

Contract of sale of land

Property: 6/60 Harp Road Kew VIC 3101



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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

.....

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

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

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 Harper

Address: 416 High Street, Kew VIC 3101

Email: info@langwellharper.com.au

Tel: 9276 5900

Mob:

Fax:

Ref:

Vendor

Name: Susan Jennifer Lever

.....

Address:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Legal World Pty Ltd

Address: PO Box 1099, Wahroonga NSW 2076

Email: team@legalworld.com.au

Tel: (02) 8599 7918

Fax: 02 8272 8256

Ref: Jeevan Menon

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10982	Folio	542	6	529999P
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 6/60 Harp Road Kew VIC 3101

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

All fixtures and fittings.

Payment

Price	\$	
Deposit	\$	On signing hereof
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 or before _____ days from date of contract.

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

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

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.*

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract of Sale the meaning of the terms used as set below.

Act means the *Subdivision Act 1988 (Vic)*

Additional Restrictions includes, without limitation all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including, without limitation, the entering into of any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* and any agreement required under the Planning Permit) leases, licenses, other occupation rights and arrangements relating to all or part of the Development including those, without limitation, which are described in special condition 20 and which are:

- (a) required by an Authority or the Registrar;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development; and
- (d) necessary to satisfy a Requirement.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot on the Plan.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, National Australia Bank Limited or any Australian Bank which the **vendor's legal practitioner** (as stakeholder) deposits the Deposit with or as the **vendor** otherwise agrees to.

Claim means any claim, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyer's inability to use the **land**.

Contract means this contract of sale of real estate and includes the attachments and schedules to this contract.

Contamination/Contaminant means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

Deposit Security means an unconditional and irrevocable Bank Guarantee or Deposit Bond made out in favour of the Vendor's solicitors in a form issued by a bank or provider approved by the vendor's solicitors in its absolute discretion with either no expiry date or an expiry date acceptable to the Vendor's solicitors in its absolute discretion.

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.

Environmental Law means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.

Foreign Person means a "Foreign Person" as defined in Section 5 or section 21A of the Takeovers Act or a person to who section 21A applies.

General conditions mean the general conditions set out in this **contract**.

Guarantee and indemnity means the guarantee and indemnity which forms **Attachment 1** to this Contract.

Insolvency Event means if the Purchaser:

- (a) is an individual and:
 - (i) dies;
 - (ii) an administration order within the meaning of the Guardianship and Administration Board Act 1986 (Vic) is made concerning the Purchaser's estate; or
 - (iii) commits an act of bankruptcy or becomes insolvent; or
- (b) is a corporation and:
 - (i) assigns any of its property for the benefit of the creditors or any class of them;
 - (ii) its interest in or under this contract or in the subject matter of this contract becomes attached or taken in execution or under any legal process;
 - (iii) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
 - (iv) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
 - (v) any security interest becomes enforceable or is enforced against it;
 - (vi) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
 - (vii) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
 - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
 - (ix) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
 - (x) an order is made that it be wound up;
 - (xi) an order is made appointing a liquidator or a provisional liquidator of it;
 - (xii) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
 - (xiii) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or

- stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (xiv) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
 - (xv) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
 - (xvi) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due,
- and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Outgoings means all rates, utility connection fees, taxes, levies, fire insurance premiums and all other outgoings for the **land** together with the contributions (if any) demanded, paid or payable to the **owner's corporation**, the amounts paid by the vendor on behalf of the **owner's corporation** which include any insurance premiums.

Particulars of sale mean the particulars of sale in this **contract**.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

Property means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Regulations means *Owners Corporation Regulations 2007 (Vic)*

Restrictive Covenant means the restrictive covenant set out in the Plan or on such terms as the Vendor deems appropriate in its absolute discretion.

Services means supply of electricity, water and sewerage services to the land.

Takeovers Act means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Vendor's legal practitioner means the **vendor's legal practitioner** appointed from time to time; and

Vendor's statement means the vendor's statement attached to this **contract**.

1.2 Interpretation

In this contract:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;

- (f) a reference to special condition, party, attachment or annexure is a reference to a special condition, party, attachment or annexure to this contract;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to this document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this contract includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (m) no provision of this contract will be construed adversely to a party because that party was responsible for the preparation of this document or that provision;
- (n) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to a time is a reference to the time in Victoria; and
- (p) any reference to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 Cth* is, unless the context indicates otherwise, a reference to that term as defined in that Act.

1.3 Interpretation of inclusive expressions

Specifying anything in this document after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Inconsistency between General Conditions

If there is an inconsistency between the General Conditions and these special conditions, these special conditions prevail.

1.5 Priority of restrictions

The Purchaser and the Vendor agree that if there is:

- (a) any conflict arising between the Plan Restrictions, the Restrictive Covenant, the Additional Restrictions, these special conditions and the General Conditions, the ranking in priority will be as follows:
 - (i) first the Plan Restrictions;
 - (ii) second the Restrictive Covenant;
 - (iii) third the Additional Restrictions;
 - (iv) fourth these special conditions; and
 - (v) fifth the General Conditions.
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special condition will prevail and have priority over this special condition.

2. Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 6.4(c) (Vendor Warranties) – delete the words "or other possessory agreement affecting the land";
- (b) General Condition 9 (Consents) is deleted;
- (c) General Condition 17.1(b)(i) is amended to read "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land";

- (d) General Condition 23.2(b) is deleted;
- (e) ~~A new General Condition 15.3 is inserted (with words to the following effect):
 “23.4 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the Land Tax Act 1958 (Vic), all such adjustments made in relation to the land tax must be adjusted on a single holding basis.”;~~
- (f) General Condition 33 (Default Interest) replace “2%” with “4%”;
- (g) if the Deposit is less than 10% of the price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”; and
- (h) if the Deposit is 10% of the Price, General Condition 35.4(a) (Default not remedied) replace the word “up” with the word “equal”;
- (i) General Condition 32 (Breach) is deleted.

3. Planning Restrictions

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, any planning scheme and the Property Controls.

4. Purchaser’s Inspections

4.1 Own Inspection

The Purchaser warrants that in entering into this contract it:

- (a) Purchases the Property solely as a result of its searches, inspection and enquiries; and
- (b) Accepts the condition of the Property as at the Day of Sale.

4.2 No Reliance

Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:

- (a) title to the Property;
- (b) the terms of any documents relating to any encumbrances affecting the Property;
- (c) the boundaries or area of the Property;
- (d) the neighbourhood of the Property;
- (e) the suitability of the Property for any particular use;
- (f) its rights and powers relating to the Property;
- (g) the services and utilities to the Property;
- (h) the occupation of the Property;
- (i) the owners corporation matters relating to the Property;
- (j) whether improvements on the Land comply with any Laws;
- (k) the condition of the Property;
- (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
- (m) any financial return or income to be derived from the Property; or
- (n) the applicability of any environmental liability to the Property.

5. No Warranties

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and the Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- (e) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (f) it must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (g) any measurements shown on the Plans are indicative only.

6. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display unit, if any, or other marketing material in entering into this contract.

7. Environmental Indemnity

7.1 Release

The Purchaser must not, at any time make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.2 Indemnity

The Purchaser indemnifies the Vendor and its officers, directors, employees, agents and representatives against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.3 Compliance with notices

The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.

8. Cost of default

The Purchaser must pay any Costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;
- (b) all legal expenses incurred by the Vendor as a result of the Purchaser's delay; and
- (c) a fee of \$440.00 for any rescheduling of settlement.

which must be paid on or before settlement, if not paid at settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

9. Insolvency event

9.1 Insolvency Event

In addition to any other rights the Vendor may have to terminate this contract, the Vendor may terminate this contract, by notice to the Purchaser, if an Insolvency Event occurs.

9.2 Consequences of termination

If the Vendor gives the Purchaser a notice under special condition 9.1:

- (a) General Condition 34 will not apply and this contract ends when the notice is given;
- (b) General Conditions 35.4 and 35.5 apply; and
- (c) the Vendor is entitled to the Deposit.

10. Purchaser's indemnity

The Purchaser indemnifies the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods, except to the extent caused or contributed to by the Vendor.

11. Guarantee and Indemnity

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

12. FIRB

12.1 If the Purchaser is not a Foreign Person, the Purchaser:

- (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
- (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition 12.2(a), including legal costs on a full indemnity basis.

12.2 If the Purchaser is a Foreign Person:

- (a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and
- (b) the Purchaser will, if the covenant in special condition 12.2(b) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

13. Novation by Vendor

13.1 In consideration of the Vendor agreeing to enter into this contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

- (a) a deed in the form prepared by the Vendor novating this contract to a third party; and
- (b) a Vendor's Statement in the form prepared by the third party.

- 13.2 If this contract is novated to a third party, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, in respect of special condition 13(a) or any matter arising from special condition 13.

14. Easements

- 14.1 The purchaser acknowledges that:

- (a) sewers, drains or other services may lay outside registered easements; and
- (b) the Land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from an inspection of the Land.

- 14.2 The purchaser will not make any requisition in respect of, objection to, claim, withhold monies at settlement, delay completion of, rescind or terminate this Contract in respect of any matters referred to in this special condition 14.

15. Further Action

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

16. Unenforceable provisions

Any provision in this contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision.

17. Counterparts

This contract may be executed in any number of counterparts that together will constitute one instrument. A party may execute this contract by signing any counterpart.

18. No Merger

A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

19. Waiver

- 19.1 A party waives a right under this contract only if it does so in writing.

- 19.2 A party does not waive a right simply because it:

- (a) fails to exercise the right;
- (b) delays exercising the right; or
- (c) only exercises part of the right.

- 19.3 A waiver of one breach of a term of this contract does not operate as a waiver of another breach of the same term or a breach of any other term.

20. Whole Agreement

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

21. Assignment

The purchaser must not assign its rights or obligations under this contract.

22. Variation

Any variation of any term of this contract must be in writing and signed by the parties or the parties' Legal Practitioner.

23. Adjustments Statement

23.1. The Purchaser's representative is required to serve the Statement of Adjustments and all relevant supporting Certificates pursuant to General Condition 23.3 to the Vendor's Solicitor no later than 7 business days prior to the Settlement date.

