

Contract of Sale of Land

Property:

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../20.....

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../20.....

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

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Darras & Zervas Estate Agents

Address: 337A Clayton Rd, Clayton VIC 3168

Email: zervas@darraszervas.com.au

Tel: (03) 9544 4611

Ref: Chris Zervas

Vendor

Name: FRANS HANJAYA

Vendor's legal practitioner or conveyancer

Name: KATSU LAWYERS

Address: Suite 1, Level 1, 114-116 Auburn Road, Hawthorn VIC 3122

Email: info@katsulawyers.com.au

Tel: (03) 8376 6355

Ref: 252499

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 12381	Folio 069	3	PS 826090R
Volume	Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 3, 60 Edinburgh Street, Clayton VIC 3168**

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

All window furnishings, floor coverings and fixtures and fittings of a permanent nature and the water tank in the backyard.

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

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

Bank guarantee

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

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

1. Amendments to General Conditions

- 1.1 Without limiting the specific provision of any other special condition, the general conditions are amended as set out in this special condition.
- 1.2 The general conditions ("GC") are amended as follows:
- (a) GC17.1(b)(i) is amended to read: "provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"
 - (b) GC31.4, 31.5 and 31.6 are deleted;
 - (c) GC 35.4(a) is amended to read as follows:
 - "(a) an amount equal to the greater of:
 - (i) the deposit; or
 - (ii) 10% of the Price,
 - is forfeited to the vendor as the vendor's absolute property, whether this amount has been paid or not; and"
 - (d) GC33 is deleted. Refer to Special Condition 8.

2. Auction Conditions

If the property is offered for sale by public auction, it will be subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

3. Identity

The purchaser acknowledges that it has inspected the property and admits that the land as offered for sale and *inspected* by it is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area of measurements or any patent or latent defects in the land or call upon the vendor to amend title or bear all or any part of the cost of doing so.

4. Condition of Property

The purchaser acknowledges that it has inspected the property and chattels (if any) prior to the day of sale. The purchaser agrees that it is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date thereof. The vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

5. Restrictions

The purchaser buys the property subject to any restriction imposed by the provisions of the relevant *Planning Scheme* and any other Town Planning Acts or Schemes, Local Government By-Laws or other enactments, or any other authority empowered to make restrictions. Any restriction on the use of the said land under any authority empowered by legislation to control the use of the land shall not constitute a defect in title or a matter of title or affect the validity of the contract and the purchaser must not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof or refuse or delay payment of the purchase price for any failure to comply with a law applicable to the land or a requirement of any statutory authority nor call upon the vendor to rectify any failure to comply with a law applicable to the land or a requirement of any statutory authority or to bear the cost of doing so.

6. No Vendor Representations

The purchaser acknowledges that no warranties or representations have been made by the vendor or any person acting on the vendor's behalf to the purchaser in relation to the following:

- (a) the title to the land including all easements, covenants and other registered instruments;
- (b) any notices, orders or requisitions issued in respect of the property, the building or any part thereof;
- (c) the accuracy of the extent and identity of the land, its boundaries, area and encroachments;
- (d) any permits (including the building permit) issued in respect of the property or the building or any part thereof;
- (e) whether any construction on any part of the property is compliant with any permits, notices, orders or requisitions or with any building codes;
- (f) whether any building insurance has been obtained in respect of any construction on any part of the property and whether any building insurance is currently maintained;
- (g) the value, condition or state of repair of the Property; and
- (h) the present and future economic feasibility, viability and economic return from the property.

7. Corporate Purchaser

If a company purchases the property:

- 7.1 any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract as if it is the purchaser under this contract; and
- 7.2 at least two directors (if there are more than one) of the company must sign the Guarantee and Indemnity attached to this contract and deliver it to the vendor within 7 days of the day of sale.

8. Default Costs Charges and Expenses

- 8.1 In the event that the purchaser defaults in payment of any money due under this contract, then interest at the rate of fourteen per centum (**14%**) per annum and reasonable expenses of the vendor shall be paid on demand by the purchaser to the vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the purchaser to the vendor upon demand without the need for any notice in writing whether under General Condition 34 or otherwise. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the vendor under this contract or otherwise. General Condition 33 shall not apply to this contract.
- 8.2 The vendor gives notice to the purchaser and the purchaser acknowledges that in the event the purchaser fails to complete the purchase of the property by the due date under this contract, in addition to the payment of interest pursuant to Special Condition 8.1, the vendor may suffer losses and expenses which the purchaser will be required to pay, including:
 - (a) interests and costs payable by the vendor under any existing mortgage or loan over the property sold calculated from the due date for settlement;
 - (b) the costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - (c) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property;
 - (d) legal costs and expenses as between the vendor's legal representative and the vendor on a full indemnity basis; and
 - (e) accommodation, removal and other expenses necessarily incurred by the vendor.

9. Nomination

- 9.1 If the purchaser nominates an additional or substitute purchaser ('the nominee') pursuant to General Condition 4, the vendor reserves its right to reject the nomination unless the nomination form is delivered to the vendor at least fourteen (14) days prior to the settlement date and it is accompanied by:
 - (a) a statement that the purchaser and the nominee agree to be jointly and severally liable under this contract; and
 - (b) if the nominee is a corporation, a Guarantee and Indemnity executed by the directors of the nominee in favour of the vendor in the form annexed to this contract; and

- (c) a written acknowledgement from the guarantors (if applicable) that the nomination of the nominee does not vitiate the guarantors' obligations under this contract.

9.2 General Condition 4 will no longer apply to this contract if the purchaser:

- (a) defaults; or
- (b) has validly nominated a Nominee.

10. More than one Purchaser

If the purchaser consists of more than one person each of them are jointly and severally bound by this contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

11. Stamp Duty Indemnity

The purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act or any amending or replacement Act relating to the contract of sale and/or any substitute contract of sale and/or the Instrument of Transfer or conveyance of the property.

12. Fractional Interest: purchasers buying unequal interest

- 12.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the day of sale the proportions in which they are buying the property (the "proportions").
- 12.2 If the proportions recorded in this contract differ from those recorded in the instrument of transfer, then it is the purchasers' responsibility to pay any additional duty assessed as a result of this variation.
- 12.3 The purchasers fully indemnify the vendor, together with the vendor's agent and legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of this variation.

