

# Contract of Sale

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Unit 2  
2A Auburn Grove,  
Hawthorn East VIC 3123



Level 11, 100 Collins St  
Melbourne VIC 3000  
(03) 9664 4700  
[property@neville.com.au](mailto:property@neville.com.au)

*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.*

# 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 -

1. *particulars of sale; and*
2. *special conditions; and*
3. *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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT. Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

The authority of a person signing -

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

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

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

..... on ...../...../2025

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

*State nature of authority (if applicable):* .....

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

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

..... on ...../...../2025

**Print name(s) of person(s) signing:** CRISTINA MARIA ROSA GUARRELLA

*State nature of authority (if applicable):* .....

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

## 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 have 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.

# Particulars of Sale

## Vendor's estate agent

**Peter Daicos - Langwell Harper**

416 High Street, Kew VIC 3101

Email: PeterD@langwellharper.com.au

Tel: 92765900 Mob: 0413 757 357

## Vendor

**CRISTINA MARIA ROSA GUARRELLA**

## Vendor's legal practitioner

**Nevile & Co Commercial Lawyers**

Level 11, 100 Collins Street, Melbourne VIC 3000

Email: property@neville.com.au

Tel: 9664 4700

## Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: .....

## Land (general conditions 7 and 13)

*The land is described in the table below and includes all improvements and fixtures –*

Certificate of Title reference:	being Lot:	on Plan:
Volume <b>10970</b> Folio <b>375</b>	<b>2</b>	<b>PS404489M</b>

*Further 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.*

## Property address

The address of the land is: Unit 2, 2A Auburn Grove, Hawthorn East VIC 3123

## Goods sold with the land (general condition 6.3(f))

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

## Payment

Price \$

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

Balance \$ payable at settlement

**Deposit bond**

☐ ~~General condition 15 applies only if the box is checked~~

**Bank guarantee**

☐ ~~General condition 16 applies only if the box is checked~~

**GST (general condition 19)**

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

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

**GST Withholding** (s14–250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth))

- ☒ The Purchaser **is not** required to make a payment in relation to the supply of the above property if the box is checked.

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

is due on \_\_\_\_\_

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

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

**Lease** (general condition 5.1)

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to:
- ☐ ~~a lease for a term ending on with options to renew, each of years~~
- OR
- ☐ ~~a residential tenancy for a fixed term ending on~~
- OR
- ☐ ~~a periodic tenancy determinable by notice~~

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

*(or another lender chosen by the purchaser)*

Loan amount: no more than

Approval date:

**Building report**

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

**Pest report**

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

## Special Conditions

### 1 – As is, where is

- 1.1 The Purchaser acknowledges having inspected the Property and accepts it in its present state of repair and condition, subject to all building works and zoning, and that the Price offered accounts for the property “as is”.

The Purchaser is satisfied with and shall not make any objection, requisition or claim in respect of:

- (a) the condition or state of repair of the Property;
  - (b) any defect whether latent or patent;
  - (c) any remote controls, window/internal keys, key fobs or other such items, including their non-provision at settlement if they are not in the possession of the Vendor; or
  - (d) any non-compliance of the improvements, alternations or additions thereto with the provisions of the *Local Government Act 1989* (Vic); the *Building Act 1993* (Vic) or any other Act relating to such improvements or to any regulations made under such Acts or with the requirements of the relevant Responsible Authorities.
- 1.2 The Purchaser agrees that if s137B of the *Building Act 1993* (Vic) applies to this property, the Purchaser waives any right it may have to avoid the Contract prior to settlement under s137B(3).
- 1.3 The property is sold subject to any restriction as to use or user any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.
- 1.4 The parties agree that there are no agreements, conditions, warranties or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or its Agent except such as are made conditions of this Contract, being the sole repository of the agreement between the parties. This Special Condition extends to advertising and/or marketing material provided in relation to the property.

### 2 – Foreign Acquisitions and Takeovers Act

The Purchaser warrants it is not under any legal disability or restriction prohibiting the Purchaser from entering into this Contract or which would render the Contract illegal, void or voidable. In particular, the Purchaser warrants that it does not require consent under the *Foreign Acquisitions and Takeovers Act 1975* to purchase the property or alternatively that such consent has been obtained. The Purchaser acknowledges that the Vendor has relied upon the aforesaid and if said representations or warranties prove to be false, the Purchaser shall be responsible for and indemnify the Vendor in respect of all loss and damage suffered by the Vendor, which indemnity shall be enforceable regardless of whether or not this Contract continues in force or becomes void or voidable.

### 3 – General Conditions

- 3.1 General Conditions 23 and 28 do not include any amounts to which sections 10G or 10H of the *Sale of Land Act 1962* apply.
- 3.2 General Condition 26.5 is inserted:  
“The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. The agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.”

# 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 purchase'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 Pty 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 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 or indirectly 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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 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. BUILDING 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*.

## 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 is sold 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 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) payments 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 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 purposes 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:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - 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:
- "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
  - "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:
- settlement;
  - the date that is 45 days before the bank guarantee expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - 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:
- the purchaser must pay the balance; and
  - the vendor must:
    - do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - 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 a.m. and 4.00 p.m. 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 lodgment 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 lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - 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
  - 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 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 lodgment 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 lodgment 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 lodgment 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 special 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 vendors subscriber or the electronic lodgment network operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the

particulars of sale specify that the price includes GST (if any).

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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':

- (c) the parties agree that this contract is for the supply of a going concern; and
- (d) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (e) 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 sales 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 in 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 adjustment 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 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 in special 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 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 premise 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 the 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's 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 authorised 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 that 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**

Unit 2, 2A Auburn Grove, Hawthorn East VIC 3123

**Vendor's name**

Cristina Maria Rosa Guarrella

**Date**  
/ /

**Vendor's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

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

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

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

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Not applicable.



### 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:

Not Applicable.

### 4.3. Compulsory Acquisition

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

Not Applicable.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

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

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

Not Applicable.

## 8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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)*

--

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

Page 1 of 2

VOLUME 10970 FOLIO 375

Security no : 124125171680E  
Produced 10/06/2025 07:53 AM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 404489M.  
PARENT TITLE Volume 10343 Folio 160  
Created by instrument AE636376Y 02/10/2006

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
CRISTINA MARIA ROSA GUARRELLA of UNIT 2 2A AUBURN GROVE HAWTHORN EAST VIC  
3123  
AH680112K 17/12/2010

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH680113H 17/12/2010  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

### DIAGRAM LOCATION

SEE PS404489M 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 2 2A AUBURN GROVE HAWTHORN EAST VIC 3123

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 23/10/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS404489M

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

Page 2 of 2

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DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS404489M</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>10/06/2025 07:53</b>