23.2. If the Purchaser fails to comply with Condition 23.1 by not serving the Statement of Adjustments or any supporting Certificates then the Purchaser is liable to pay an administration fee of \$440.

23.3 The Purchaser agrees that the fees in Condition 23.2 are a fair and genuine reflection of the Vendor's Solicitor's administrative costs in attending to the Statement of Adjustments in short notice.

Attachment 1

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

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

SCHEDULE

Vendor:

Purchaser:

Guarantor(s):

DATED the _____ day of _____ 20.....

EXECUTED AS A DEED

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

.....
Witness Signature

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

.....
Witness Signature

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 223 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*.
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Money

14. DEPOSIT

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

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

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.

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	6/60 Harp Road Kew VIC 3101	
Vendor's name	Susan Jennifer Lever	Date
Vendor's signature	Director/Secretary	
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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

See attached.

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"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

--

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

GST WITHHOLDING NOTICE TO PURCHASERS

In accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("TAA")

VENDOR:

PURCHASER:

PROPERTY:

The sale of the Property is not a supply of New Residential Premises / Potential Residential Land as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

The Purchaser is notified pursuant to Section 14-250 of Schedule 1 of the TAA, that you are not required to withhold and direct funds to the Commission of Taxation at settlement of the contract of sale for the purchase of the Property.

Dated:

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

Page 1 of 1

VOLUME 10982 FOLIO 542

Security no : 124124151543Y
Produced 05/05/2025 10:18 AM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 529999P.

PARENT TITLES :

Volume 04712 Folio 289 to Volume 04712 Folio 290

Created by instrument PS529999P 08/12/2006

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SUSAN JENNIFER LEVER of UNIT 6 60 HARP ROAD KEW VIC 3101
AV837705N 08/07/2022

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 PS529999P 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 6 60 HARP ROAD KEW VIC 3101

ADMINISTRATIVE NOTICES

NIL

eCT Control 23770R LEAD CONVEYANCING
Effective from 08/07/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS529999P

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 05/05/2025 10:18:34 AM

OWNERS CORPORATION 1
PLAN NO. PS529999P

The land in PS529999P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 29.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

737 BURWOOD ROAD HAWTHORN VIC 3122

AK174876X 07/02/2013

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. PS529999P 08/12/2006

Additional Owners Corporation Information:

NIL

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	39	39
Lot 2	38	38
Lot 3	38	38
Lot 4	37	37
Lot 5	38	38
Lot 6	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/05/2025 10:18:34 AM

OWNERS CORPORATION 1
PLAN NO. PS529999P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	35	35
Lot 8	38	38
Lot 9	25	25
Lot 10	25	25
Lot 11	25	25
Lot 12	24	24
Lot 13	33	33
Lot 14	37	37
Lot 15	46	46
Lot 16	38	38
Lot 17	43	43
Lot 18	38	38
Lot 19	41	41
Lot 20	41	41
Lot 21	38	38
Lot 22	28	28
Lot 23	25	25
Lot 24	24	24
Lot 25	25	25
Lot 26	45	45
Lot 27	45	45
Lot 28	27	27
Lot 29	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.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 05/05/2025 10:18:34 AM

OWNERS CORPORATION 2
PLAN NO. PS529999P

The land in PS529999P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 11, 12.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

60-62 HARP ROAD KEW EAST VIC 3102

PS529999P 08/12/2006

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. PS529999P 08/12/2006

Additional Owners Corporation Information:

NIL

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 11	50	50
Lot 12	50	50
Total	100.00	100.00

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: 05/05/2025 10:18:34 AM

OWNERS CORPORATION 2
PLAN NO. PS529999P

Statement End.

Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS529999P
Number of Pages (excluding this cover sheet)	14
Document Assembled	05/05/2025 10:18

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			Stage No. /	LR use only EDITION	PLAN NUMBER PS 529999 P	
Location of Land Parish: BOROONDARA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 84 (PART) LR base record: VICMAP DIGITAL PROPERTY Title References: C/T VOL.4712 FOL.289 VOL.4712 FOL.290 Last Plan Reference: TP 393467 P (LOT 1) & TP 744962 A (LOT 1) Postal Address: 60-62 HARP ROAD (at time KEW EAST 3102 of subdivision) MGA 94 Co-ordinates: E 328 595 Zone: 55 (of approx. centre N 5 814 390 of plan)			Council Certification and Endorsement Council Name: CITY OF BOROONDARA Ref: Sub 604/145 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (ii) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (iii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 1 / 12 / 06 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /			
Vesting of Roads and/or Reserves						
Identifier	Council/Body/Person					
NIL	NIL					
			Notations			
			Staging This is /is not a staged subdivision Planning Permit No. PP04/00945			
			DEPTH LIMITATION DOES NOT APPLY			
ALL COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. COMMON PROPERTY No.1 IS THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.2 AND IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS & CEILINGS WHICH DEFINE BOUNDARIES.			LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERIOR FACE: BOUNDARIES MARKED 'E'. INTERIOR FACE : ALL OTHER BOUNDARIES. Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). PM 82 & MMB 1134 In proclaimed Survey Area no. _____			
Easement Information					LR use only	
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 6 / 12 / 06	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
					LR use only PLAN REGISTERED TIME 10.50 AM DATE 8 / 12 / 06  Assistant Registrar of Titles Sheet 1 of 14 Sheets	
CARSON SIMPSON PTY LTD land & engineering surveyors planning & development consultants P.O. BOX 219, BOX HILL, VIC. 3128 PH (03) 9898.0761 FAX (03) 9890.4173			LICENSED SURVEYOR (PRINT).....CLIFF C. CARSON SIGNATURE..... DATE 21 / 11 / 06 REF B 4471 VERSION 04		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	