13. Statement of Adjustments

- 13.1 The purchaser must deliver to the Vendor's legal representatives a Statement of Adjustments prepared in accordance with the requirements of this Contract and in a form customarily used in good conveyancing practice ("**Statement of Adjustments**") in Victoria not less than five (5) days before the due date for settlement.
- 13.2 If the purchaser does not deliver the Statement of Adjustment in accordance with the terms of this Contract:
 - 13.2.1 the Purchaser will be taken to be in breach of this Contract;
 - 13.2.2 the vendor will not be obliged to settle until five (5) days after receiving the compliant Statement of Adjustments; and
 - 13.2.3 the purchaser must, at settlement, pay interest under Special Condition 8.1 from the date on which settlement was due under this Contract until the date on which settlement takes place.
- 13.3 Without affecting any other term of this Contract, if the Purchaser breaches its obligations under Special Condition 13.1, the Purchaser must pay to the Vendor's legal practitioner an amount of \$275.00 (inclusive of GST) representing the Vendor's additional legal costs as a result of the breach.

14. FIRB Approval

The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) either do not require the purchaser to obtain consent to enter into this contract or if they do, then the purchaser hereby warrants that it has obtained such approval. If there is a breach of this warranty (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost including any consequential loss which the vendor may suffer as a result of the breach. In the event that this contract does not proceed to completion as a consequence of the purchaser's breach of the warranty contained hereof the deposit money paid by the purchaser shall be forfeited to the vendor as its absolute property in addition to the vendor's right of indemnity herein. This warranty and indemnity do not merge on completion of this contract.

15. No Merger on Settlement

To the extent that this contract includes obligations which continue or arise after the settlement date, this contract remains in full force and effect notwithstanding settlement and the provisions of this contract do not merge with any conveyance, transfer or assignment or the registration of any of the foregoing.

16. Entire Agreement

The provision contained in this contract or implied by statute cover and comprise the whole of the agreement between the parties and the purchaser expressly agrees and declares that all collateral or other agreement and all previous negotiations, representations, promises, warranties, arrangements, undertakings and statements (if any) whether expressed or implied as to the subject matter of this contract and/or as to the property and/or as to the intentions of either party are excluded and cancelled.

17. Severance

If at any time any part of this Contract is or becomes illegal, invalid, unenforceable, void or voidable in any respect or for any reason then where it is possible to read down that part so as to make it legal, valid and enforceable, it must be read down to the minimum extent necessary to achieve that result and in any other case that provision must be severed from this Contract and the remaining parts will operate as if the severed provision had not been included in this Contract.

18. GST Withholding – Vendor’s Notice

- 18.1 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 Special Condition unless the context requires otherwise.
- 18.2 The vendor hereby notifies the purchaser that the purchaser does NOT have a withholding obligation under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* and at Settlement, the purchaser is NOT required to withhold any amount for GST.

19. Swimming Pool or Spa

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at its own expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water, or the registration of the pool or spa with the relevant local authority. The purchaser must not require the vendor to comply with any requirement relating to the pool or the spa nor seek any compensation from the vendor for any non-compliance with current legislative requirements.

20. Solar Panels

In the event that any solar panels are installed on the land or any part thereof, the Purchaser acknowledges that no warranties or representations have been made by the Vendor or any person acting on the Vendor’s behalf to the Purchaser with respect to any solar panels in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, and any current arrangements with any energy supplier shall cease at Settlement. The Purchaser must not make any requisition or objection or claim against the Vendor in respect of the matters set out in this Special Condition.

21. GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

22. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

I/WE, of
and of
being the **Sole Director/Directors** ofACN.....

(the '**Guarantors**'), IN CONSIDERATION of the vendor selling to the purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of purchaser Money or interest or any other moneys payable by the purchaser to the vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the purchaser, I/we will immediately on demand by the vendor pay to the vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the vendor and indemnify and agree to keep the vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:

- (a) any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the purchaser for any such payment performance or observance;
- (d) by reason of the vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)

.....)

.....)

(PRINT NAME))

in the presence of:)

.....)

(SIGNATURE OF WITNESS))

.....)

(PRINT NAME OF WITNESS)

.....

Signature of Director

SIGNED SEALED AND DELIVERED by)

.....)

.....)

(PRINT NAME))

in the presence of:)

.....)

(SIGNATURE OF WITNESS))

.....)

(PRINT NAME OF WITNESS)

.....

Signature of Director

Vendor Statement

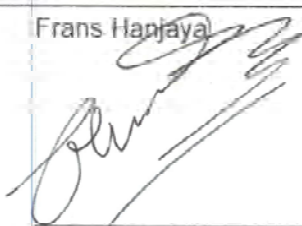
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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 3, 60 EDINBURGH STREET, CLAYTON VIC 3168
------	---

Vendor's name	Frans Hanjaya	Date
Vendor's signature		23/05/2025

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.

Any further amounts (including any proposed Owners Corporation levy) for which the purchaser may become liable as a consequence of the purchase of the property are as follows:

- (1) Owners Corporation fees and special levies (if applicable).
- (2) Water usage and sewerage disposal charges levied on a daily basis by the water authority.
- (3) Land tax if the property is not exempt as a principal place of residence.
- (4) Annual increases in all outgoings if you purchase this property in the next rating period after this statement was prepared.
- (5) Connection fees for electricity, telephone, sewerage, gas, water and NBN (if applicable).