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

<b>SUBDIVISION ACT 1988</b> <b>PLAN OF SUBDIVISION</b>		<b>STAGE No.</b>	<b>LTO USE ONLY</b> <b>EDITION 2</b>	<b>PLAN NUMBER</b> <b>PS 404489M</b>
<b>LOCATION OF LAND</b> <b>PARISH:</b> BOROONDARA  <b>TOWNSHIP:</b> ----- <b>SECTION:</b> ----- <b>CROWN ALLOTMENT:</b> ----- <b>CROWN PORTION:</b> 99 (PART) <b>LTO BASE RECORD:</b> D.C.M.B. <b>TITLE REFERENCES:</b> VOL.8675 FOL.269  <b>LAST PLAN REFERENCE:</b> LP 37230 LOT 2 <b>POSTAL ADDRESS:</b> 2A AUBURN GROVE <small>(at time of subdivision)</small> HAWTHORN EAST 3123  <b>AMG CO-ORDINATES:</b> E 327 820 ZONE: 55 <small>(of approximate centre of land in plan) (Melway)</small> N 5 811 580			<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> <b>COUNCIL NAME :</b> CITY OF BOROONDARA <b>REF :</b> SD 2739 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. <del>THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.</del> <del>DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /</del> 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.  <b>OPEN SPACE</b> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 <del>HAS /</del> HAS NOT BEEN MADE. (ii) <del>THE REQUIREMENT HAS BEEN SATISFIED.</del> (iii) <del>THE REQUIREMENT IS TO BE SATISFIED IN STAGE</del>  <b>COUNCIL DELEGATE</b> <del>COUNCIL SEAL</del> DATE 31 / 7 / 97  RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988  <b>COUNCIL DELEGATE</b> <b>COUNCIL SEAL</b> DATE / /	
<b>VESTING OF ROADS OR RESERVES</b>				
IDENTIFIER	COUNCIL / BODY / PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION:</b> DOES NOT APPLY			<b>STAGING</b> THIS <del>IS</del> /IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.	
THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1-8 (BOTH INCLUSIVE) BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN OF WALLS FLOORS AND CEILINGS LOTS 1-8 (BOTH INCLUSIVE) COMPRISE TWO (2) PARTS ALL COLUMNS, INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITIONS OF THESE COLUMNS, DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.  <b>SURVEY</b> THIS PLAN IS <del>IS NOT</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . ----- IN PROCLAIMED SURVEY AREA No. -----			<b>OTHER PURPOSE OF THIS PLAN:</b> <b>CREATION OF RESTRICTION</b> UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED. <b>LAND TO BENEFIT:</b> EACH AND EVERY LOT ON THIS PLAN. <b>LAND TO BE BURDENED:</b> LOT 8 ON THIS PLAN. <b>DESCRIPTION OF RESTRICTION:</b> THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 8 ON THIS PLAN OF SUBDIVISION SHALL NOT CONSTRUCT ANY BUILDING OR WORKS OTHER THAN IN ACCORDANCE WITH THE ENDORSED PLAN ATTACHED TO PLANNING PERMIT No. 96 / 975 ISSUED BY THE CITY OF BOROONDARA OR ANY FURTHER PLANNING PERMIT ISSUED BY THE COUNCIL.	
<b>EASEMENT INFORMATION</b>			<b>LTO USE ONLY</b>	
<b>LEGEND:</b> A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT	
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN			RECEIVED <input checked="" type="checkbox"/>	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-1	DRAINAGE	1.52	LP 37230	LAND IN LP 37230
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>K.A. REED &amp; CO. PTY. LTD.</b>  <small>A.C.N. 005 550 756</small>  <b>SURVEYORS &amp; ENGINEERS</b>                          8 MARKET STREET MELBOURNE 3000                          PH: (03) 9614 4911 FAX: (03) 9614 3877</p> </div> <div style="width: 50%;"> <p><b>LICENSED SURVEYOR (PRINT)</b> ..... <b>ALAN DAVID NORMAN</b> .....</p> <p>SIGNATURE ..... DATE 20 / 5 / 97</p> <p>REF: 18866 VERSION: A DATE: 19/5/97 1PS1A.DGN</p> </div> </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>DATE 31 / 7 / 97</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>SHEET 1 OF 4 SHEETS</p> <p>ORIGINAL SHEET SIZE A3</p> </div> <div style="width: 50%;"> <p>DATE 7 / 8 / 97</p> <p><b>LTO USE ONLY</b>  <b>PLAN REGISTERED</b>                          TIME 2.45 PM                          DATE 25 / 8 / 97</p> <p>.....                          ASSISTANT REGISTRAR OF TITLES</p> </div> </div>				

SUBDIVISION ACT 1988

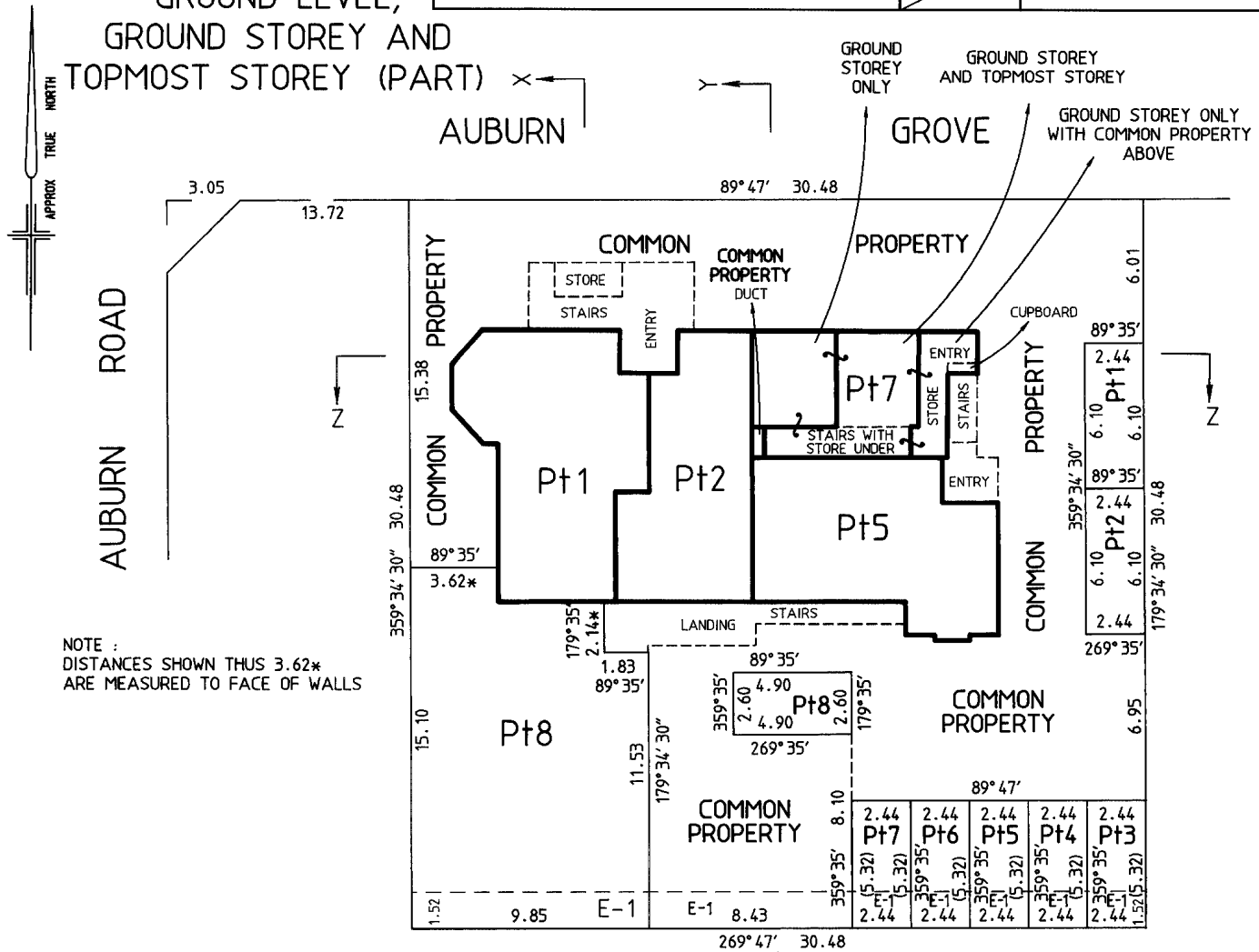
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STAGE No.

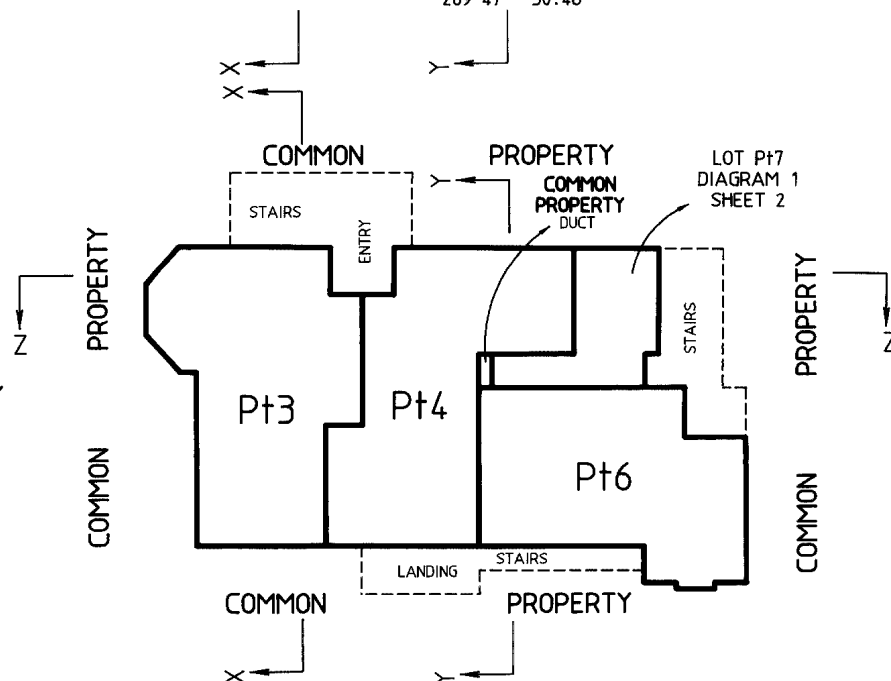
PLAN NUMBER

**PS 404489M**

**DIAGRAM 1  
GROUND LEVEL,  
GROUND STOREY AND  
TOPMOST STOREY (PART)**



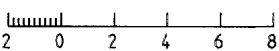
**DIAGRAM 2  
TOPMOST STOREY (PART)**



**K.A. REED & CO. PTY. LTD.**  
A.C.N. 005 550 756  
**SURVEYORS & ENGINEERS**  
8 MARKET STREET MELBOURNE 3000  
PH: (03) 9614 4911 FAX: (03) 9614 3877



SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
1:200 SIZE  
A3

LICENSED SURVEYOR (PRINT) **ALAN DAVID NORMAN**

SIGNATURE ..... DATE 20 / 5 / 97

REF: 18866 VERSION: A DATE: 19/5/97 1PS2A.DGN

SHEET 2 OF 4 SHEETS

DATE 31 / 7 / 97  
COUNCIL DELEGATE SIGNATURE

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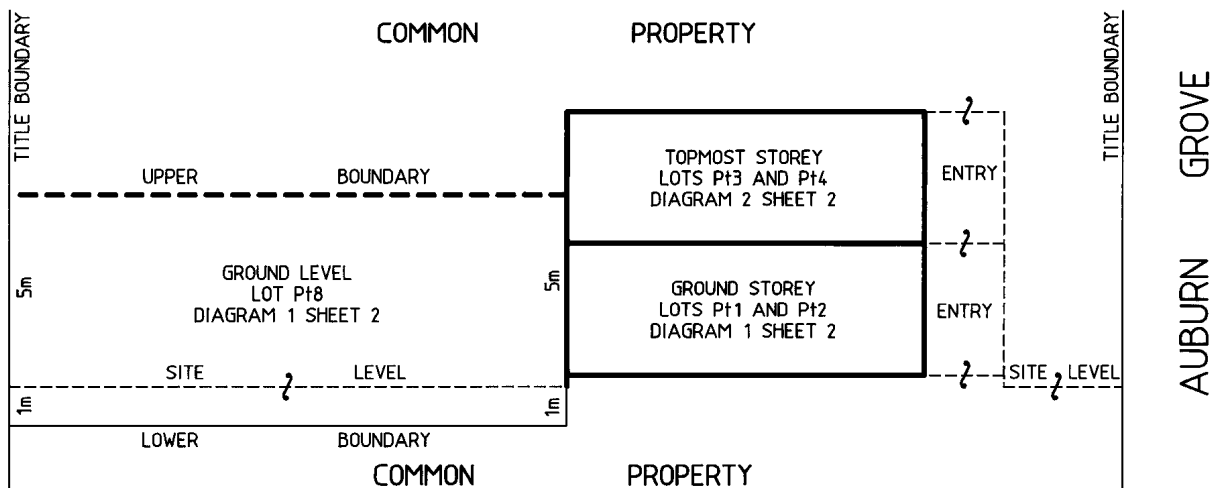
SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

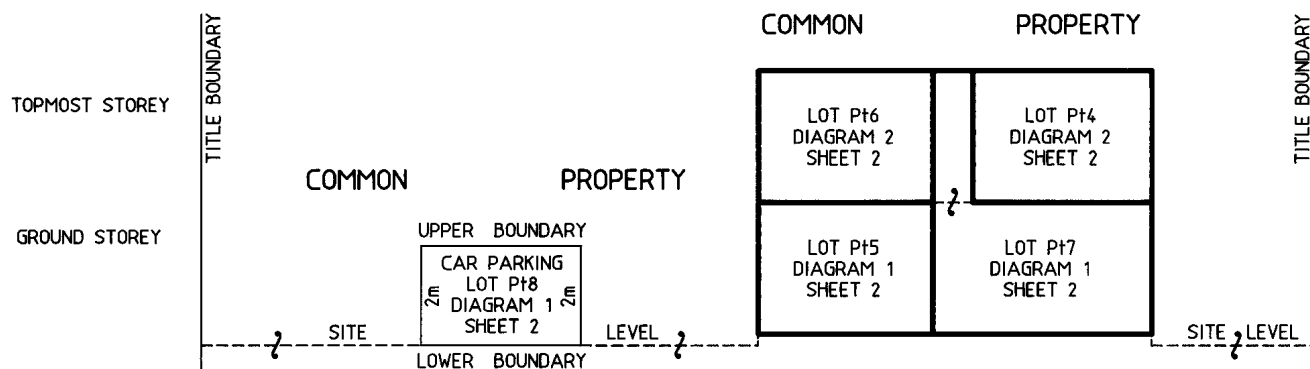
**PLAN OF SUBDIVISION**

**PS 404489M**



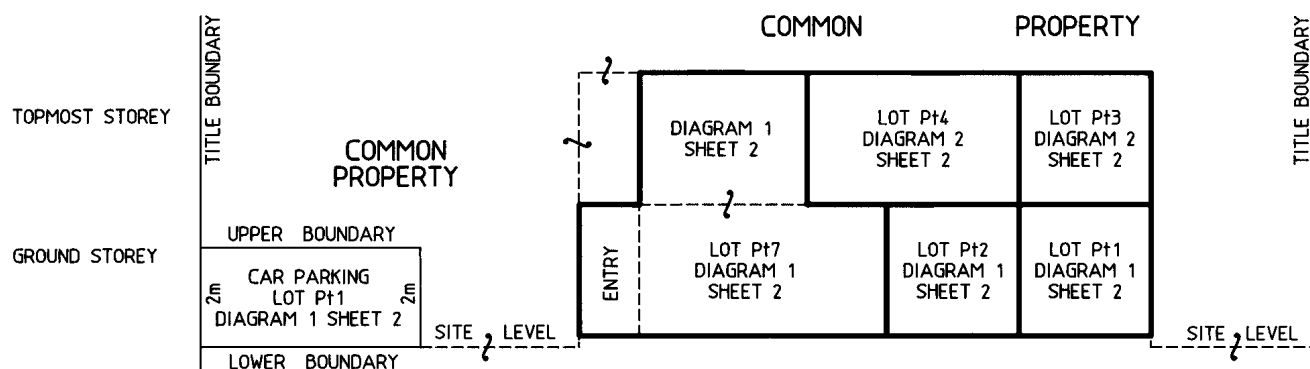
**TYPICAL ELEVATION X-X**

NOT TO SCALE



**CROSS SECTION Y-Y**

NOT TO SCALE

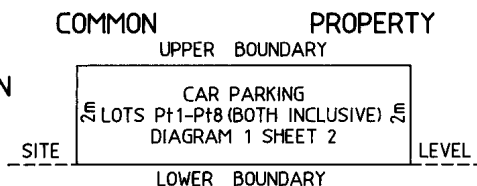


**CROSS SECTION Z-Z**

NOT TO SCALE

**TYPICAL CROSS SECTION (CAR PARKING)**

NOT TO SCALE



**K.A. REED & CO. PTY. LTD.**  
A.C.N. 005 550 756  
**SURVEYORS & ENGINEERS**  
8 MARKET STREET MELBOURNE 3000  
PH: (03) 9614 4911 FAX: (03) 9614 3877

**REED GROUP**  
**kr**

SCALE  
NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE  
SHEET SIZE  
A3

LICENSED SURVEYOR (PRINT) ..... **ALAN DAVID NORMAN** .....  
SIGNATURE ..... DATE 20 / 5 / 97  
REF: 18866 VERSION: A DATE: 19/5/97 1PS3A.DGN