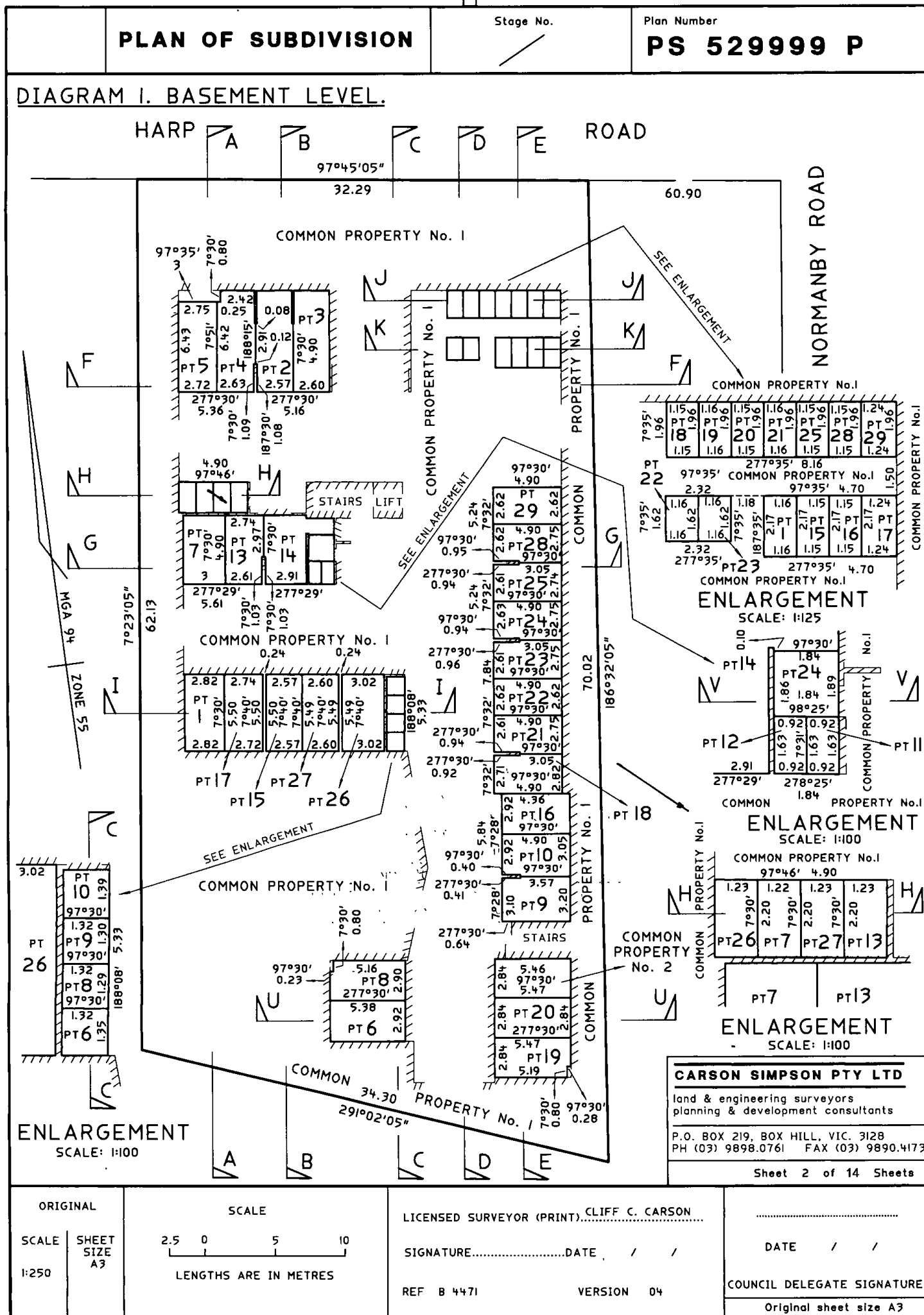


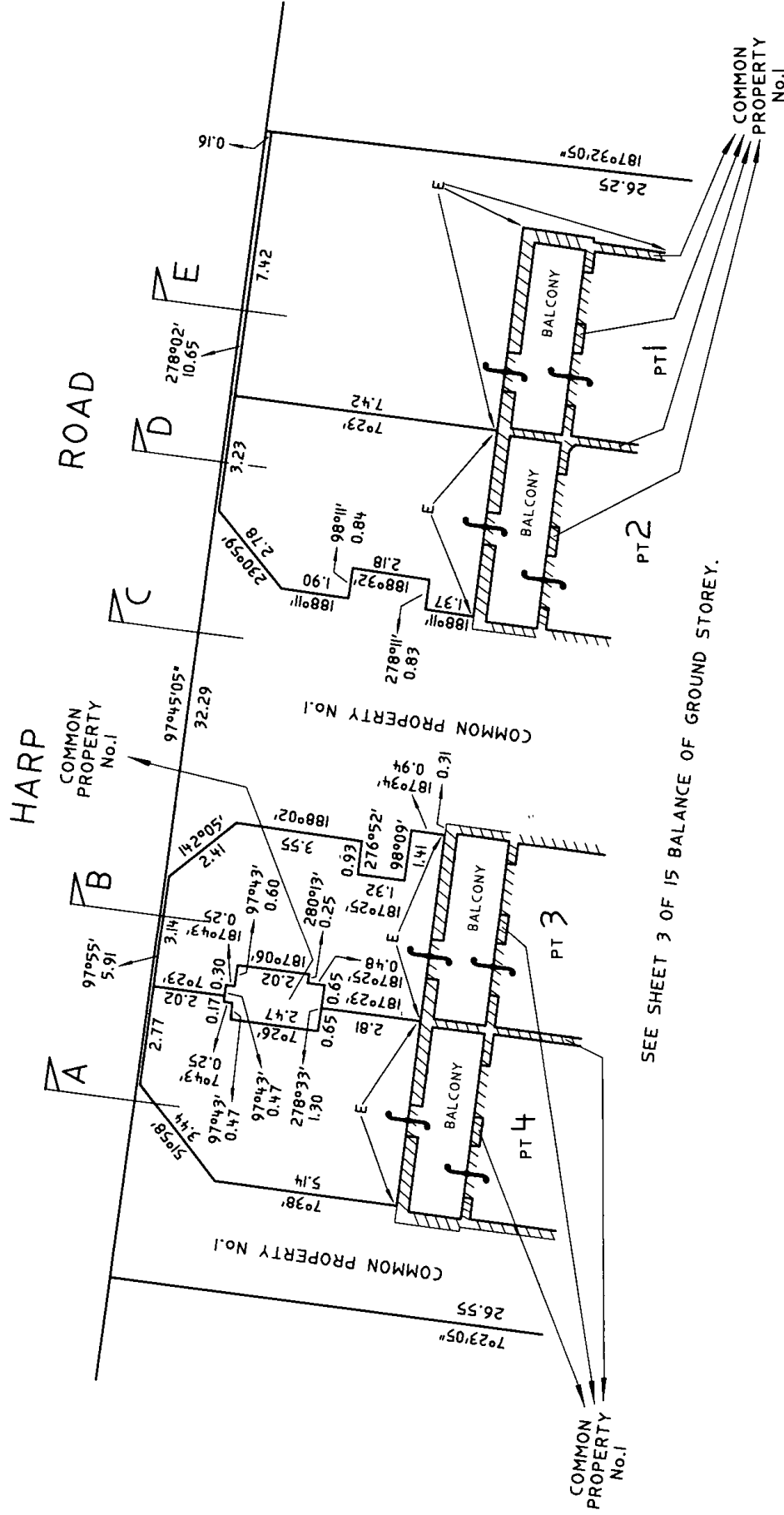
DIAGRAM 2. DETAIL ENLARGEMENT OF PART OF
GROUND STOREY AND GROUND LEVEL.

PLAN OF SUBDIVISION

Plan Number

PS 529999 P

Stage No.



Sheet 4 of 14 Sheets

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land & engineering surveyors
planning & development consultants

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PH (03) 9898.0761 FAX (03) 9890.4173

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SIZE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)...CLIFF C. CARSON...

SIGNATURE.....DATE / /

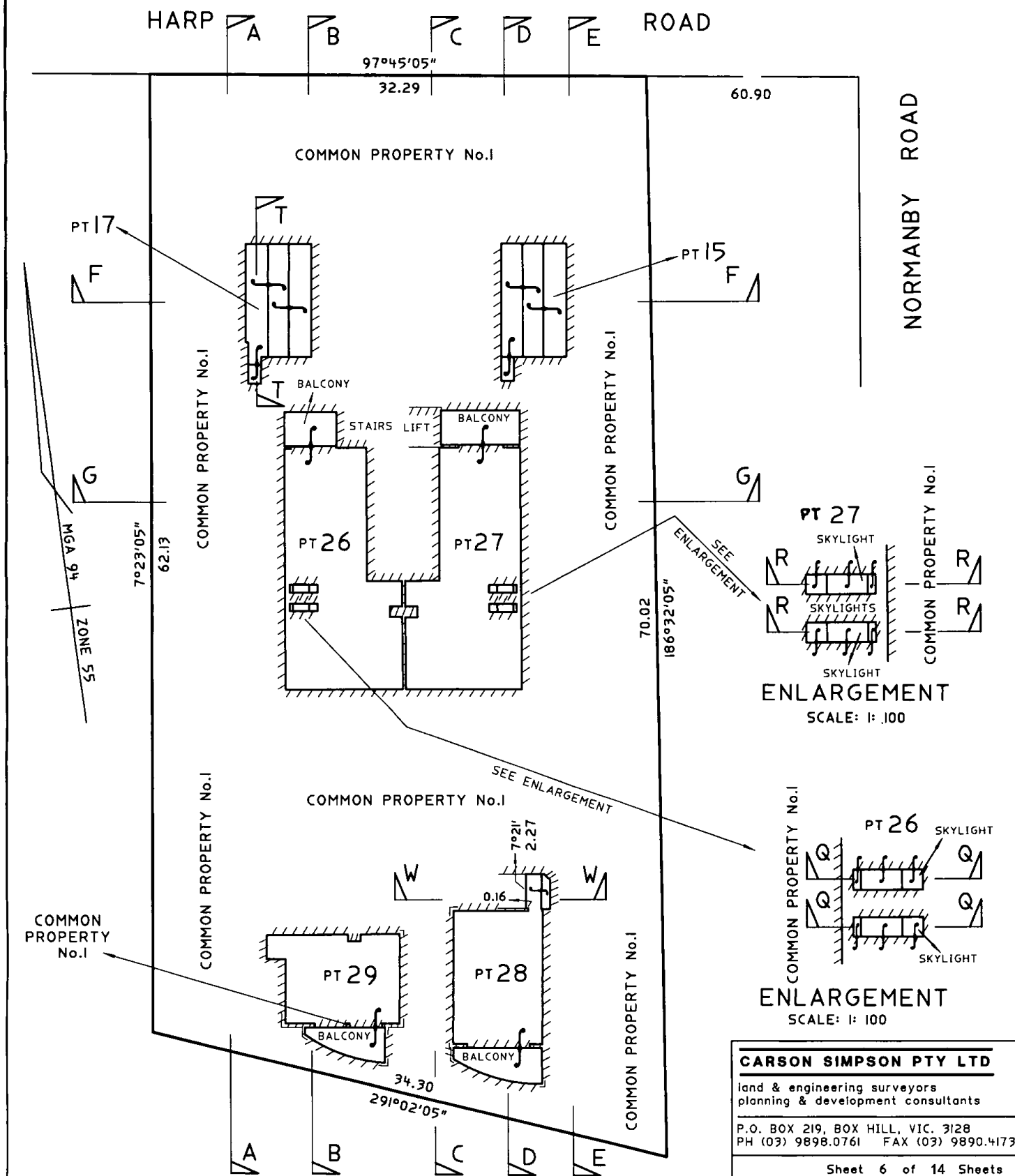
REF 84471 VERSION 04

DATE / /
COUNCIL DELEGATE SIGNATURE

MGA94
ZONE 55

PLAN OF SUBDIVISION	Stage No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	Plan Number PS 529999 P
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DIAGRAM 4. TOPMOST STOREY.



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Sheet 6 of 14 Sheets	

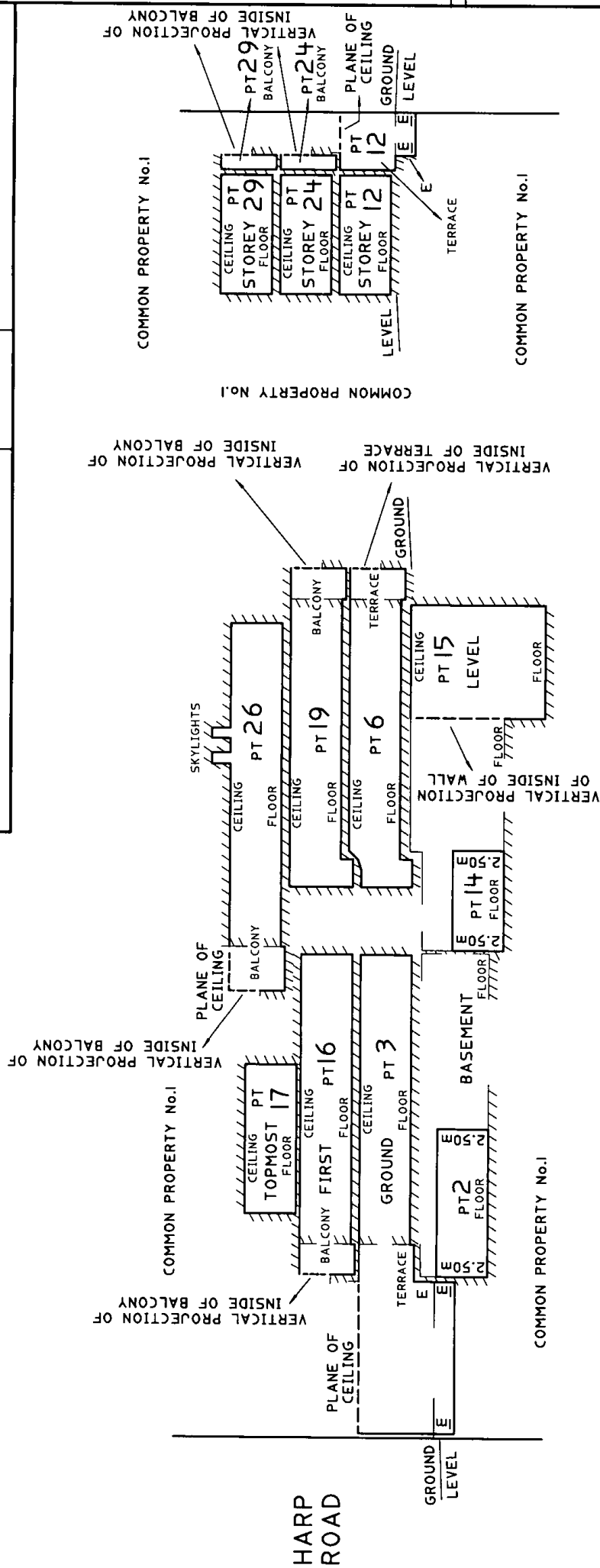
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		REF B 4471	VERSION 04
		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION


Stage No.