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- ☒ Are contained in the attached certificates and/or statements

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

- ☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12381 FOLIO 069

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LAND DESCRIPTION

Lot 3 on Plan of Subdivision 826090R.
PARENT TITLE Volume 08052 Folio 208
Created by instrument PS826090R 09/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
FRANS HANJAYA of 1/28 HILLVIEW AVENUE MOUNT WAVERLEY VIC 3149
PS826090R 09/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS826090R 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)

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS826090R

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS826090R
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/05/2025 16:03

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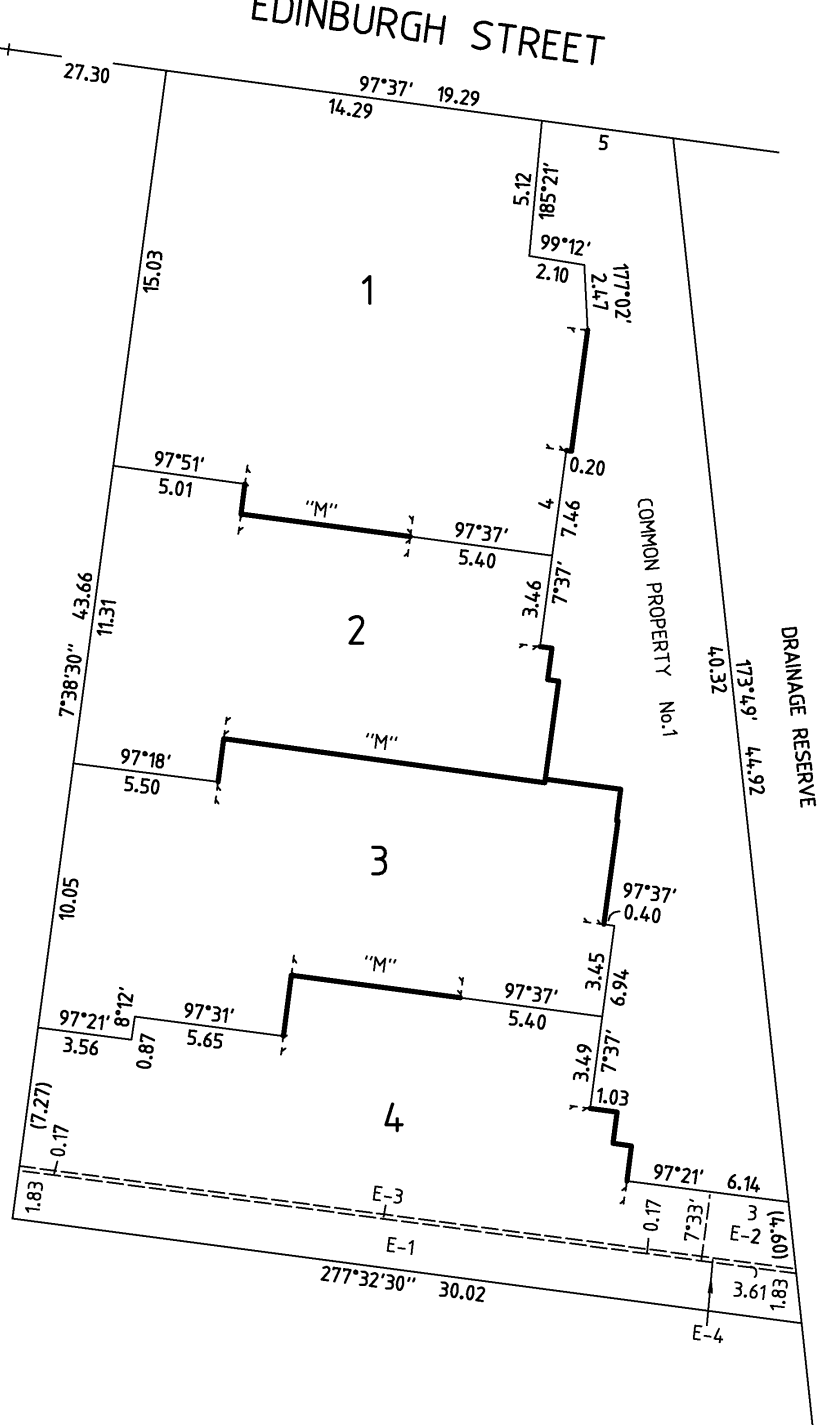
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PS 826090 R

M.G.A.2020
ZONE 55

FLORA ROAD

EDINBURGH STREET



COMMON PROPERTY No.1

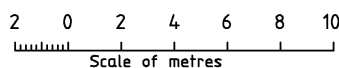
DRAINAGE RESERVE

RODNEY AUJARD & ASSOCIATES
Licensed Land Surveyors

Level 1, 325 Camberwell Road, CAMBERWELL. 3124.
Ph. 9813 2222 Fax. 9813 2244
81 Grant Street, ALEXANDRA. 3714. Ph. 5772 1530
aujard@bigpond.net.au

Surveyors Ref. 19206

Scale
1:200



Digitally signed by: Geoff Peter Sutherland, Licensed
Surveyor,
Surveyor's Plan Version (5),
30/04/2020, SPEAR Ref: S153362C

Original Sheet
Size : A3

SHEET 2

Digitally signed by:
Monash City Council,
08/12/2020,
SPEAR Ref: S153362C



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS826090R

The land in PS826090R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

60 EDINBURGH STREET CLAYTON VIC 3168

OC055732W 09/06/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC055732W 09/06/2022

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Total	40.00	40.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/05/2025 04:03:10 PM

OWNERS CORPORATION 1
PLAN NO. PS826090R

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

Statement End.

Land Information Certificate

Local Government Act 2020 - Section 121

Certificate Number: 91498

Issued: 14 May 2025

This certificate **provides** information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 and Local Government Act 2020 or under a local law or by-law of the council, as at the above date.

This certificate is **not required** to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Property Information:

Property location: 3/60 Edinburgh Street CLAYTON VIC 3168

Title details: Lot 3 PS 826090 Parish of Mordialloc

AVPCC/Land Use: Land Use: 120 - Single Unit/Villa Unit/Townhouse

Valuation details:

Current level of value date: 1 January 2024

Valuation date operative for rating purposes: 1 July 2024

Capital Improved Value: 935,000

Site Value: 350,000

Net Annual Value: 46,750

This Council uses the 'Capital Improved Value' of the property for rating purposes.

Due Dates for Payment:

1. **Arrears Rates & Charges & Arrears Legal** - Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than \$100.00 **or** any Arrears Legal then **the owner must contact** Council's recovery agency Maddocks Recoveries on 03 9258 3847 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised current year** - Immediately.
3. **In Full** - 17 February 2025. If amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 30 September 2024, 2 December 2024, 28 February 2025 & 2 June 2025.
5. **Ten Instalments** – Commencing 2 September 2024 ending 2 June 2025.