SHEET 3 OF 4 SHEETS  
DATE 31 / 7 / 97  
COUNCIL DELEGATE SIGNATURE

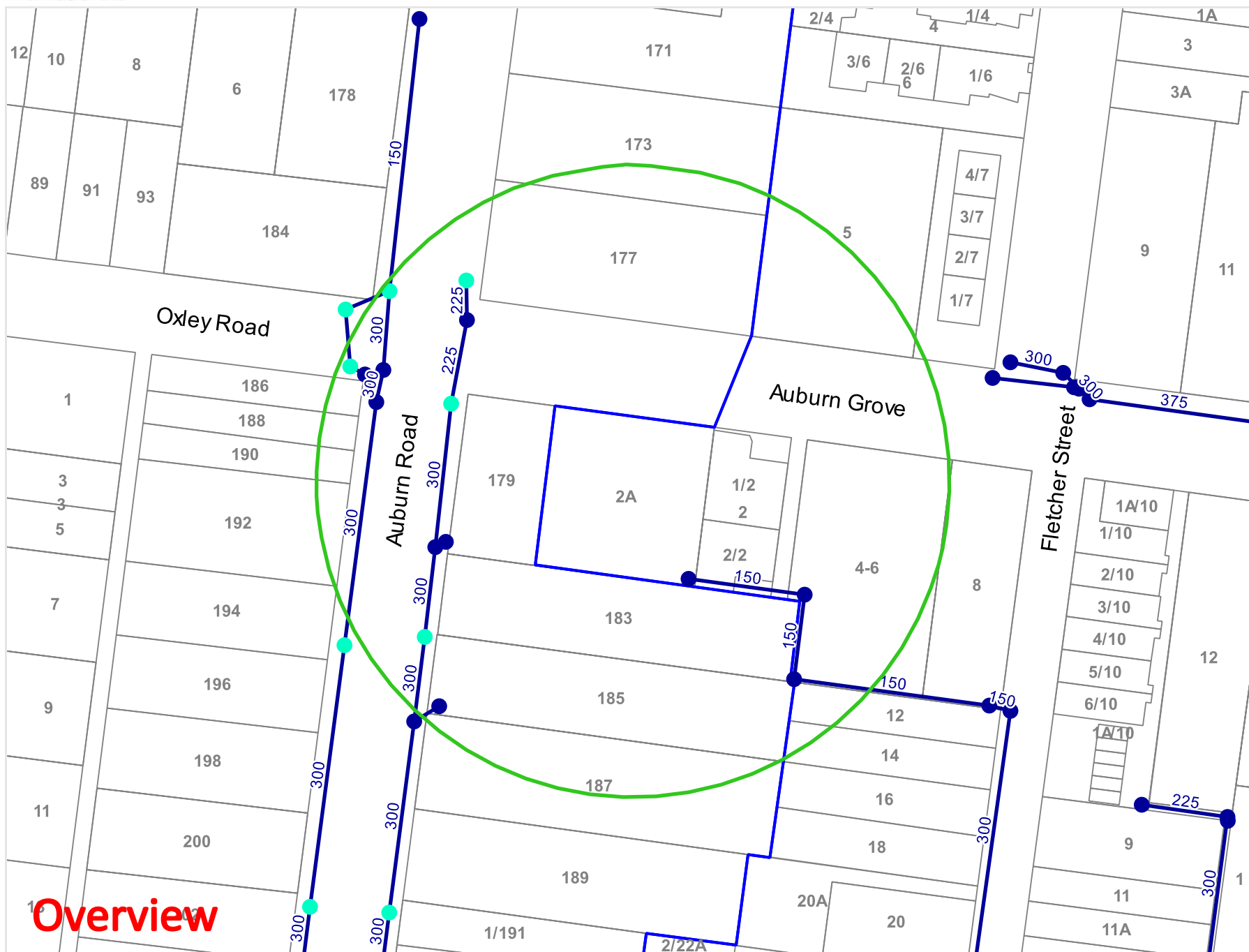
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PS404489M

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT





## Legend

Enquiry Area

## Stormwater Drainage Pit

- Boroondara
- Melbourne Water
- VicRoads
- Other

## Stormwater Drainage Pipe

- Boroondara
- Boroondara Brick Drain
- Melbourne Water
- VicRoads
- Other
- Landfill site

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Scale: 1:1000  
Expires: 24/07/2025

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither City of Boroondara nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Overview

# LAND INFORMATION CERTIFICATE

## Section 229 of the Local Government Act 1989

Applicant:

**Nevile & Co. Commercial Lawyers**  
**L 11 100 Collins St**  
**MELBOURNE VIC 3000**

Issue Date: **13/06/2025**Your Reference: **CAS-1878930**Certificate No: **LIC98699**AVPCC.: **125-Strata Unit or Flat**Property No.: **381735**

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:

**2/2A Auburn Grove HAWTHORN EAST VIC 3123**

Property Description:

**Lot 2 PS 404489M Vol 10970 Fol 375**Site Value: **330000**Capital Improved Value: **460000**Net Annual Value: **23000**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 30<sup>th</sup> June 2025

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

<b>Current Year's Rates &amp; Charges</b>	
<b>General Rates &amp; Charges</b>	<b>\$890.00</b>
<b>Fire Services Property Levy</b>	<b>\$172.02</b>
<b>Payment/Adjustments</b>	<b>\$1,062.02-</b>
<b>Current Balance</b>	<b>\$0.00</b>

**IMPORTANT INFORMATION, if applicable**

## LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **2/2A Auburn Grove HAWTHORN EAST VIC 3123**

Property No.: **381735**

Certificate No.: **LIC98699**

### 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](mailto: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: **15/02/2025**.
  - 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.

	<b>Biller Code: 93633</b>
	<b>Ref: 01164862</b>
<b>Telephone &amp; Internet Banking – BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

For further information, please contact Council's 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**

10th June 2025

NEVILE &amp; CO PTY LTD

Dear NEVILE &amp; CO PTY LTD,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2/2A AUBURN GROVE HAWTHORN EAST 3123
<b>Applicant</b>	NEVILE & CO PTY LTD
<b>Information Statement</b>	30946648
<b>Conveyancing Account Number</b>	6023949262
<b>Your Reference</b>	250265

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	2/2A AUBURN GROVE HAWTHORN EAST 3123
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

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

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

**Melbourne Water Property Information Statement**

Property Address	2/2A AUBURN GROVE HAWTHORN EAST 3123
------------------	--------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

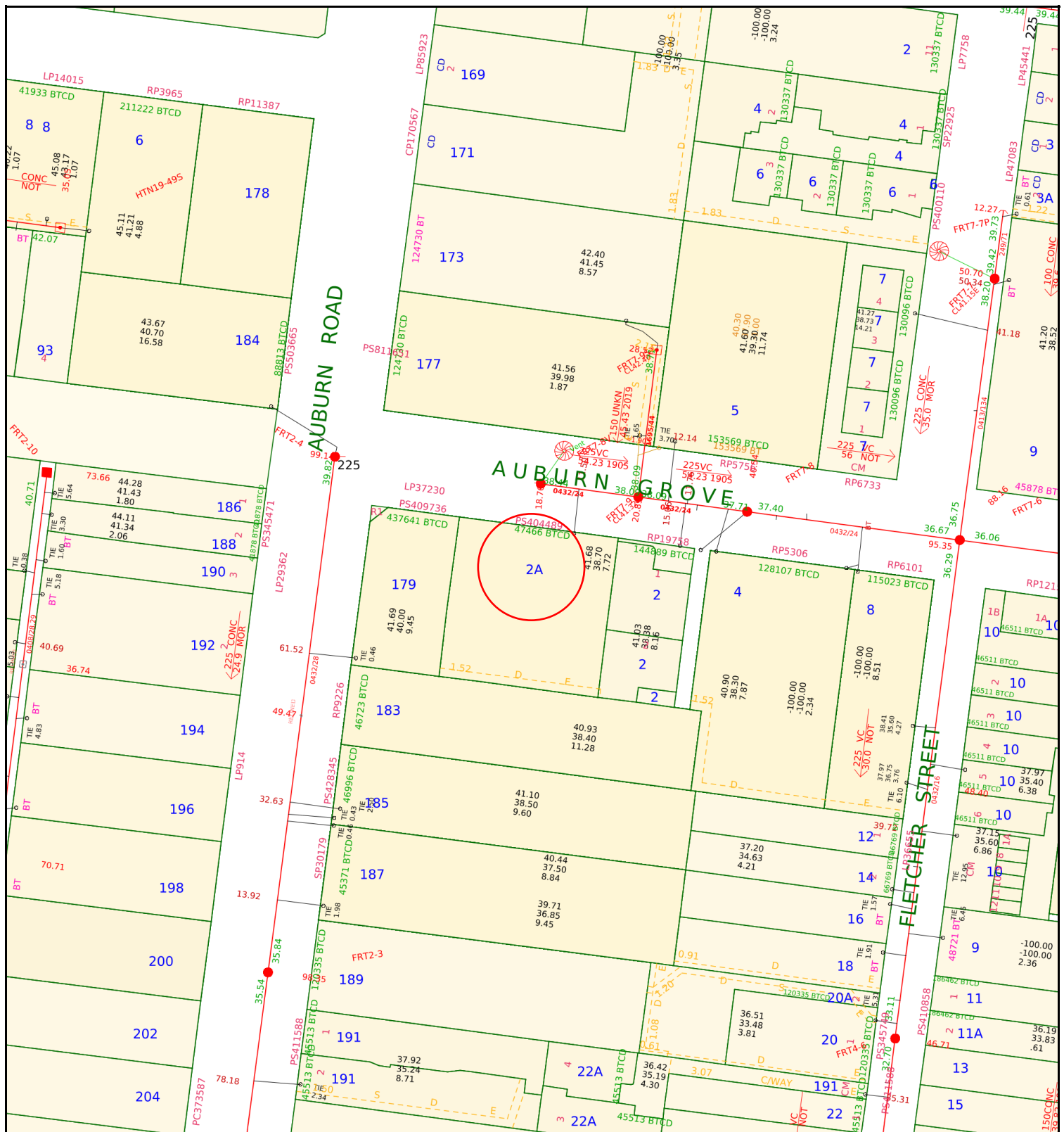
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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