Plan Number

PS 529999 P



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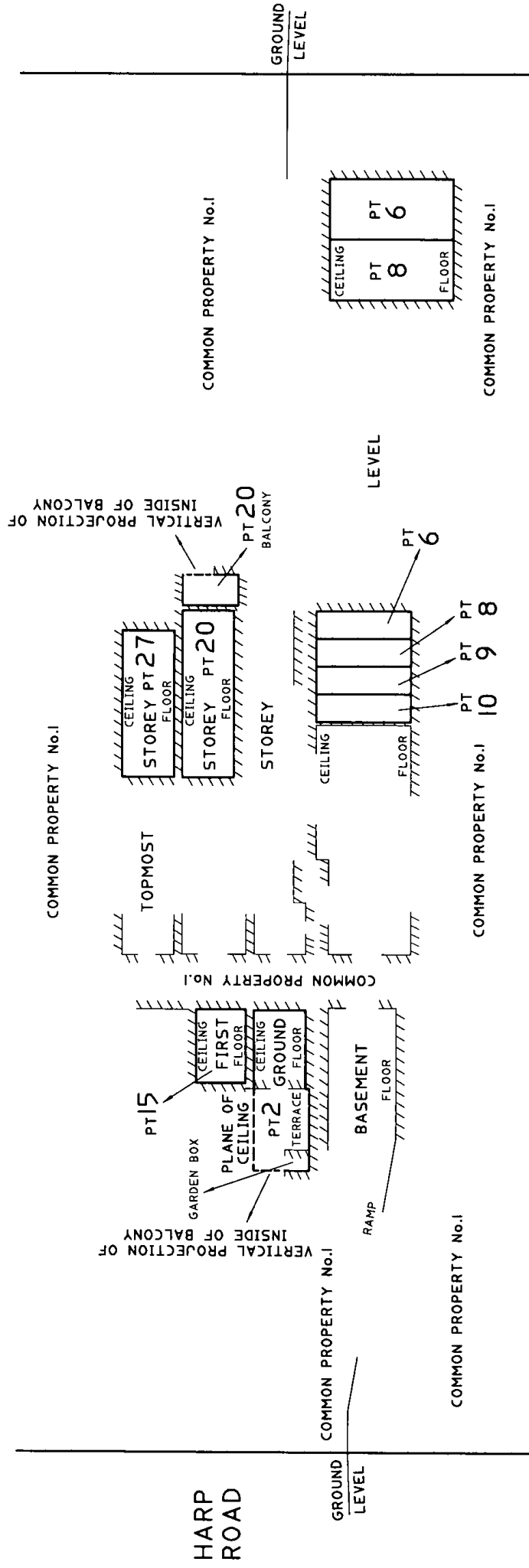
CARLSON SIMPSON PTY LTD land & engineering surveyors planning & development consultants P.O. BOX 219, BOX HILL, VIC. 3128 PH (03) 9898 0761 FAX (03) 9890 4173														ORIGINAL SCALE N.T.S. SHEET SIZE A3		SCALE  LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) CLIFF C. CARSON SIGNATURE _____ DATE ____ / ____ / ____ REF B4471 VERSION 04		_____ DATE ____ / ____ / ____ COUNCIL DELEGATE SIGNATURE	
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PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 529999 P



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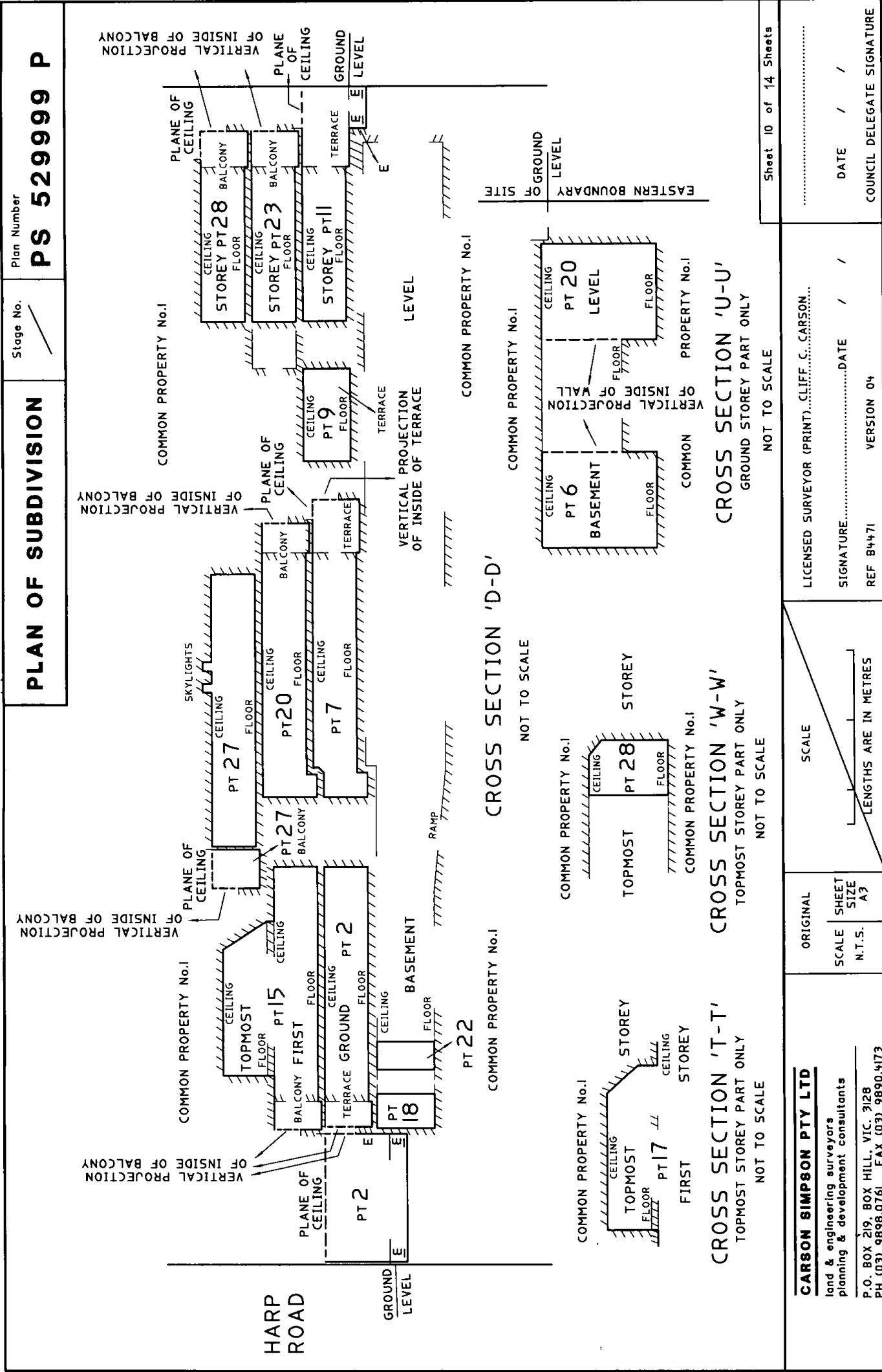
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REF B4471