Rates & Charges - Multiple assessments may apply (see below) for the year ending:
30 June 2025:

Assessment No. 1942838

Charges:

Residential/Supplementary Rate	1,277.90
Recycle and Waste Levy	52.00
Fire Services Levy - State Government	213.30

Pension Rebates (if applicable):

Residential/Supplementary Rate - Government	0.00
Residential/Supplementary Rate - Council	0.00
Recycle and Waste Levy	0.00
Fire Services Levy - State Government	0.00

Additional information and amounts:

Arrears Rates & Charges	B/Fwd 01/07/2024	0.00
Arrears Legal	B/Fwd 01/07/2024	0.00
Interest raised current year on	Arrears Rates & Charges	0.00
Interest raised current year on	Overdue Instals/General/Supp Rates	0.00
Legal/Bank Fees		0.00
Payments		-1,543.20
Overpayments		0.00
Refunds		0.00

BALANCE OWING	Assessment No. 1942838	\$0.00
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The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement.

Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note, overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

Notices, Orders, Outstanding or Potential Liability / Subdivisional:

- A. Potential liability for rates under the Cultural and Recreational Land Act 1963:**
 - N/A
- B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:**
 - N/A
- C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958, 1989 or 2020:**
 - N/A
- D. Monies owed under Section 227 of the Local Government Act 1989 or Section 119 of the Local Government Act 2020:**
 - N/A
- E. Flood levels specified by Council:**
 - N/A
- F. Any money owned in relation to the land under section 94(5) of the Electricity Industry Act 2000**
 - N/A
- G. Other Information under Section 121 (4) of the Local Government Act 2020:**
 - A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquiries to Local Laws on (03) 9518 3555.
- H. Landfill Gas Risk Area**
 - Not Applicable
 - This property is subject to a Land Subject to Inundation Overlay. Details of specific flood levels may be obtained from Melbourne Water on 131722. Most new buildings & works, including fences, affected by this overlay will require a planning permit from Council.
 - This property is subject to a Special Building Overlay. Details of specific flood levels may be obtained from Melbourne Water on 131722. Most new buildings & works, including fences, affected by this overlay will require a planning permit from Council.

IMPORTANT TO NOTE:

- Verbal confirmation of any variation to this certificate **will not** be given after 12 August 2025. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.
- All Notice of Acquisitions documents are to be sent to mail@monash.vic.gov.au

HOW AND WHERE TO PAY OUTSTANDING RATES				
IN PERSON TO THE CASHIER MON- FRI 8.30AM to 5.00PM:		BY MAIL:		 Biller Code: 1826 REF: 0001942838 \$0.00 Total Outstanding: \$0.00
GLEN WAVERLEY OFFICE 293 SPRINGVALE RD GLEN WAVERLEY	OAKLEIGH OFFICE 3 ATHERTON RD OAKLEIGH	CITY OF MONASH PO BOX 1 GLEN WAVERLEY 3150		
CREDIT CARD				
By Phone Call Council on (03) 9518 3555 and pay using your MasterCard, Visa, American Express		Pay Online At: www.monash.vic.gov.au/payments		Telephone & Internet Banking – BPAY Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account. More info: www.bpay.com.au
1942838 - \$0.00		1942838 - \$0.00		

PLEASE NOTE: The prescribed fee for a Land Information Certificate effective from 1 July 2024 is **\$29.70**.

I confirm I have received the sum of **\$29.70** being the fee for this Certificate.

Applicant details:

Landata
GPO Box 527
MELBOURNE VIC 3001

Reference date: 12/05/2025
Reference no: 76741060-016-8:59124

Document summary:

Margaret Spowart

MARGARET SPOWART

Manager Customer Experience

Katsu Lawyers
E-mail: property@katsulawyers.com.au

Statement for property:
LOT 19 60 EDINBURGH STREET
CLAYTON 3168
19 LP 26460

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
27E//07318/42	LANDATA CER 76741060-026-7	13 MAY 2025	49302689

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$122.08

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		\$264.50
Usage Charges*	Billed until 28/4/2025	\$2.89
Payments		\$0.04
TOTAL UNPAID BALANCE		\$267.35

- The meter at the property was last read on 28/04/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.04 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Consent has previously been given 360694 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 69.3 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

A 1125 mm diameter drain is located within the Reserve abutting the property. For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

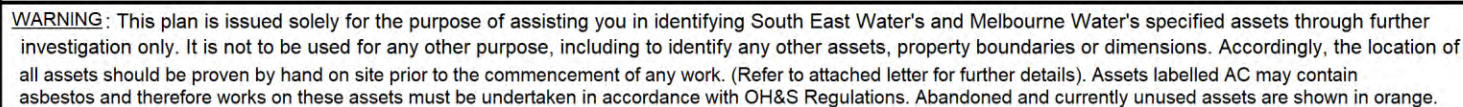
AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

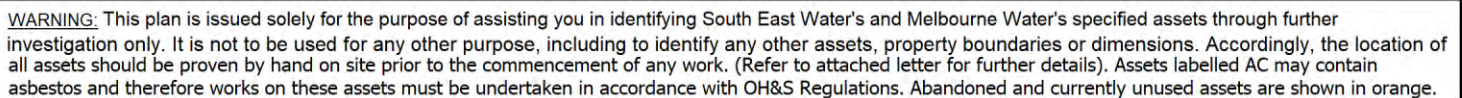
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Date: 13MAY2025



- Melbourne Water Assets
- | | | | | | |
|--|------------------|---|-------------------|---|------------------------|
| | Sewer Main | | Underground Drain | | Natural Waterway |
|  | Maintenance Hole |  | Channel Drain |  | Underground Drain M.H. |