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

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





# Yarra Valley Water Information Statement Number: 30946648

Address	2/2A AUBURN GROVE HAWTHORN EAST 3123
Date	10/06/2025
Scale	1:1000



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

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

NEVILLE & CO PTY LTD  
[anna-nikol@neville.com.au](mailto:anna-nikol@neville.com.au)

## RATES CERTIFICATE

**Account No:** 0827095979  
**Rate Certificate No:** 30946648

**Date of Issue:** 10/06/2025  
**Your Ref:** 250265

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/2A AUBURN GR, HAWTHORN EAST VIC 3123	2\PS404489	1545841	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Usage Charge		\$0.00	\$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
Residential Water and Sewer Usage Charge		\$0.00	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$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.

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

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

**Property No:** 1545841

**Address:** UNIT 2/2A AUBURN GR, HAWTHORN EAST VIC 3123

**Water Information Statement Number:** 30946648

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 08270959795

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



NEVILE & CO. COMMERCIAL LAWYERS

Your Reference:	250265
Certificate No:	91720679
Issue Date:	12 JUN 2025
Enquiries:	MXP4

Land Address:	UNIT 2, 2A AUBURN GROVE HAWTHORN EAST VIC 3123
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
1557939			10970	375	\$1,164.36

Vendor: CRISTINA GUARRELLA  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS CRISTINA MARIA ROSA GUARREI	2025	\$330,000	\$4,174.67	\$0.00

Comments: Land Tax of \$4,174.67 has been assessed for 2025, an amount of \$4,174.67 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MISS CRISTINA MARIA ROSA GUARRE	2018	\$2,236.07	\$0.00	\$1,164.36

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$460,000
SITE VALUE (SV):	\$330,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,164.36



# Notes to Certificate - Land Tax

**Certificate No:** 91720679

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,440.00

Taxable Value = \$330,000

Calculated as \$1,350 plus ( \$330,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,600.00

Taxable Value = \$460,000

Calculated as \$460,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 91720679

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 91720679

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



NEVILE & CO. COMMERCIAL LAWYERS

**Your Reference:** 250265

**Certificate No:** 91720679

**Issue Date:** 12 JUN 2025

**Enquires:** MXP4

**Land Address:** UNIT 2, 2A AUBURN GROVE HAWTHORN EAST VIC 3123

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1557939			10970	375	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$460,000

**SITE VALUE:** \$330,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91720679

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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



# Property Clearance Certificate

## Windfall Gains Tax



NEVILE & CO. COMMERCIAL LAWYERS

Your Reference:	250265
Certificate No:	91720679
Issue Date:	12 JUN 2025

**Land Address:** UNIT 2, 2A AUBURN GROVE HAWTHORN EAST VIC 3123

Lot	Plan	Volume	Folio
		10970	375

**Vendor:** CRISTINA GUARRELLA  
**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
3000175143	GC252B	\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** A Windfall Gains Tax event has occurred in respect of the land. Windfall Gains Tax has not yet been assessed but may be applicable

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**



# Notes to Certificate - Windfall Gains Tax

Certificate No: 91720679

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p></p> <p>Billers Code: 416073 Ref: 91720672</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p></p> <p>Ref: 91720672</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anna-Nikol Tanti  
Lvl 11, 100 Collins Street, Melbourne 3000  
MELBOURNE 3000

Client Reference: 250265

NO PROPOSALS. As at the 10th June 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 2 2A AUBURN GROVE, HAWTHORN EAST 3123  
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: 10th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 77035872 - 77035872075649 '250265'**

**BUILDING PERMIT INFORMATION**  
Building Regulations 2018

18 June 2025

Nevile & Co. Commercial Lawyers  
L 11 100 Collins St  
MELBOURNE VIC 3000

Dear Sir/Madam

**RE: 2/2A Auburn Grove HAWTHORN EAST VIC 3123**  
**OUR REF: Blnf25/60452**  
**YOUR REF:**

In response to your request received on 10 Jun 2025 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following is provided -

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

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

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

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

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

- (a) Part 9A of the Building Regulations 2018 requires owners to register their pool and/or spa with Council and have the barrier inspected every 4 years to make sure it is maintained and compliant. If the pool and/or spa

has been registered by an owner then when the property changes ownership, the new owner will be notified in writing of when their next *Certificate of pool and spa barrier compliance (Form 23)* is due to be lodged with Council. For further details visit

<https://www.boroondara.vic.gov.au/register-pool-spa>

- (b) Requirements for smoke alarms in existing residential building pursuant to Regulation 145 of the Building Regulation 2018.

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

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

Yours sincerely



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

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

### Building Permits issued by Private Building Surveyors

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

### Building Permits issued by City of Boroondara

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

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

## Details of any current Building Notices or Orders issued

### Council issued

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

### Council issued prior to 2009

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

### Issued by a Private Building Surveyor

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

Anna-Nikol Tanti / Nevile & Co. Lawyers  
UNIT 2/2A AUBURN GROVE, HAWTHORN EAST VIC  
3123

18th June 2025

Dear Anna-Nikol Tanti / Nevile & Co. Lawyers

**Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS 404489M**

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS 404489M dated 18th June 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at [mail@iocm.com.au](mailto:mail@iocm.com.au). Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

  
Registered Manager

Full name: Kayani Shahzeb  
Company: Inner Owners Corporation  
Address of registered office: 138 Thistlethwaite Street South  
Melbourne Victoria 3205

18/06/2025

Date



# OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

**As at 18th June 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS 404489M

Address of Plan: 2A Auburn Grove Hawthorn East 3123

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: PO Box 33059 Melbourne Victoria 3004

## 2. CERTIFICATE DETAILS

Vendor: Christina Guarrella

Postal Address for Lot 2: 2 CHARMAIN CLOSE Ivanhoe VIC 3079

Purchaser:

Person requesting Certificate: Anna-Nikol Tanti / Nevile & Co. Lawyers

Reference: ( Ref: OC Certificate)

Address: UNIT 2/2A AUBURN GROVE, HAWTHORN EAST VIC 3123

Fax:

E-mail: [anna-nikol@neville.com.au](mailto:anna-nikol@neville.com.au)

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 2

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **3,450.00 per annum** commencing on 1 January 2025.  
Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/01/25 to 30/06/25	1,725.00	09/01/25	Paid
01/07/25 to 31/12/25	1,725.00	01/07/25	Issued

### Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th June 2025

For Plan No. PS 404489M - Lot 2

## 4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	\$1,725.00 DR	30 June 2025
Maintenance Fund	0.00	
<b>BALANCE</b>	<b>\$1,725.00 DR</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 18 June 2025:

Account / Fund	Amount
Administrative Fund	29,859.67
Maintenance Fund	0.00
<b>TOTAL FUNDS HELD AS AT 18 JUNE 2025</b>	<b>\$29,859.67</b>

## 8. INSURANCE

The owners corporation currently has the following insurance cover in place:

### Policy

Policy No.	VRSC16006325
Expiry Date	28-November-2025
Insurance Company	Strata Community Insurance
Broker	Honan Insurance Group Pty Ltd
Premium	3981.75

### Cover Type

Cover Type	Amount of Cover
Appeal Expenses	\$100,000
Building/s	\$3,800,014
Common Area Contents	\$38,000
Fidelity Guarantee Insurance	\$100,000
Government Audit Costs	\$25,000
Legal Defense Expenses	\$50,000
Liability (Other)	\$20,000,000
Loss Of Rent/Temporary Accommodation	\$570,002
Lot Owner's Fixtures and Improvements	\$300,000
Office Bearers Liability Insurance	\$1,000,000

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th June 2025

For Plan No. PS 404489M - Lot 2

## 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

## 13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

## 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

## 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Inner Owners Corporation Pty Ltd - General Account
ABN / ACN:	637 559 507
Address of Manager:	138 Thistlethwaite Street South Melbourne Victoria 3205
Telephone:	98045551
Facsimile:	
E-mail Address:	<a href="mailto:mail@iocm.com.au">mail@iocm.com.au</a>

## 17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

The information contained in this certificate is correct to the best of the manager's knowledge at the date it is

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 18th June 2025

For Plan No. PS 404489M - Lot 2

given. While every effort has been made to ensure the accuracy of the data contained within this Certificate, prospective buyers are advised to seek independent verification of any details they consider material to their decision. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate before current information prior to settlement.