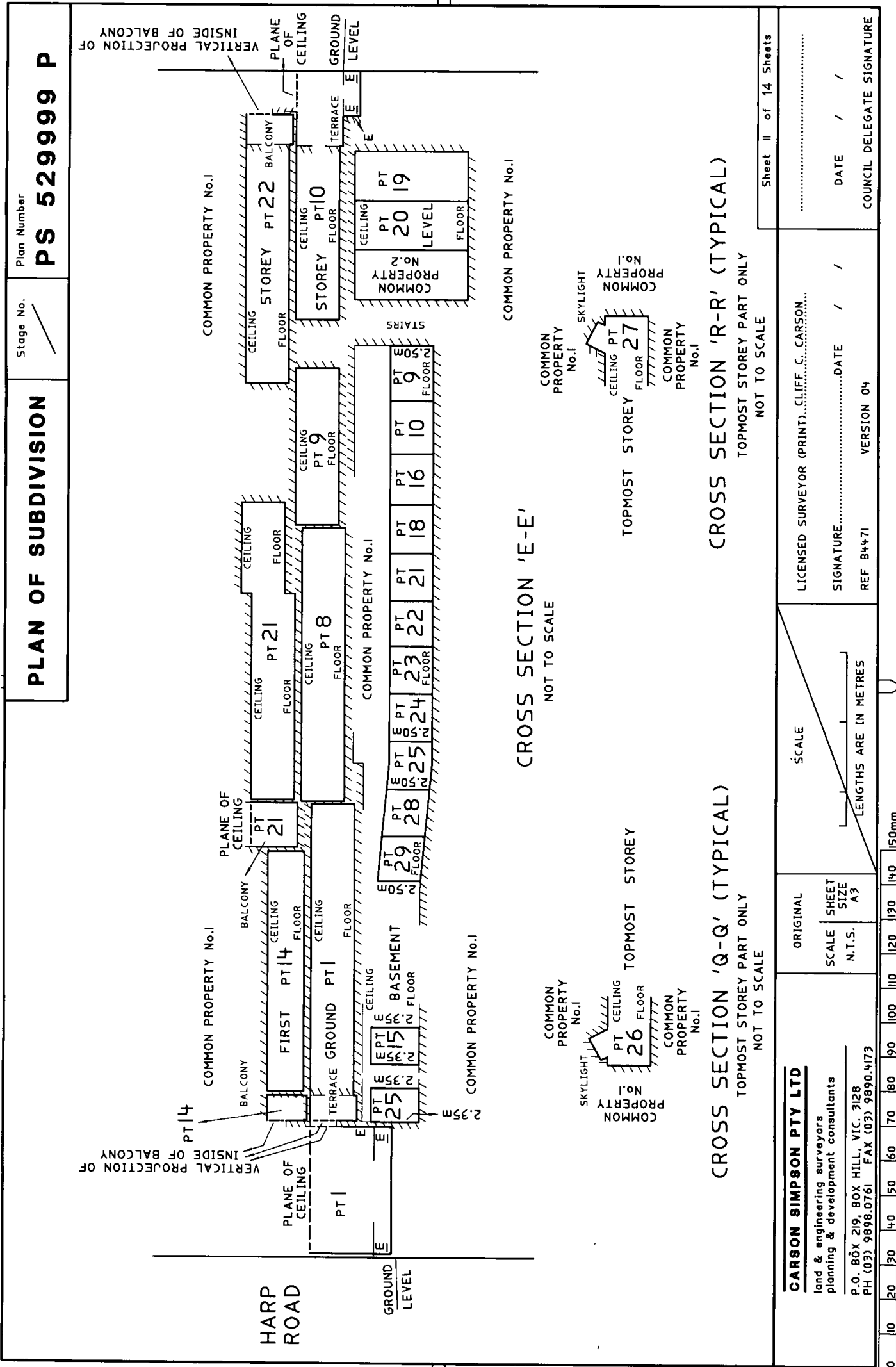
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Sheet 9 of 14 Sheets

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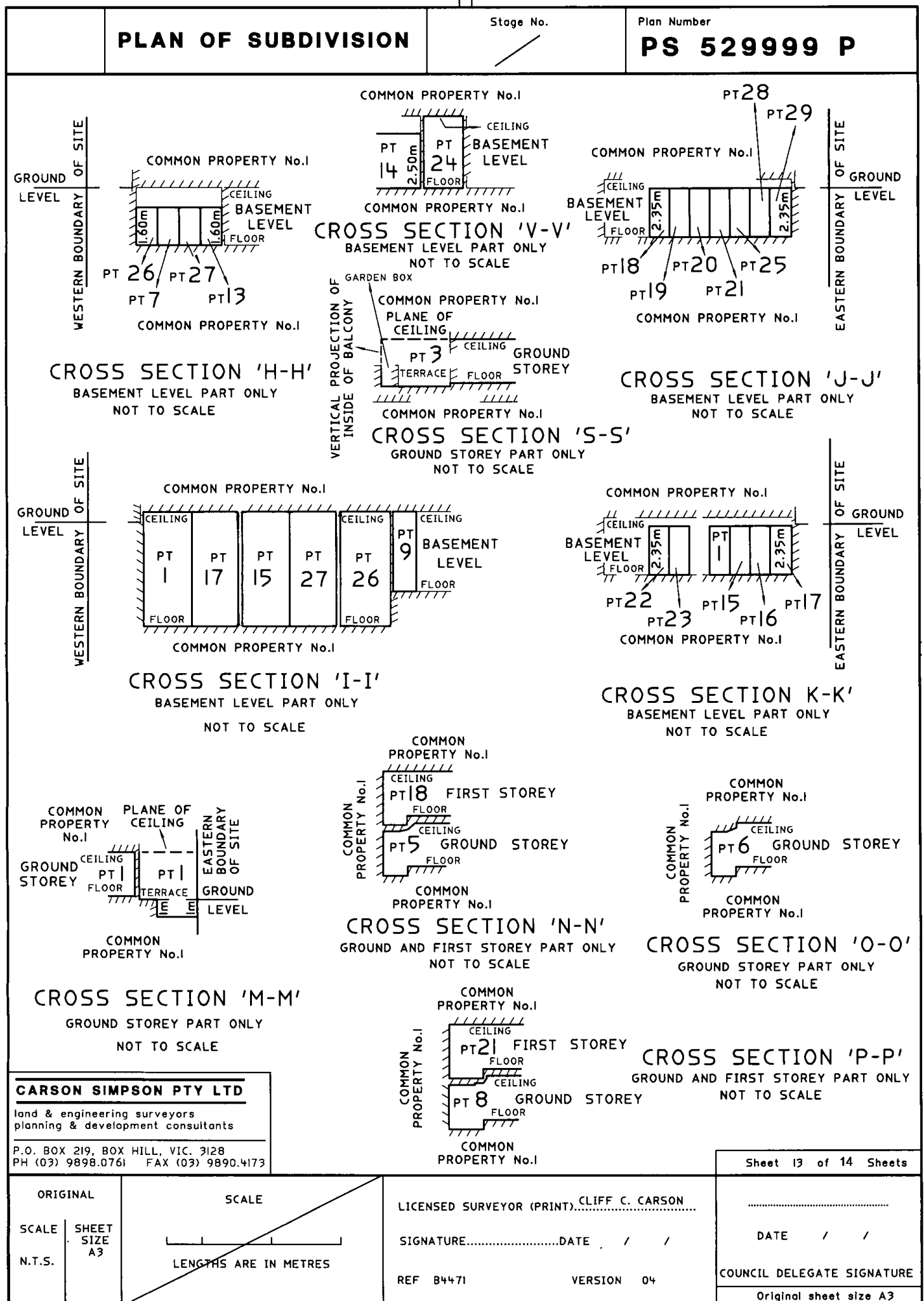


CARSON SIMPSON PTY LTD land & engineering surveyors planning & development consultants P.O. BOX 219, BOX HILL, VIC. 3128 P.H.(03) 9898.0761 FAX (03) 9890.4173		ORIGINAL	SCALE N.T.S.		SHEET SIZE A3	<div>SCALE</div> <div>LENGTHS ARE IN METRES</div>		LICENSED SURVEYOR (PRINT)...CLIFF C. CARSON...		SIGNATURE.....DATE / /		REF B4471 VERSION 04		COUNCIL DELEGATE SIGNATURE																	
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Sheet 11 of 14 Sheets		DATE / /		COUNCIL DELEGATE SIGNATURE	
LISCENSED SURVEYOR (PRINT) CLIFF C. CARSON		SIGNATURE		VERSION 04	
SCALE		ORIGINAL		SHEET SIZE A3	
LENGTHS ARE IN METRES		SCALE N.T.S.		NOT TO SCALE	
CARSON SIMPSON PTY LTD		land & engineering surveyors		P.O. BOX 219, BOX HILL, VIC. 3128	
planning & development consultants		PH (03) 9898.0761		FAX (03) 9890.4173	

Original sheet size A3



PS529999P

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1134911

APPLICANT'S NAME & ADDRESS

LEGAL WORLD PTY LTD C/- LANDATA
MELBOURNE

VENDOR

LEVER, SUSAN JENNIFER

PURCHASER

SMITH, JOHN

REFERENCE

66567

This certificate is issued for:

LOT 6 PLAN PS529999 ALSO KNOWN AS 6/60 HARP ROAD KEW
BOROONDARA CITY

The land is covered by the:

BOROONDARA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/boroondara>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

05 May 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

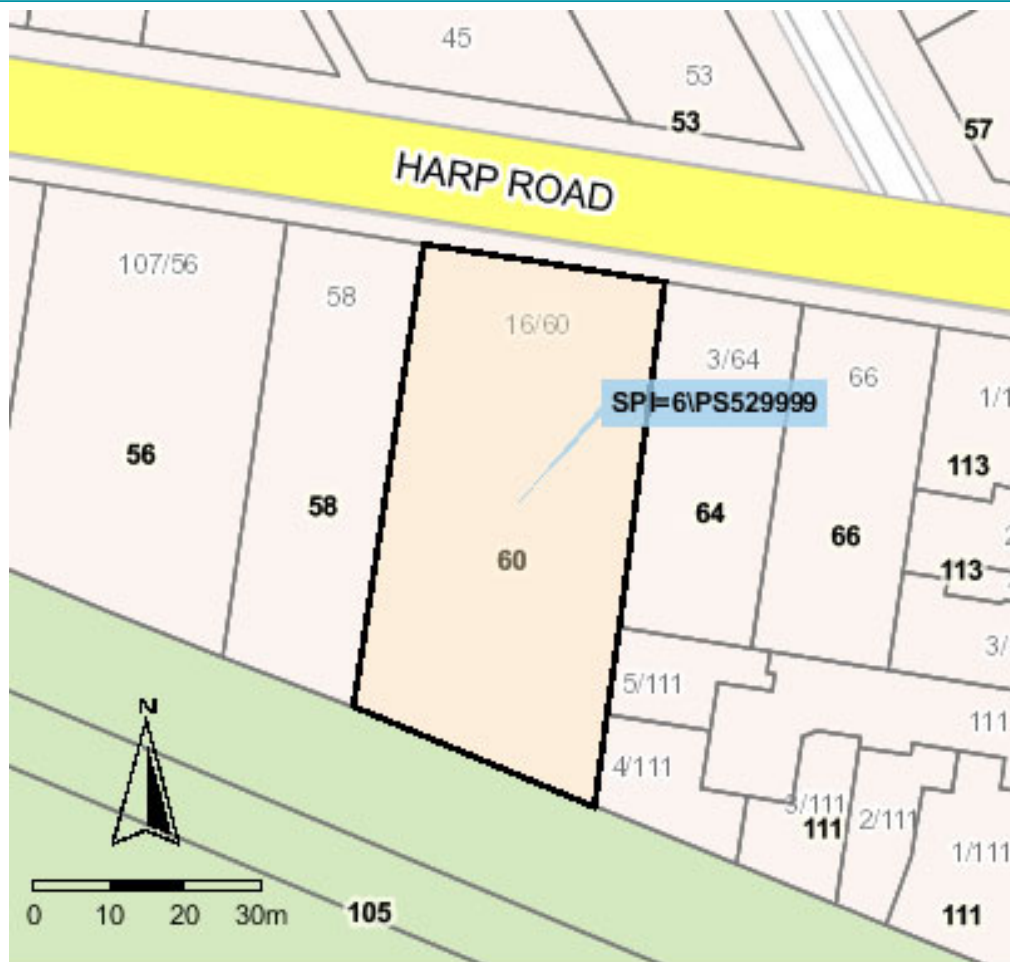
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 05 May 2025 10:18 AM