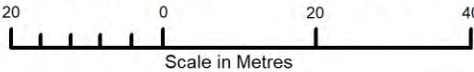
Date: 13MAY2025



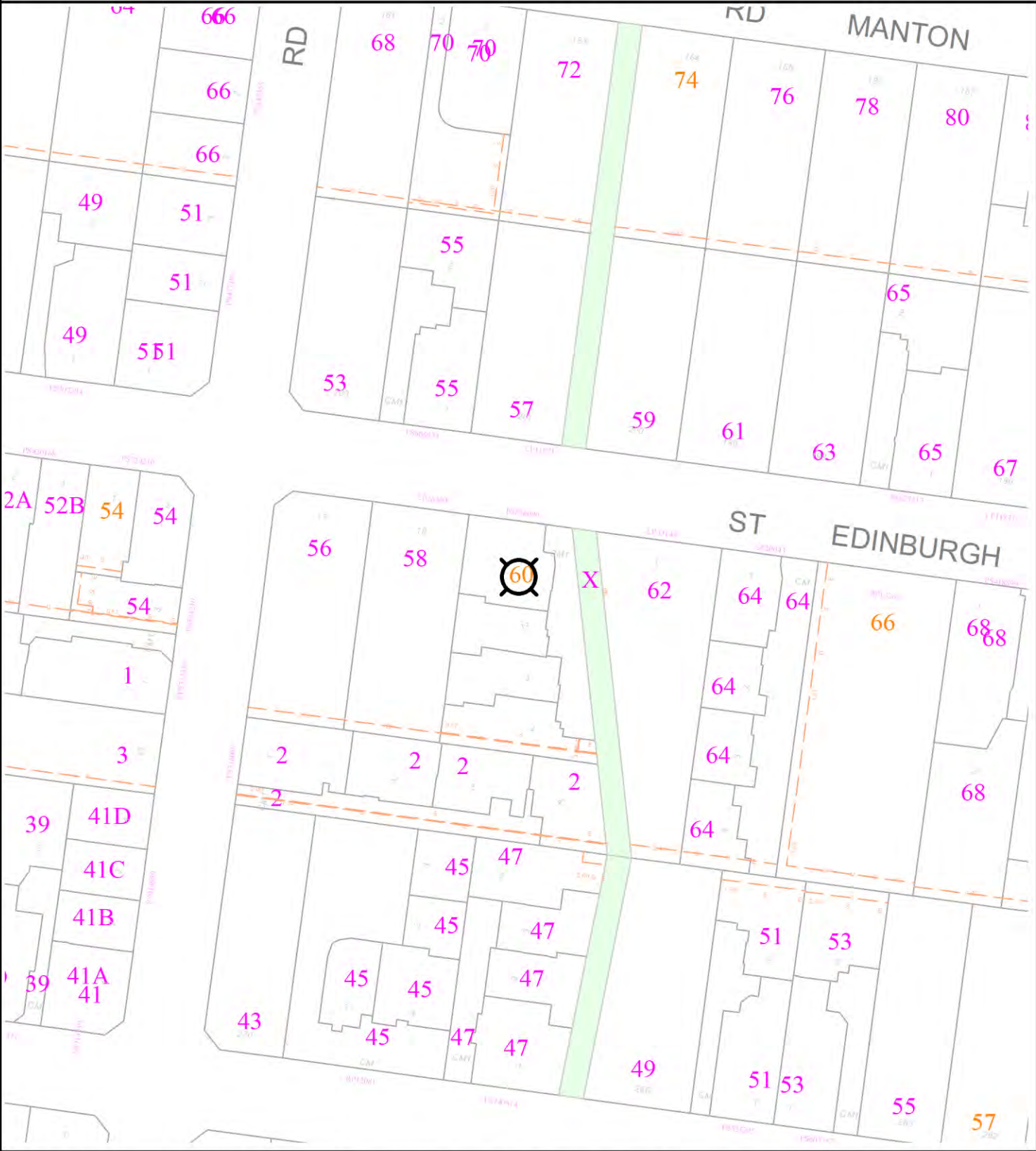
 Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary



Case Number: 49302689



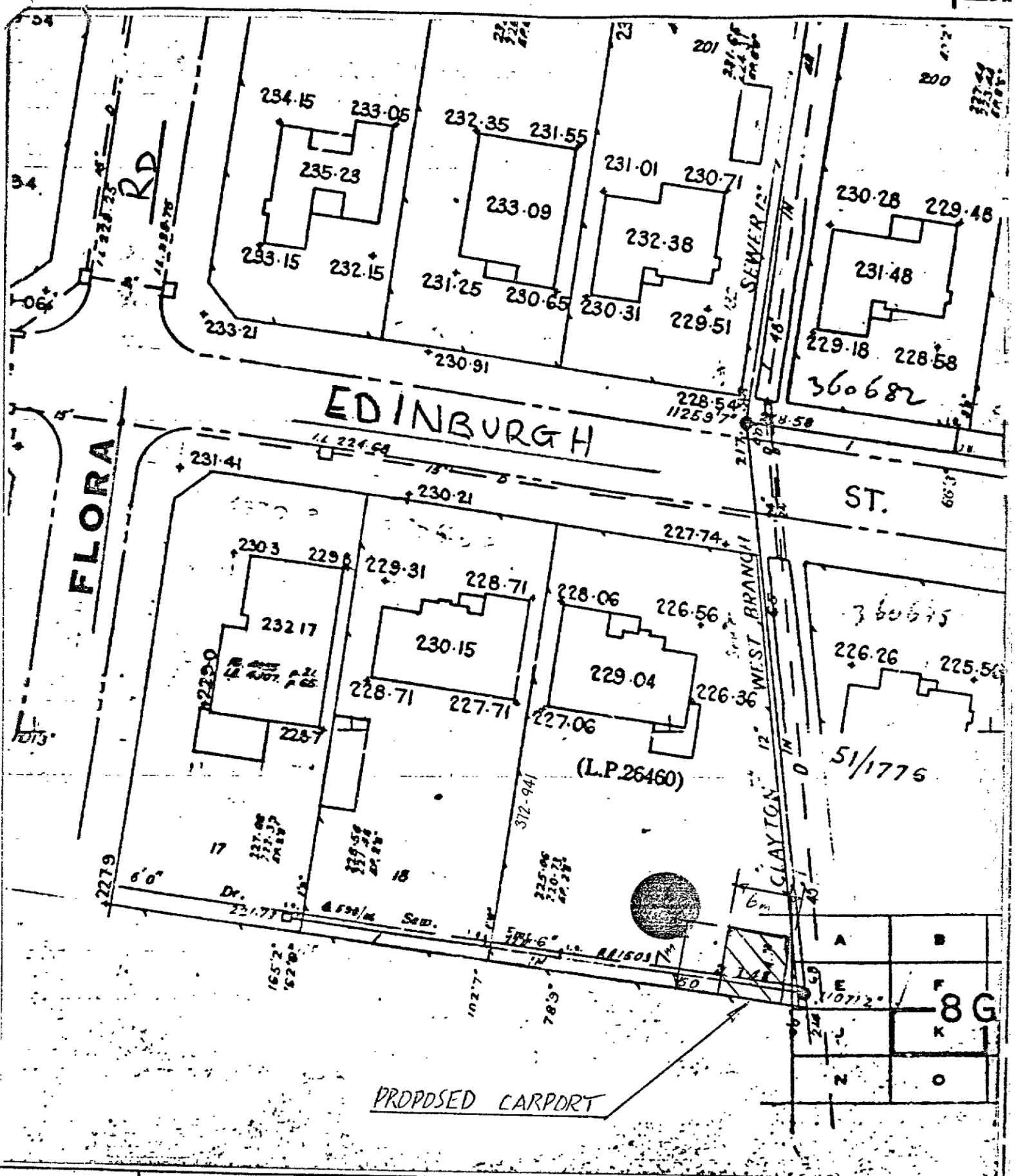
Date: 13MAY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