## SIGNING

The common seal of Plan No. PS 404489M, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

*Shahzeb Kayani*

Registered Manager

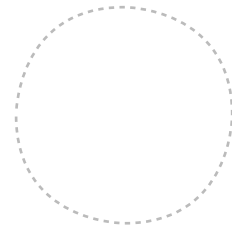
Full name: Kayani Shahzeb

Company: Inner Owners Corporation

Address of registered office: 138 Thistlethwaite Street South  
Melbourne Victoria 3205

18/06/2025

Date



Common Seal  
of Owners Corporation

## **Schedule 2—Model Rules for an Owners Corporation**

Regulation 11

### **1 Health, Safety and Security**

#### **1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

#### **1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste Disposal**

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

### **2 Committees and Sub-Committees**

#### **2.1 Functions, Powers and reporting of Committees and Sub-Committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

### **3 Management and Administration**

#### **3.1 Metering of Services and Apportionment of Costs of Services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

## **4 Use of Common Property**

### **4.1 Use of Common Property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to Common Property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of Use of Lots**

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

#### **Example**

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

## **5.2 External Appearance of Lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring Notice to the Owners Corporation of Renovations to Lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of Persons**

### **6.1 Behaviour of Owners, Occupiers and Invitees on Common Property**

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

### **6.2 Noise and Other Nuisance Control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute Resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.



## Minutes of the Annual General Meeting

Owners Corporation for 2A Auburn Grove, Hawthorn East, VIC, 3123PS 404489M

<b>Meeting Date</b>	17 Mar 2025		
<b>Meeting Location</b>	Online		
<b>Time</b>	05:00 PM	Opened: 04:41 PM	Closed: 06:24 PM
<b>Lots Represented</b>	Lot 3	Colin Loo	Owner present
	Lot 4	Melissa Jane Davies	Owner present
	Lot 6	Anita S Woo	Owner present
	Lot 8	Lorraine Eunice Bates	Owner present
<b>Chairperson</b>	Kayani Shahzeb		
<b>Additional Attendees</b>	N/A		
<b>Apologies</b>	N/A		
<b>Quorum</b>	A quorum was achieved, and all decisions are immediately binding upon the Owners Corporation.		

Motion 1				
Chairperson of the Meeting		Ordinary Resolution Submitted by Strata Manager		
Motion: That the Owners Corporation Manager be appointed to act as the Chairperson of the Meeting.				
According to Section 79 of the Owners Corporation Act 2006, the lot owners present at an Annual General Meeting may elect one of their number or the manager of the Owners Corporation to chair the meeting.				
If the chairperson of the Owners Corporation is present at a general meeting and an election under subsection (1) has not been made, the chairperson moderates the meeting.				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 2				
<b>Minute-taker of the Annual General Meeting</b>		<b>Ordinary Resolution</b> Submitted by Strata Manager		
<b>Motion:</b> That the Owners Corporation Manager be appointed as minute-taker of the Annual General Meeting.				
Pursuant to Section 81 of the Owners Corporation Act 2006 (Minutes of meetings), the owners corporation must arrange for minutes to be kept of general meetings.				
The minimum information to be recorded in the minutes for each general meeting is— (a) the date, time and place of the meeting; and (b) the names of lot owners present (c) the names of lot owners who have provided proxies; and (d) the names of proxies present; and (e) the voting on any resolutions; and (f) the text of all resolutions of the Owners Corporation made at the general meeting.				
<b>Motion CARRIED.</b>				
<b>VOTES</b>	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 3				
Recording of the Meeting		Ordinary Resolution Submitted by Strata Manager		
<p><b>Motion:</b> That the Owners Corporation (OC) approves the recording of this meeting for the primary purpose of ensuring accurate and comprehensive minute-taking. All attendees have been informed of the recording and consent to it for the purpose of maintaining high-quality and accurate records of the meeting proceedings.</p>				
<p>The recording will assist in capturing the details discussed during the meeting more effectively, thereby enhancing the accuracy of the minutes and ensuring that all decisions and discussions are properly documented.</p>				
Motion CARRIED.				
Defeated by Simple Majority				

#### Motion 4

#### Adoption of Meeting Rules

#### Ordinary Resolution

Submitted by Strata Manager

**Motion:** *'That the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted'.*

#### Meeting Rules:

- The meeting will commence at the appointed time and will be conducted expeditiously.
- Voting to be conducted in accordance with the Owners Corporations Act 2006.
- All participants shall mute their microphone unless participating or raising queries.

#### Rules of debate:

1. If a member wishes to speak in debate, he/she should raise their hand and speak to the Chairperson. The member should not address the meeting until named by the Chairperson. If two or more members want to speak the Chairperson will decide who will speak first.
2. A motion or topic cannot be put forward for discussion while there is a motion or topic still being finalised. A motion is finalised when it is: withdrawn, carried or lost. A motion can also be amended or adjourned:
3. Amendment
  - The Chairperson should advise the meeting that, if the amendment is passed, it becomes the new motion: and it will then be voted upon without any further debate.
  - If an amendment is lost and no further amendment is proposed, the original motion stands.
  - A second amendment should not be submitted until the first amendment is finalised, although notice can be given a further amendment is to be put forward (foreshadowed). An amendment must add to or subtract from the original motion. It cannot be a direct opposite of the original motion.
4. Adjournment
  - of the debate.
  - of the meeting.
5. The Chairperson then asks for the resolution (or the resolution and amendment) to be read before being put to the vote. The vote on the amendment is always taken first.
6. The Chairperson can decide all questions on 'point of order', subject to an appeal to the meeting. However, there is no debate on 'points of order'.
7. Attention can be drawn to a 'point of order' if a member thinks that the rules of debate or the regulations of the meeting are not being followed. The 'point of order' must be submitted to the Chairperson. When this happens, the member addressing the meeting should sit until the Chairperson has ruled on the 'point of order'.
8. If a member thinks a speaker has misrepresented him/her, he/she can, with the consent of the Chairperson, ask for a point of explanation.

**Motion CARRIED.**

#### VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 5				
Tabling and Confirmation of the Minutes of the Previous General Meeting		Ordinary Resolution Submitted by Strata Manager		
<p>It is noted that the minutes of the previous Annual General Meeting held on 20th of March 2023 were circulated with the meeting documentation.</p> <p><b>Motion:</b> <i>‘That Minutes of the Previous General Meeting held on 20th of March 2023 be confirmed as a true and accurate record of that meeting’.</i></p>				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 6				
Chairperson Report		Ordinary Resolution Submitted by Strata Committee		
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 7				
Presentation of Owners Corporation Manager Reports		Ordinary Resolution Submitted by Strata Manager		
<p>The following reports are presented for consideration:</p> <ol style="list-style-type: none"><li>1. Managers Report - A copy of the Owners Corporation Manager’s Report has been included with the meeting documentation.</li><li>2. Report on Dispute Resolution - No disputes have been lodged under part 10 of the Owners Corporation Act 2006.</li><li>3. Penalty Interest Waived - No interest has been waived.</li></ol> <p><b>Motion:</b> <i>‘That the Owners Corporation Manager’s report and associated documents be adopted’.</i></p>				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

## Motion 8

### Insurance

### Ordinary Resolution

Submitted by Strata Manager

#### Motion:

#### Resolve:

1. *"That the insurance policy certificate of currency, as attached to the Notice of Meeting, be accepted.*
2. *That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.*
3. *That the Owners Corporation Committee is vested with the responsibility of evaluating and selecting a suitable insurance company for the Owners Corporation's insurance needs. However, in the event that the Committee fails to reach a decision at least 1 day prior to the insurance renewal date, the renewal shall be executed with the insurer recommended by the Broker, or in the absence of such a recommendation, with the current insurance company.*
4. *The Manager is hereby authorised to raise a Special Levy, if deemed necessary, to adequately fund any insurance premium expenditure shortfall. This measure is intended to ensure that the Owners Corporation maintains comprehensive insurance coverage that aligns with the stipulations of the Owners Corporation Act 2006."*