PROPERTY DETAILS

Address: **6/60 HARP ROAD KEW 3101**
Lot and Plan Number: **Lot 6 PS529999**
Standard Parcel Identifier (SPI): **6\PS529999**
Local Government Area (Council): **BOROONDARA**
Council Property Number: **535310**
Planning Scheme: **Boroondara**
Directory Reference: **Melway 45 H4**

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

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

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



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

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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 Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

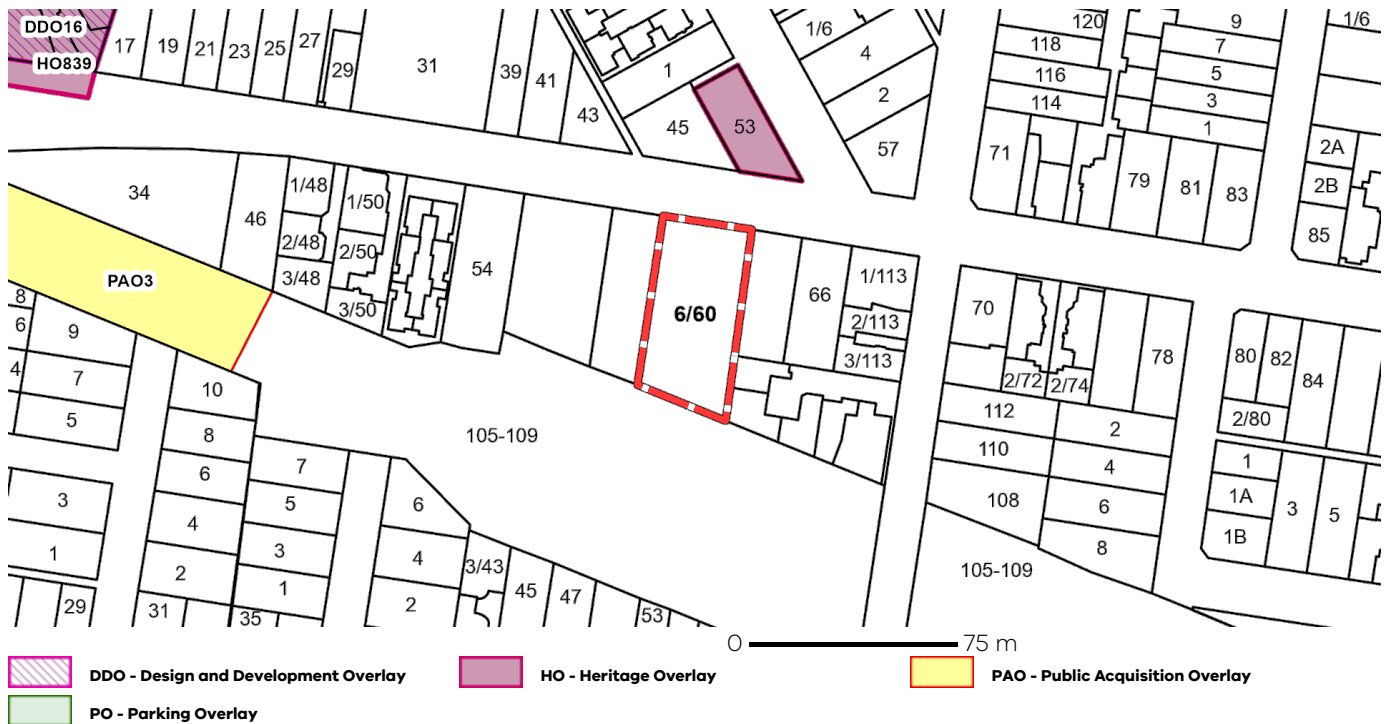
Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

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

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[PARKING OVERLAY \(PO\)](#)



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 April 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 \(environment.vic.gov.au\)](https://naturekit.environment.vic.gov.au/)



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Legal World Pty Ltd
PO Box 1099
WAHROONGA 2076

Client Reference: 66567

NO PROPOSALS. As at the 5th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 6 60 HARP ROAD, 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: 5th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76660815 - 76660815101248 '66567'

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: **05/05/2025**

Your Reference: **66567**

Certificate No: **wLIC68029**

Property No.: **535310**

AVPCC.: 125-Strata Unit or Flat

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: **6/60 Harp Road KEW VIC 3101**

Property Description: **Lot 6 PS 529999P Vol 10982 Fol 542**

Site Value: **175000** Capital Improved Value: **675000** Net Annual Value: **33750**

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	\$1,165.75
Fire Services Property Levy	\$190.72
Payment/Adjustments	\$1,017.47-
Current Balance	\$339.00

IMPORTANT INFORMATION, if applicable

LAND INFORMATION CERTIFICATE (Cont.)Property Address: **6/60 Harp Road KEW VIC 3101**Property No.: **535310**Certificate No.: **wLIC68029****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.

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.

**BPAY**

Biller Code: 93633
Ref: 07285182

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.



Michael Hutchison
Head of Strategic Property and Revenue

5th May 2025

Legal World Pty Ltd C/- LANDATA
LANDATA

Dear Legal World Pty Ltd C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	6/60 HARP ROAD KEW 3101
Applicant	Legal World Pty Ltd C/- LANDATA LANDATA
Information Statement	30937783
Conveyancing Account Number	7959580000
Your Reference	66567

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	6/60 HARP ROAD KEW 3101
------------------	-------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	6/60 HARP ROAD KEW 3101
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STATEMENT UNDER SECTION 158 WATER ACT 1989

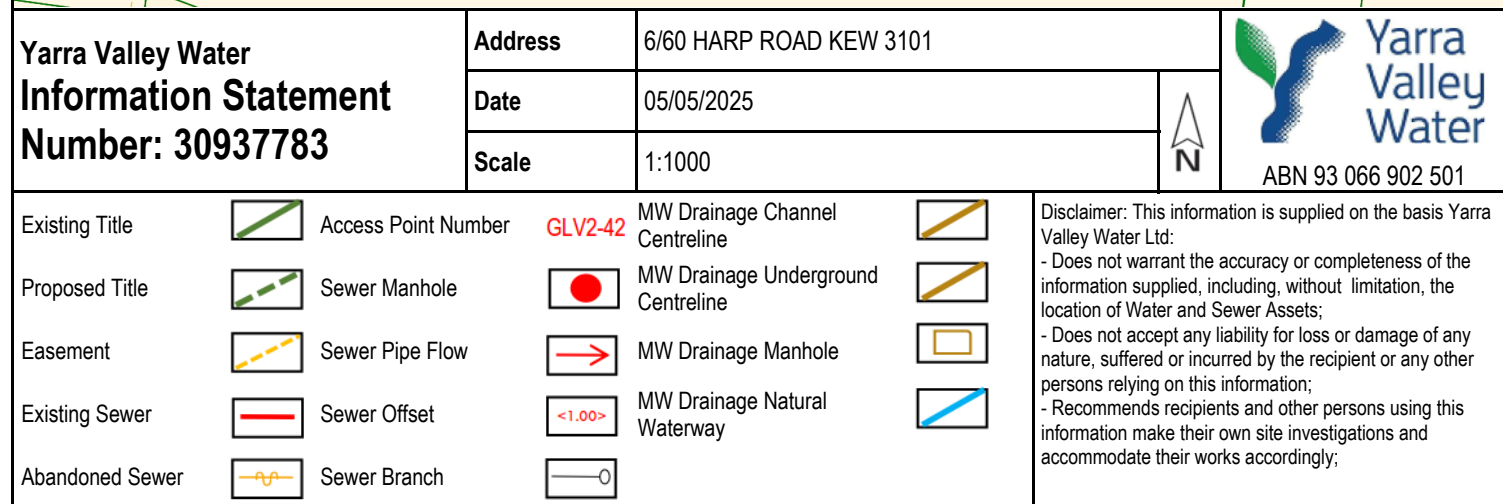
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.



Legal World Pty Ltd C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8144737925
Rate Certificate No: 30937783

Date of Issue: 05/05/2025
Your Ref: 66567

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 6/60 HARP RD, KEW VIC 3101	6\PS529999	1630345	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$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



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: 1630345

Address: UNIT 6/60 HARP RD, KEW VIC 3101

Water Information Statement Number: 30937783

HOW TO PAY



Biller Code: 314567
Ref: 81447379253

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2007
Subdivision Act 1988

OC Number	PS529999P
Property	Eton On The Park Unit 6 , 60-62 Harp Road KEW EAST
Vendor	Susan Lever
Purchaser	
Reference	2441
This certificate is issued for lot 6 Plan No. PS529999P	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **13/05/2025**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are \$4,750.00 per annum for the year.
Commencing 14/12/2024 paid Quarterly
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	14/012/2024	14/06/2025	14/09/2025	14/12/2025
Amount	\$2,470.00	\$1,187.50	\$1,187.50	\$1,187.50
	14/03/2025			
	\$1,187.50			

- b) The fees are paid up until 13/06/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable

- c) Unpaid fees and levies presently total **\$0.00** plus penalty interest of **\$0.00**.