360614



MELBOURNE & METROPOLITAN BOARD OF WORKS

SEWERAGE AND DRAINAGE SYSTEMS GROUP

REGISTERED PLAN

PART OF PLAN
PLAN NO. EG21 K
SCALE 1" = 40'

MUNICIPALITY OAKLEIGH

FILE NO. 372/227/0841

PREPARED BY R. Walker

21 16158

Telephone Enquiries 552 3333 Mr S Burge

Board's Reference. 372/227/0941 SR03.1470

Mr & Mrs McAuliffe
60 Edinburgh Street
CLAYTON VIC 3168

5 July 1988

Dear Mr & Mrs McAuliffe

PROPERTY: 60 EDINBURGH STREET, OAKLEIGH

I refer to your application of 25 May 1988 and advise that the Board, so far as its rights are concerned, does not object to the carport being constructed over the sewer and easement at the property in accordance with the attached registered plan provided the following conditions are complied with:

1 The foundations for the supports on the southern end of the carport are to be constructed on the southern boundary of the property and are to be 1.0m deep. A 150mm diameter sewer is located 1.14m from the southern boundary of the property and has an IL 66.12m AHD (approximately 1.9m deep).

Also a 300mm diameter sewer is located 0.90m outside and adjacent to the eastern boundary of the property, and has an IL 64.95 AHD (approximately 3.1m deep), in the vicinity of the northeast corner of the proposed carport.

2 The cost of any replacement or repair for damage occasioned to the sewer as a consequence of the construction of the carport shall be borne by the owner.

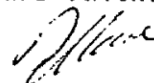
3 The cost of any replacement or repair for damage occasioned to the carport as a result of sewer failure, or subsidence over the sewer shall be borne by the owner.

Rights of other parties over the area are in no way affected by any consent given by this Board.

This approval will be deemed to have lapsed after twelve months unless the work is commenced within this time. The Council will then be advised.

Please contact the Board's officer, Mr M Norris telephone 552 3414 at least two (2) days before commencing excavations for baseworks (e.g. footings, boreholes) so that the actual excavations are inspected for placement relative to the sewer before the baseworks are poured and/or installed.

Yours faithfully



D A MOORE
SUPERVISOR
SEWERAGE AND DRAINAGE
SYSTEMS

SOUTH EAST WATER

Consent to build

Carport

over easement / sewer.

70/15112 360694

70/15112

18th August, 1970.

Dear Sir and Madam,

In reply to your letter of the 1st June, 1970, concerning the strip of land abutting the western boundary of No. 60 Edinburgh Street, Oakleigh, I desire to inform you that the reserve contains the Board's 12" diameter sewer main and 45" diameter pipe stormwater drain. In addition to the underground drain, the reserve forms part of a natural floodway, along which floodwaters may flow in the event of the drain being overtaxed during periods of heavy rain.

The Board will not consent to partial enclosure of the reserve by the erection of fences longitudinally over or in close proximity to its' works within the reserve.

However, insofar as the Board's rights are concerned, there will be no objection to total enclosure of the whole or part of the reserve abutting your property by the erection of fences extending across the full width of the reserve, subject to the following conditions :-

- (1) No structures (other than fencing) shall be erected, nor stacks of material placed, over the land comprising the reserve.
- (11) Fences should be of an open type construction (e.g. post and wire, wire mesh, post and rail, etc.) with a minimum clearance of three inches (3") between the bottom rail or plinth and surface level.
- (111) Fences shall not be erected directly over manholes or other inspection openings on the Board's works.
- (1v) The Board reserves the right to enter upon the reserve for the purpose of inspecting and maintaining its existing works and/or constructing new works, and access thereto must be available at all times.
- (v) The Board will accept no liability for any damages which may arise out of erection of fences and/or the use to which the reserve may be put, and you will be held liable by the Board for any damage to the Board's drain and sewer arising from such use of the land.

Mr. R. D. & Mrs. J. Gilbert,
57 Edinburgh Street,
CLAYTON, 3168

.../2

See Mr. Handman's note

*Noted
JWS:31*

70/15112

360694

18th August, 1970.

Attention is directed to the fact that the Board is not the owner of the land comprising the reserve, (the registered proprietor of which may be ascertained by search at the Titles Office), and that the rights which other parties may have over the land are in no way affected by any consent given by the Board.

It is further advised that similar conditional consent would be given to the owner of the adjoining property and that the Board would not enter into any disputes between interested parties arising therefrom.

It must be clearly understood that this letter does not constitute a permit under the Melbourne Metropolitan Planning Scheme for the use of land or the carrying out of any work not in conformity with such Scheme.

Yours faithfully,



(R. H. ENGELSMAN)
Assistant Secretary.