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years. It is noted that the last valuation obtained is dated 18th of June 2021 with the assessed value of \$3,800,014.00 (current building sum insured). Unless otherwise instructed we will obtain an insurance valuation every five years and increase the level of cover in line with that valuation.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- With regards to excess, if no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

#### Motion CARRIED.

#### VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 9				
Financial Statements for the Period		Ordinary Resolution Submitted by Strata Manager		
Motion: ‘That the financial statements for Owners Corporation PS 404489M for the period ended 31/12/24 be approved’.				
<u>Financial Statements for the Period (s34 of the Act)</u> If a Lot’s representative has queries relating to the Financial Statements they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the AGM to enable sufficient time to compile a response. Please email any queries to mail@iocm.com.au.				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 10				
Administrative Fund Budget and Contributions		Ordinary Resolution Submitted by Strata Manager		
<p>Motion: "That:</p> <ol style="list-style-type: none"><li><i>The proposed Administrative Budget for the period ending 31/12/25 is circulated with the agenda of the meeting.</i></li><li><i>An Administrative Budget of \$30,000.00 be raised.</i></li><li><i>The fees be due from the next due levy period and further that the Administrative Fund contributions based on Lot liability be due and payable Half Yearly in advance from the next levy period.</i></li><li><i>That the levy amount remains payable until the budget for the next financial year has been approved at the next Annual General Meeting."</i></li></ol> <p>Note: The above-mentioned budgets are GST exclusive for Owners Corporations that are registered for GST.</p> <p>This Administrative Budget is to remain in force until the next Annual General Meeting.</p>				
<p><i>Explanatory notes:</i></p> <p><i>Annual Budget and Levies for the Period (s23 of the Act)</i></p> <p>If a Lot's representative has queries relating to the annual budget they must be submitted in writing to the Owners Corporation Manager no later than 5 days prior to the ballot close date. Please email any queries to mail@iocm.com.au.</p> <p>Inner Owners Corporation recommends that every Owners Corporation has funds in reserve to help meet immediate cash flow needs and any unforeseen expenditure.</p> <p>Inner Owners Corporation also recommends that every Owners Corporation collects fees to meet the cost of future maintenance to common area building items.</p> <p>Please note that any unbudgeted expenditure may require a Special Levy.</p>				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 11				
Arrears & Penalty Interest		Ordinary Resolution Submitted by Strata Manager		
<p><b>Motion:</b></p> <ol style="list-style-type: none"><li>1. That Owners Corporation PS 404489M continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.</li><li>2. That Owners Corporation PS 404489M engages the services of a lawyer, debt collection agency and/or applies to VCAT or a court of competent jurisdiction to recover debt from Members as required.</li><li>3. That a Member shall be liable on an indemnity basis to Owners Corporation PS 404489M for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.</li><li>4. That Owners Corporation PS 404489M delegates the powers to Inner Owners Corporation Pty Ltd to waive any penalty interests (excluding levies) up to \$20.00. All other amounts require approval from the Committee.</li></ol>				
<ul style="list-style-type: none"><li>• Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.</li><li>• Members are also reminded that the onus is with the Member to ensure that they inform Inner Owners Corporation Pty Ltd of any change to their mailing address for all correspondence.</li></ul>				
Motion CARRIED.				
VOTES	Yes: 4	No: 0	Abs: 0	Inv: 0

## Motion 12

### Essential Safety Measures

### Ordinary Resolution

Submitted by Strata Manager

#### Motions:

*"a) Resolve that the Owners Corporation will conduct its mandatory responsibility to maintain common property in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management.*

*b) Resolve that the Owners Corporation bring to the attention of all lot owners the responsibility to maintain private property, including but not limited to private balustrades and smoke detectors, in accordance with the Victorian Building Regulations & OHS Act to adhere to annual AESM reports, safety and risk management."*

**Motion CARRIED.**

#### VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0

## Motion 13

### Common Seal

### Ordinary Resolution

Submitted by Strata Manager

In accordance with the Owners Corporations and Other Acts Amendment Act 2021 (Vic) which came into effect on 01/12/21, Owners Corporations are no longer required to possess a common seal, and the use of a common seal is no longer a requirement for the execution of documents for and on behalf of an OC. Existing OCs must still use their common seal to execute documents. However, by ordinary resolution, these OCs may determine that their common seals are no longer required and can vote to destroy their common seal. This will allow the OC to execute documents in accordance with the new regulations. This action will allow for more flexibility in entering into contracts and agreements.

**Motion:** *"That the common seal of Owners Corporation PS 404489M is no longer required and that it be destroyed pursuant to Section 18A of the Owners Corporations Act 2006."*

**Motion CARRIED.**

#### VOTES

Yes: 4

No: 0

Abs: 0

Inv: 0



**Item 14****Correspondence**

In our continuous effort to improve response times and streamline our services, we are moving away from using personal email addresses and transitioning towards a centralised email address for all customer inquiries. We kindly request that you direct all your future emails to our new central email address [mail@iocm.com.au](mailto:mail@iocm.com.au).

**Centralising our email communication offers several key benefits:**

Enhanced Customer Service: By consolidating all communications into one central inbox, we can ensure a more efficient and consistent response to your inquiries.

Faster Response Times: With a dedicated team managing the centralised email, we will be able to respond to your queries promptly and with the attention they deserve.

Improved Collaboration: Our team will have better access to information and the ability to collaborate effectively, ensuring you receive the most accurate and comprehensive support.

**Item 15****General Business****Notes**

The following items were discussed during the General Business section:

- **Renovation Process:** Lot owners discussed the process for renovations.
- **Approval for Renovations:** Lot owners **must** seek permission before installing or renovating their lots. A formal correspondence should be shared among lot owners. Additionally, outdoor air conditioning units must not deface the aesthetics of the building, and piping should match the wall colour.
- **Window Frame Repairs:** Lot owners raised concerns about the need for window frame repairs.
- **Approval of Quote:** James' Quote No. QU-5488 of **\$4,966.50** was approved.

**Item 16****Next Annual General Meeting**

A date for the next Annual General Meeting is to be set. Inner Owners Corporation recommends that the next Annual General Meeting is held within three months of the end of the Owners Corporation's current financial year.



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	VRSC16006325
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	Owners Corporation Plan No. PS 404489 2a Auburn Grove, Hawthorn East, VIC, 3123
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 28/11/2024 Expiry Date: 4:00pm on 28/11/2025
INTERMEDIARY	Honan Insurance Group Pty Ltd
ADDRESS	GPO Box 4747, Melbourne, VIC, 3001
DATE OF ISSUE	07/11/2024

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,800,014
		Common Area Contents	\$38,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$570,002
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1145966

## APPLICANT'S NAME & ADDRESS

ANNA-NIKOL TANTI C/- LANDATA  
DOCKLANDS

## VENDOR

GUARRELLA, CRISTINA MARIA ROSA

## PURCHASER

TBA, TBA TBA

## REFERENCE

250265

This certificate is issued for:

LOT 2 PLAN PS404489 ALSO KNOWN AS 2/2A AUBURN GROVE HAWTHORN EAST  
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 HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2