- d) The following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details

- e) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are-

There are no repairs, maintenance or other works which are not included in the above annual fees, maintenance or special levies as at 13/05/2025

- f) The body corporate has the following insurance cover-

i.	Name of Company	Strata Community Insurance
ii.	Name of Broker	
iii.	Number of Policy	POL11029958
iv.	Kind of Policy	Residential Strata - Building/Common Property
v.	Buildings covered	All Building
vi.	Building Amount	\$19,510,000
vii.	Public Liability Amount	\$30,000,000
viii.	Renewal Date	14/12/2025
ix.	Insurance Period	14/12/2024 - 14/12/2025

- g) Has the Owners Corporation resolved that members may arrange their own insurance under Section 63 of the Act. Where the owners corporation has done so, the date the resolution was made is?

The Owners Corporation has not resolved that owners may arrange their own insurance as at 13/05/2025

- h) The total funds held by the owners corporation as at 13/05/2025-

Administrative Fund	Maintenance Fund	Total
\$44,888.90	\$70,085.60	\$114,974.50

- 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 above?

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 13/05/2025

j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

nil

k) Are there any current agreements to provide services to lot owners, occupiers or the public?

There are no agreements to provide services to lot owners, occupiers or the public as at 13/05/2025

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

There are no notices of orders as at 13/05/2025

m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details:

The manager is not aware of any legal proceedings as at 13/05/2025

n) The Owners Corporation has resolved to appoint Nationwide Body Corporate Pty Ltd, as manager

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

p) Other information:

q) The minutes of the most recent Annual General Meeting of the Owners Corporation
(see attached)

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.
- 4.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

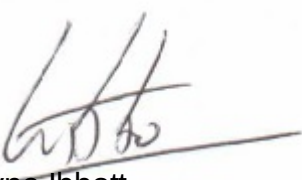
Date of Issue:

13/05/2025

Common Seal of Plan No PS529999P



Prepared By:


Wayne Ibbott

Ph: 9857 0122 Fax:
admin@nationwidebc.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by the Owners
Corporation*

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Owners Corporations Regulations 2007

SCHEDULE 2

Form 2

Owners Corporations Regulations 2007 Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**



Nationwide Body Corporate Pty

Office Address: 113 Whitehorse Road
DEEPPENE VIC 3103
Postal Address: PO Box 1107
KEW EAST VIC 3102
Tel: 9857 0122
ABN 69 154 484 965

admin@nationwidebc.com.au

MINUTES ANNUAL GENERAL MEETING

Property:	60-62 Harp Road, Kew East 3102
Date:	19/02/2024
Time:	05:30pm
Location:	Nationwide Office - 113 Whitehorse Road, Deepdene

Time Meeting Commenced: 05:35pm

Present:

Wayne Ibbott (NBC)
Annie and Colin Davidson (unit 3)
Ankur Bhargava (unit 4)
Kylee Taylor (unit 5)
Jan Scott (unit 7)
Rebecca Saber (unit 12)
Rob Fisher (unit 17)
Bronwyn Holmes (unit 20)
Daniel Fedyshyn (unit 24)
Lyndel Connolly (unit 27)
Craig Macfarlan (unit 28)
Kate Gledhill (unit 29)

Proxies:

Sreeram Venkataraman (unit 1) authorising Rob Fisher
Antoinette Fisher (unit 17) authorising Rob Fisher
Jacqueline and David O'Neal (unit 18) authorising Wayne Ibbott
Alexander Kaminsky (unit 21) authorising Wayne Ibbott

Apologies:

Election of Chairperson:

Wayne Ibbott was elected chairperson for the purposes of the meeting and declared as **14** of **29** lots of the Owners Corporation were represented a quorum did not exist. Accordingly all decisions made are interim decisions of the Owners Corporation. After 29 days have lapsed, they will become binding decisions unless 25% of owners lodge an objection within this period.

Previous Minutes:

The minutes of the last AGM held were read and accepted

Matters Arising:

Elections of Office Bearers:

Kate Gledhill joined the Committee (all approved)

Committee: Kylee Taylor, Rob Fisher, Ankur Bhargava, Kate Gledhill

Chairperson: Ankur Bhargava

Managers: Nationwide Body Corporate Pty Ltd

Managers Professional Indemnity Insurance Details:

At each AGM the manager is required to confirm that they have Professional Indemnity Insurance.

Nationwide has the following policy -

Insurer:	Chubb Insurance Australia Limited
Policy Number:	MPI0007273
Period:	08/11/22 - 08/11/23
Cover:	\$2,000,000

Strata Building Insurance:

Underwriter/Insurer	Strata Community Insurance
Building Sum Insured:	\$19,510,000
Public Liability:	\$30,000,000
Loss of rent/ Temporary Accommodation:	\$2,929,500
Last Building Valuation Date:	10/11/2023

Insurance details were discussed and it was agreed that:

- the current cover is sufficient

Copies of the Product Disclosure Statement and Financial Services Guide were available at the meeting.

If owners wish to have a copy of the Product Disclosure Statement they should Contact Nationwide Body Corporate who will provide a copy.

***Disclaimer**

Nationwide is an Authorised Representative and receives commission equivalent to 20% of the cost of the Premium

The manager is an authorized representative which allows the manager to provide general and factual advice about insurance only and that the following advice has been issued without consideration of the individual/specific needs and objectives of the owners.
Owners are reminded about the following Insurance information:

**The Strata Building Insurance Policy does not cover the contents (eg personal fixtures, carpet, light fittings, drapes or blinds and furnishings).*

** Members who require personal advice about Landlord or Content Insurance may contact our office for assistance with additional Insurance Quotes.*

** Individual Owners must ensure that smoke detectors are installed and maintained within their individual lots and that any additional Fire Equipment is maintained as per the building &/or government regulations.*

** The Owners Corporation must ensure that all existing Common Essential Services are maintained (this includes stairwells and pathways to be clear of trip hazards and obstructions) to provide ready egress in an emergency). Fire Equipment Maintenance is conducted to ensure that the fire hydrants, hose reels and emergency exits are inspected and maintained in accordance with the specific regulations.*

FINANCIALS:

Members resolved to receive and adopt the Financial Statement for year ended 13/12/2023 and the period of 14/12/2023 - 23/01/2024 as prepared by the previous manager Ace Body Corporate.

Owners Corporation 2

Rebecca Saber enquired as to why Units 11 and 12 (only) needed to pay levies into OC 2.

The levies are for the cost of their car stacker and management fees charged by Ace Body Corporate.

Wayne Ibbott advised that he didn't understand the need for OC 2 as the owners of Units 11 and 12 could be charged for the car stacker service via a Special Levy (similar to other owners) and that a management fee for OC 2 isn't warranted.

It was decided to close OC 2 and return the funds to the owners of Units 11 and 12.

BUDGET:

Members resolved to adopt the following annual budget for the year which is payable **half yearly** in accordance with lot liability continuing at the same rate until altered by resolution at a general meeting.

Type of Account		This Years Budget
Caretaking		\$10,120
Management Fee		\$8,700
Sundries		\$1,000
Common Electricity		\$7,150
Common Gas		\$880
Common Water		\$1,320
Fire Alarm Monitoring		\$2,420
Fire Protection & Essential Services		\$7,700
Gardening		\$6,050
General Maintenance & Repairs		\$20,773
Gutter Cleaning		\$1,200
Insurance Premium		\$42,000
Lift Maintenance		\$5,016
Pest Control		\$600
Roof Anchors		\$800
Rubbish Removal		\$1,606
Tax Preparation		\$300
Telephone & Internet		\$1,100
Window Cleaning		\$1,265
Total Admin		\$120,000
Sinking Fund		\$10,000

FEES:

Please note that any unbudgeted expenditure may require a Special Levy. Members noted that lot liability levies will be required to cover the cost of non-recurrent and un-budgeted expenditure and resolved that forthcoming levies are to be approved should they be necessary.

Arrears:

Owners Corporation will charge interest at 10% on any amount payable by a lot owner to the Owners Corporation that is still outstanding 28 days after the due date of payment.

AFTER HOURS/EMERGENCY MAINTENANCE:-

Plumber: Straight Line Plumbing & Gas (Charles 0430 593 462)
Electrician: GMC Electrics (Gareth 0417 050 390)

GENERAL BUSINESS:

Delivery of Fee Notices and Other Correspondence

Each owner has the choice of receiving fee notices and other correspondence via Australia Post or email.

Owners should advise Nationwide of their preferred option.

Balcony Leaks

Via proxy, Alexander Kaminsky enquired if there is (or has been) any issues with balconies leaking into the below units.

Ankur advised that Units 18 & 26 had leaking problems in the past which have been rectified by the owners.

Committee Communications

The Committee requested that owners provide their email addresses so that the Committee can share information with owners.

All owners present agreed for their emails to be provided to the Committee.

Due to privacy laws owners who didn't attend the AGM will need to provide Nationwide with their consent to provide the Committee their email.

Car Stacker Management.

Nationwide will compare the the charges for Car Stacker Servicing with other companies.

If a better quote is available, it will be referred to the Committee.

Owners should note that there should be an induction process for new owners/ tenants and potentially if a new car is bought.

Window Cleaning

Nationwide will arrange for a window cleaner to meet with a Committee member onsite to discuss what windows are to be included in the scope of works.

It was agreed that common windows and windows that are inaccessible be cleaned by the window cleaner.

Owners will be required to clean their windows which are easily reachable.

Security Cameras

Due to the recent burglaries in the car park area, it was agreed to install security cameras to deter uninvited guests and to install signage about the security cameras.

Wayne Ibbott advised that the footage can be reviewed remotely from the supplier when requested to provide vision.

It was agreed for the Committee to make the decision on which quote to accept if the cost is \$10,000 or less.

If the cost is above \$10,000, it will referred to all owners for a decision via a postal ballot.

Dead Hedges / Trees

All owners present agreed for dead hedges and trees to be removed and replaced with a suitable plant as recommended by an experienced gardener.

Town and Country will be requested to meet a Committee member onsite to quote for gardening and provide advice on the new trees / shrubs.

Roof / Roof Anchors

Nationwide will get Cam's Window Cleaning to quote for the annual roof anchor service and to also inspect the roof to see if the roof tiles are all in good condition.

Fire and Essential Services

Nationwide will compare the current Fire and Essential Services contractors with other companies and try to obtain a reduced cost.