Katsu Lawyers
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 3 LOT 3 60 EDINBURGH
STREET CLAYTON 3168
3 PS 826090

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
27E//07318/00120	LANDATA CER 76741060-026-7	12 MAY 2025	49296984

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

(b) By South East Water

TOTAL UNPAID BALANCE \$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The applicable flood level for this property is RL 69.23 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

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Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

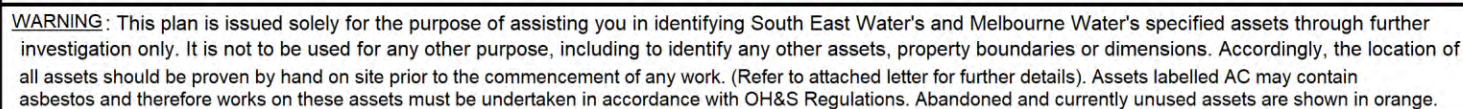
AUTHORISED OFFICER:

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LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

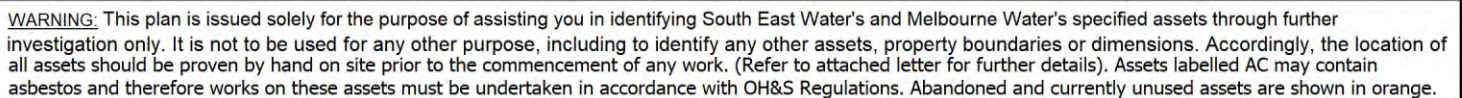
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Date: 12MAY2025



- Melbourne Water Assets
- | | | | | | |
|--|------------------|---|-------------------|---|------------------------|
| | Sewer Main | | Underground Drain | | Natural Waterway |
|  | Maintenance Hole | | Channel Drain |  | Underground Drain M.H. |

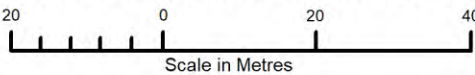
Date: 12MAY2025



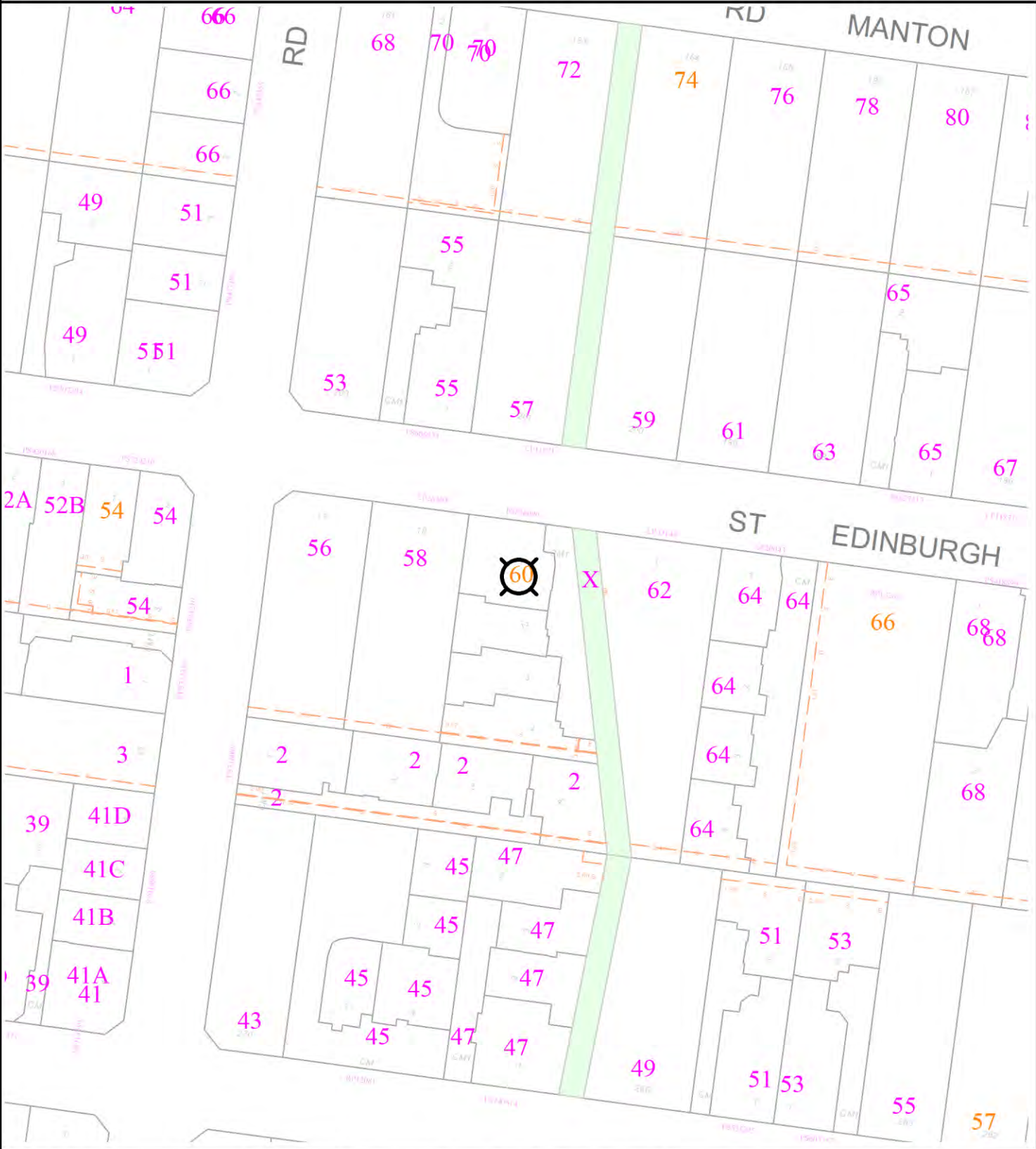
 Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary



Case Number: 49296984



Date: 12MAY2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

Property Clearance Certificate

Land Tax



KATSU LAWYERS

Your Reference:	LD:76741060-012-0.252499
Certificate No:	90665012
Issue Date:	12 MAY 2025
Enquiries:	ESYSPROD

Land Address: UNIT 3, 60 EDINBURGH STREET CLAYTON VIC 3168					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47862576			12381	69	\$2,275.00

Vendor: FRANS HANJAYA
Purchaser: TBC TBC

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR FRANS HANJAYA	2025	\$350,000	\$2,275.00	\$0.00
				\$2,275.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$935,000
SITE VALUE (SV):	\$350,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,275.00



Notes to Certificate - Land Tax

Certificate No: 90665012

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 = \$1,500.00

Taxable Value = \$350,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,350.00

