason whatsoever for any period exceeding forty eight (48) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Manager in writing not less than seven (7) days prior to the date or dates for which the waiver is required.
- (c) A Proprietor or Occupier of a Lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Manager, in a designated area.
- (d) A Proprietor or Occupier of a Lot in breach of this rule is responsible for all costs incurred by the Owners Corporation as a result of the breach.

31 Dispute Resolution

- 31.1 The grievance procedure set out in this rule applies to disputes involving a Proprietor, Manager, or an Occupier or the Owners Corporation.
- 31.2 The party making the complaint must prepare a written statement in the approved form.
- 31.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 31.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 31.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 31.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

32 Danger

- 32.1 If the Proprietor or Occupier is aware of a risk or a danger (including, hazards, bomb threats, a fire or a riot) in the Building or the Lot, the Occupier or Proprietor must advise the Landlord or Owners Corporation immediately.
- 32.2 If there is, or could be, anything that is a risk or a danger to the Building or people in it (such as a bomb threat, a fire or a riot) the Occupier or Proprietor must obey the instructions of the police or the fire brigade or other emergency authority including leaving the Lot or Common Property. The Occupier or Proprietor must not re-enter the Lot, Common Property or Building unless the Proprietor, Owners Corporation or the police or fire brigade or other appropriate authority tells the Occupier or Proprietor it is safe to do so.

33 Support and Provision of Services

A Proprietor or Occupier of a Lot must not (without the written consent of the Owners Corporation) do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

34 Access to Common Area Planter Boxes

- (a) A Proprietor or Occupier of a Lot must provide access of their Lot to the Owners Corporation or a person authorised by the Owners Corporation in order for the Owners Corporation to carry out maintenance and repairs to the irrigation system.

35 Owners Corporation Fees and Costs

35.1 Owners Corporation Fees

- (a) An owner must pay by the due date the fees set by Owners Corporation to cover general administration, maintenance and repairs, insurance and other recurrent obligations.
- (b) An owner must pay by the due date any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure.
- (c) If any fees remain outstanding after the due date, the Owners Corporation may charge interest on any outstanding amounts at the rates determined from time to time under the *Penalty Interest Rates Act 1983* (Vic).
- (d) An owner or occupier of a lot must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- (e) Any breach of a Rule or regulation will entitle the Owners Corporation to issue proceedings and/or impose such fine or penalty as they deem appropriate from time to time.
- (f) An owner shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that owner or the owner's tenants, licensees or guests.

35.2 Costs

- (a) An owner shall on demand pay all costs incurred by the Owners Corporation as a result of any breach of the Act, the Regulations or the Rules, by an owner or occupier including:
 - (i) legal costs of the Owners Corporation on a solicitor and own client indemnity basis;
 - (ii) costs and charges payable to the Owners Corporation manager;
 - (iii) payments made to any other person;

but not including the personal time cost of any person acting in an honorary capacity including:

- (iv) the chairperson;
 - (v) the secretary; or
 - (vi) any member of the Owners Corporation Committee.
- (b) Any amount owed under Subrule 35.2(a) shall be due and payable as a debt due by the person in default or breach of such obligations to the Owners Corporation.
- (c) These Rules evidence the resolution of the Owners Corporation to recover such costs and expenses from the person in default or breach of obligations to the Owners Corporation.

35.3 Provision of Amenities or Services

- (a) The owners Corporation may, by Ordinary Resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or occupiers of one or more of the Lots or to the Owners Corporation:
 - (i) Security Services
 - (ii) Cleaning
 - (iii) Electricity, water or gas supply

- (iv) Garbage Removal
- (v) Telecommunication Services
- (vi) Internet, technology or communications

- (b) If the Owners Corporation makes an Ordinary Resolution referred to in rule 35.3 (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot or to the Owners Corporation, it must indicate in the Ordinary Resolution the amount for which, or the conditions on which, it will provide the amenity or service.

35.4 Debt Recovery

- (a) The Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation, including but not limited to the Victorian Civil and Administrative Tribunal and the Magistrates' Court.

35.5 Allocation of payments

Any payments received will be credited first as to the Owners Corporation's expenses as referred to in Rule 35.2, then interest pursuant to the Penalty Interest Rates Act 1983 (Vic), then special levies and then to the oldest outstanding levies.