Register of Trades/ Services

Kylee requested for a register to be arranged, listing the contractors who attend the property for service and repairs throughout the year.

These tradesmen will be required to provide notice prior to their attendance.

Owners Corporation Sign

Nationwide will arrange to place a new plaque to replace the Ace Body Corporate plaque.

CLOSE: There being no further business, Wayne Ibbott thanked those present for their attendance and contribution. Meeting closed at **07:30pm**

**Body Corporate No. 1
PS 529999P**

General And Additional Rules

**60 – 62 Harp Road
Kew East 3102**

PART ONE

STANDARD RULES

Reg. 104 and 218(2) *Subdivision (Body Corporate) Regulations 2001*

USE OF COMMON PROPERTY AND LOTS

A member must not and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate; or
- (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
- (e) make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am; or
- (f) keep any animal on common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

PART TWO
ADDITIONAL RULES
BODY CORPORATE RULES - UNLIMITED
Body Corporate Rules

1. DEFINITIONS & INTERPRETATION:-

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

“Act” means the Subdivision Act 1988;

“Building” means the building constructed on the Land;

“Governmental Agency” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

“Land” means the whole of the land described in the Plan;

“Body Corporate Managing Agent” means the person for the time being appointed by the body corporate as its Body Corporate Managing Agent or if no person is for the time being appointed, the secretary of the body corporate;

“Plan” means plan of subdivision No. PS529999P;

“Security Key” means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

- (a) headings are for convenience only and shall not affect interpretation,
- (b) words denoting any gender shall include all genders,
- (c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- (e) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment thereof or any replacement legislation,
- (f) a reference to a body corporate includes any elected committee of the body corporate, and
- (g) a reference to a corporations means and includes its liquidators, receivers, administrators and controllers.

- 1.2.1 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

- 2.1 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.
- 2.2 A proprietor or occupier of a lot must not:
- 2.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- 2.2.2 obstruct the lawful use of common property by any person.
- 2.3 A proprietor or occupier of a lot must not permit persons under his or her control to consume alcohol or take glassware onto the common property.
- 2.4 A proprietor or occupier of a lot must not smoke or dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies onto or in common property.
- 2.5 A proprietor or occupier of a lot must not permit any persons under the control of that person to use on the common property any skateboards, bikes, scooters, roller skates or roller blades or any other similar device or play on common property.

3. SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

- (a) the structural integrity of any part of the common property is impaired; or
- (b) the provision of services through the lot or the common property is interfered with.
- (c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

4. INDEMNIFICATION

The owner of the apartment must indemnify and continue to indemnify the Body Corporate for all costs losses and expenses incurred by the Body Corporate that are directly attributable to some action (or inaction) of the apartment owner or occupier or a breach of these rules by the apartment owner or occupier.

5. INTERFERENCE

- 5.1 A proprietor or occupier of a lot must not, without the written authority of the body corporate or its Body Corporate Managing Agent, interfere with the operation of any plant and equipment owned by the body corporate installed on the common property.

- 5.2 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavors to ensure that those articles are used only for their intended use and not damaged.
- 5.3 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 body corporate.
- 5.4 A proprietor or occupier of a lot must not enter any plant room without the consent of the body corporate.
- 5.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the body corporate.

6. DAMAGE

- 6.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property.
- 6.2 A proprietor or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the body corporate insurance policy.
- 6.3 The owner must compensate the Body Corporate in respect of any damage to the common property.

7. DEFECTS

A proprietor or occupier of a lot must immediately notify the body corporate or its Body Corporate Managing Agent on becoming aware of any damage to or defect in the common property or any property of the body corporate.

8. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

- 8.1 The body corporate may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-
 - 8.1.1 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;
 - 8.1.2 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; and

9. FIRE

- 9.1 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the body corporate, relating to fire and fire safety in respect of the lot.
- 9.2 A proprietor or occupier of a lot must not use, interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 9.3 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.

- 9.4 Compensate the Body Corporate in respect of any charges made by any fire authority arising from or as a result of a false alarm whether from the activation of a smoke detector or otherwise and to keep the Body Corporate indemnified against any such charges in respect of a call to the lot owner by the member.

10. STORAGE OF DANGEROUS GOODS

A proprietor or occupier of a lot must not:

- (a) Except with the prior written consent of the body corporate and at their own risk, use or store on the lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful 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 body corporate or cause any premium to be increased without the prior written consent of the body corporate.

11. INSURANCE

A proprietor or occupier of a lot must not permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy affected by the body corporate.

12. SECURITY AND SECURITY KEYS

- 12.1 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 or any person in or about the Building.
- 12.2 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier of a lot and must use all reasonable endeavors 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 to the proprietor or the body corporate.

13. CLEANING

- 13.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.
- 13.2 A proprietor or occupier of a lot must ensure its car parking space(s) and nearby property are free of oil and like substances. The body corporate reserves the right to clean any common property near his or her car space which is stained by oil, petrol or a like substance and charge that proprietor or occupier for the cost. The body corporate will give fourteen (14) days notice of its intention to do such cleaning.

14. BLINDS AND AWNINGS

- 14.1 A proprietor or occupier of a lot must not install or permit the installation of any window coverings unless those coverings are in the colour of white, bone or cream colour.
- 14.2 A proprietor or occupier of a lot must not install or permit the installation of, any awnings other than as approved by the body corporate.

15. APPEARANCE

A proprietor or occupier of a lot must not:

- 15.1 a proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 15.2 install bars, screens or grilles or other safety devices to the exterior of any windows doors of a lot without the prior written consent of the body corporate;
- 15.3 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;
- 15.4 without the prior written consent of the body corporate attach to or hang from the exterior of the lot any aerial or any security device or wires;
- 15.5 install an audible security alarm in their lot. All security alarms must be connected to a monitored service.
- 15.6 place, display or hang any chattel or item (including any item of clothing or wind chimes) on or from a balcony or terrace forming part of a lot or common property.
- 15.7 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change.
- 15.8 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.
- 15.9 install any pipes, wiring, cables or the like to the external face of the Building.

16. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property.

17. RUBBISH

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.

18. AIR CONDITIONERS

A member or occupier must ensure that Air Conditioning Condensers for the Apartments are to be located on the roof of the building in accordance with the endorsed Town Planning Plans.

19. BUSINESS

A proprietor or occupier of a lot must not allow the lot to be used for other than residential purposes without the written consent of the Body Corporate. Where such consent has been given the approved use must cease after receipt of written notice that the Body Corporate has resolved that the approved use is causing a nuisance or hazard to any other member or occupier of any lot or the families or visitors of the staff or customers of any such member or occupier;

20. VEHICLES & PARKING

- 20.1 A proprietor or occupier of a lot must not park or leave a vehicle or other similar object on common property other than in parking areas.

- 20.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle common property and must reimburse the body corporate 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.
- 20.3 A proprietor or occupier of the lot must only park vehicles within the weight restrictions on the mechanical lifts. No trailers or caravans are to be parked on the mechanical lifts.

21. VISITORS PARKING

- 21.1 A proprietor or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitors parking for more than 48 hours without special permission from the body corporate or the Body Corporate Managing Agent.
- 21.2 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking.

22. COMPLIANCE

- 22.1 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.
- 22.2 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, without limitation, any requirements, notices and orders of any governmental authority.
- 22.3 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

23. LETTER BOXES

The proprietor or occupier of a lot must not adhere any "NO JUNK MAIL" signs or words to that like effect unless it is in a form approved by the Body Corporate.

24. BUILDING AND CONSTRUCTION

A proprietor or occupier of a lot must not undertake any building works within or about or relating to a body corporate member's lot without Body Corporate consent.

25. SIGNS

- 25.1 A proprietor or occupier of a lot must not erect, affix or publicly display on any portion of a lot or common property any sign, placard or advertisement.

A proprietor or occupier of a lot must not allow the erection of any for sale or for lease or license or sub-lease boards or signs of any description on the common property without the prior written consent of the body corporate (which consent will be granted in its absolute discretion).

26. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those, which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the lot owner or occupier causing the damage or blockage.

27. ACCESS

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate 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 lot owner in cases where such leakage or defect is due to any act or default of the said lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the lot owner or occupier as is reasonable in the circumstances.

28. ANIMALS

A proprietor or occupier of a lot must not keep any animal on a lot affected by the Body Corporate or on the common property without the written consent of the Body Corporate. Where such consent has been given the member must remove the animal after receipt of written notice that the Body Corporate has resolved that the animal is causing a nuisance;

29. MOVING IN OR VACATING THE LOT

29.1 Residents intending to move furniture in or out or receive delivery of large items must not:

29.1.1 do so without notifying the Manager at least 72 hours prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move (the time for moving must be between 9:00 am and 5:00 pm);

29.2 Residents moving furniture in or out at any time must not:

29.2.1 permit any carriers or trades people to commence operations prior to authorization being given by the Manager;

29.2.2 permit any furniture or items to access the lift without protective covers.

29.2.3 permit any vehicles to restrict access to the car park;

29.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

29.2.5 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door;

29.2.6 damage the common property.

29.3 The resident moving in or out of the building will be liable to the Body Corporate for any damage caused to the common property in doing so.

30. MECHANICAL LIFTS

30.1 Only cars are permitted to park on the mechanical lifts.

30.2 The Body Corporate Manager is delegated the power to:

30.2.1 Enter into maintenance contracts for the regular servicing and maintenance of the mechanical lifts on behalf of the lot owners with the mechanical lifts on title.

30.2.2 Establish a sinking fund for the long-term replacement of the car mechanical lifts.

30.2.2 Charge the lot owners with the mechanical lifts on title a special levy per annum due the 1st of January each year to cover the cost of the regular maintenance and services. All costs of the regular maintenance and services are to be divided equally amongst the lot owners of the mechanical lifts. All additional costs are to be paid by the lot owner.

30.3 A lot owner must ensure that the occupants of their lots observe the rules of the Body Corporate and the operational rules for the mechanical lifts.

30.4 All lot owners of the mechanical lifts must allow access to the all contractors as appointed by the Body Corporate manager for the servicing and maintenance of the mechanical lifts.