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/>

10 June 2025

**Sonya Kilkeny**  
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.

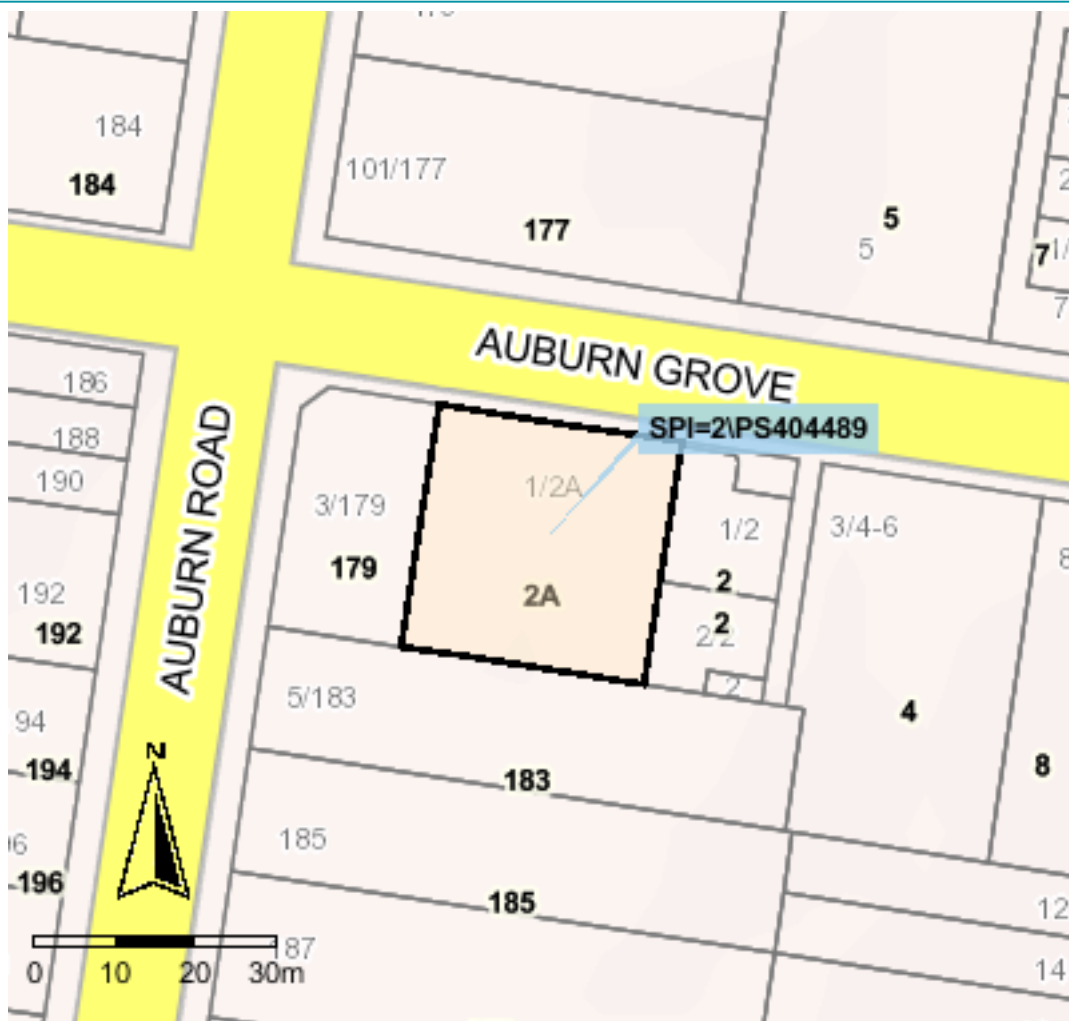
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T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto:landata.enquiries@servictoria.com.au)

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



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## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

## Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 June 2025 07:47 AM

## PROPERTY DETAILS

Address: **2/2A AUBURN GROVE HAWTHORN EAST 3123**  
Lot and Plan Number: **Lot 2 PS404489**  
Standard Parcel Identifier (SPI): **2\PS404489**  
Local Government Area (Council): **BOROONDARA**  
Council Property Number: **381735**  
Planning Scheme: **Boroondara**  
Directory Reference: **Melway 45 F11**

[www.boroondara.vic.gov.au](http://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: **HAWTHORN**

## OTHER

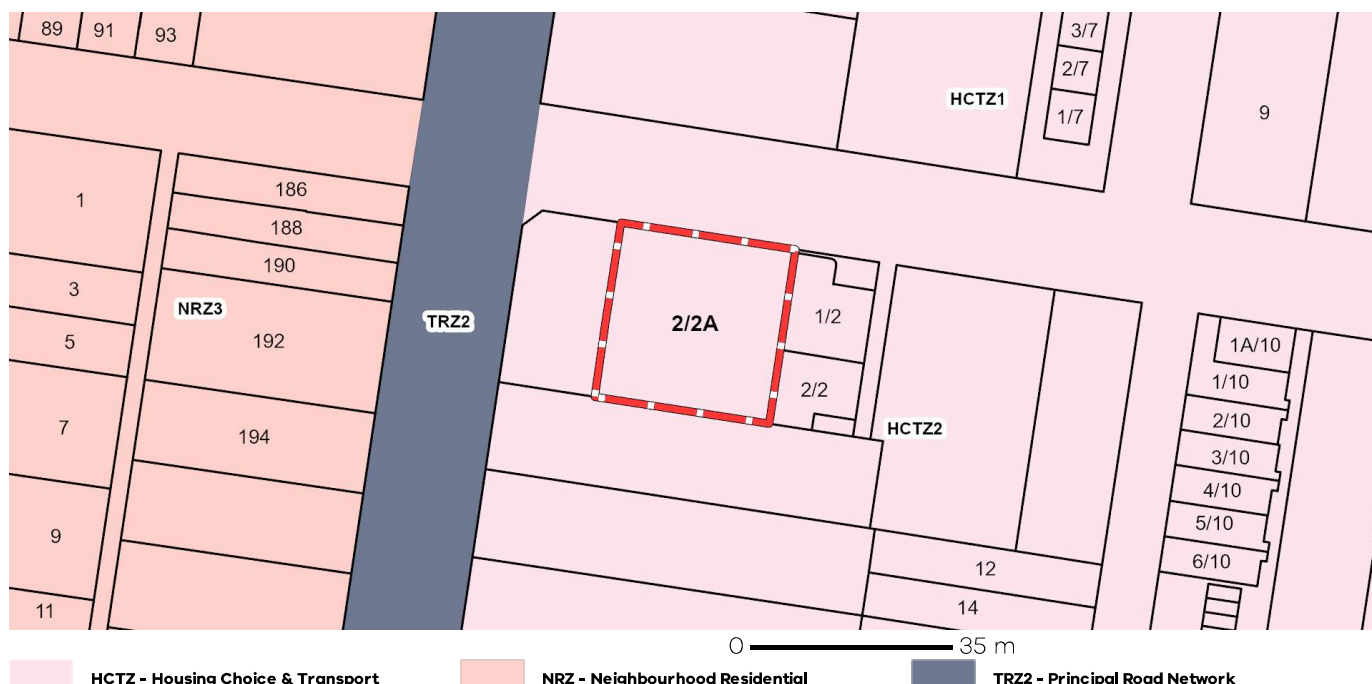
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2 \(HCTZ2\)](#)



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

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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 05 June 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 \(environment.vic.gov.au\)](https://nativevegetation.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/)



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 10 June 2025 07:47 AM

## PROPERTY DETAILS

Address: **2/2A AUBURN GROVE HAWTHORN EAST 3123**

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Council Property Number: **381735**

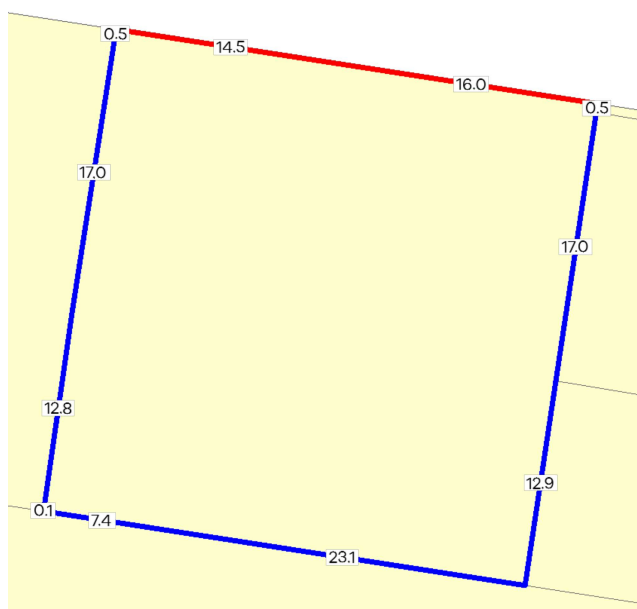
Directory Reference: **Melway 45 F11**

[www.boroondara.vic.gov.au](http://www.boroondara.vic.gov.au)

**Note:** There are 8 properties identified for this site.  
These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 930 sq. m

**Perimeter:** 122 m

For this property:

— Site boundaries  
— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **HAWTHORN**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# Due Diligence Checklist

What you need to know before buying a residential property

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

## Urban living

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

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

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

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

## Growth areas

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

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

## Flood and fire risk

### ***Does this property experience flooding or bushfire?***

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

## Rural properties

### ***Moving to the country?***

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

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

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

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

## Soil and groundwater contamination

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

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

## **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.