Taxable Value = \$935,000

Calculated as \$935,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90665012

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 90665012

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



KATSU LAWYERS

Your Reference: LD:76741060-012-0.252499

Certificate No: 90665012

Issue Date: 12 MAY 2025

Enquires: ESYSPROD

Land Address: UNIT 3, 60 EDINBURGH STREET CLAYTON VIC 3168

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47862576			12381	69	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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:	\$935,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90665012

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



KATSU LAWYERS

Your Reference:	LD:76741060-012-0.252499
Certificate No:	90665012
Issue Date:	12 MAY 2025

Land Address:	UNIT 3, 60 EDINBURGH STREET CLAYTON VIC 3168				
Lot	Plan	Volume	Folio		
		12381	69		
Vendor:	FRANS HANJAYA				
Purchaser:	TBC TBC				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 90665012

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

BPAY  Billers Code: 416073 Ref: 90665019 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 90665019 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No 1 Plan No. PS826090R

Address: Unit 3, 60 Edinburgh Street, Clayton VIC 3168

This certificate is issued for	Lot 3 on Plan of Subdivision No: 826090R
Postal address is	Unit 3, 60 Edinburgh Street, Clayton VIC 3168
Applicant for the certificate is	Katsu Lawyers
Address for delivery of certificate is: 3122	Level 1, Suite 1, 114-116 Auburn Road, Hawthorn VIC
Date that the application was received:	-
IMPORTANT:	
The information in this certificate is issued on: 22 May 2025	
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.	
1.	The current fees for the lot are \$1,048.50 payable per annum
2.	The date to which the fees for the lot have been paid up to is: 29 May 2026
3.	The total of any unpaid fees or charges for the lot are: NIL
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NIL
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: NIL
6.	The owners corporation has the following insurance cover: a) the name of the company: CHU Strata b) policy number: HU0006148198 c) kind of policy: Strata Title - Domestic d) buildings covered: \$1,597,600.00 e) amount of building insurance is: \$3,834.00 f) the public liability amount is: \$20,000,000.00 g) the renewal date is 30 May 2026
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution No
8.	The total funds held by the owners corporation: NIL
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details No
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details

	No
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details. The Owners Corporation has engaged a gardener to mow the grass along the driveway and front yard (council area) every two months, at a cost of \$60 per visit. This fee is included in the annual fees payable.
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details. No
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details. No
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details. No
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No
16.	Documents required to be attached to the owners corporation certificate are: • A copy of the minutes of the most recent annual general meeting • A copy of all resolutions made at the last annual general meeting • A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: N/A

DATED the 23 day of May 2025.

This owners corporation certificate was prepared by: **Katsu Lawyers**

SIGNED on behalf of the Owners' Corporation by)

in the capacity as Owner of Lot 2 in accordance with)
s11 of the Owners' Corporation Act 2006.)
)
)
)



Frans Hanjaya

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MODEL RULES FOR AN OWNERS CORPORATION

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.

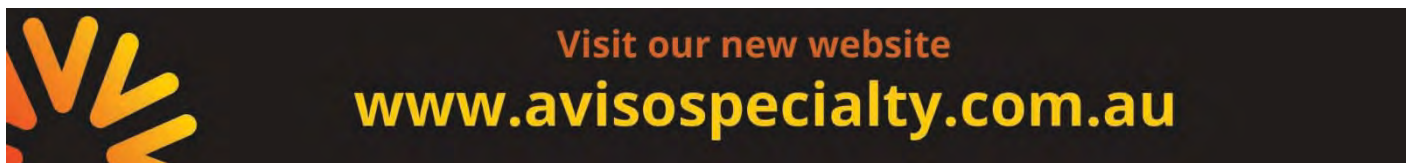
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

NEW BUSINESS TAX INVOICE

Mr B Lim
PO Box 354
Mount Waverley BC
MOUNT WAVERLEY VIC 3149

Date: 16/05/2025
Invoice Number: 1719310
Account Manager: Phillip Kirkham

Type of Policy	Strata Title - Domestic	Premium	\$2,940.56
Insured	OWNERS CORPORATION PLAN NO. PS 826090R	FSL	\$0.00
Policy Description	60 EDINBURGH STREET CLAYTON VIC 3168 - OWNERS CORPORATION PLAN NO. PS 826090R	Underwriter Fee	\$136.36
Policy Number	HU0006148198	Stamp Duty	\$323.46
Period of Insurance	29/05/2025 to 29/05/2026	Broker Fee	\$100.85
Effective Date	29/05/2025		
Insurer	CHU Underwriting Agencies	GST	\$332.77
Underwritten By	QBE Insurance (Australia) Ltd_UW		
Commission earned on this invoice \$588.11		Invoice Total	\$3,834.00



Please check your schedule carefully and read through the important notices & information regarding your duty of disclosure



Pay by credit card or registered bank account at
www.deft.com.au. Payments by credit card may attract a
surcharge.
Deft Reference Number: 405688217193101

Aviso Specialty Pty Ltd

Name: Mr B Lim
Client ID: 13326
Invoice No: 1719310



*498 405688 217193101



Biller Code: 20362
Ref: 405688217193101

**Payment Due by 29/05/2025 to ensure your continued
protection and continuity of cover**

Total Due: \$3,834.00

Contact your participating bank to make payment from your cheque or savings account. Enter the Biller Code and BPAY reference number

IMPORTANT NOTICES & INFORMATION

INSURANCE BROKERS CODE OF PRACTICE

We subscribe to and are bound by the Insurance Brokers Code of Practice a full copy of which available from National Insurance brokers Association (NIBA) website, www.niba.com.au. Download a copy of our Terms of Engagement [here](#) or you can visit our website www.avisospecialty.com.au for more information.

POLICY

This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

YOUR DUTY OF DISCLOSURE

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

This Duty of Disclosure applies until the insurer either agrees to insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

At renewal, the insurer may either ask you to advise any changes to something you have previously disclosed or may give you a copy of the information you previously disclosed and ask you to advise them if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are either applying for or renewing any other types of insurance, you must tell the insurer all information that is known to you that a reasonable person in the circumstances could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for; or
- is common knowledge; or
- that the insurer knows or should know; or
- which the insurer waived your duty to tell them about.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (consumer insurance contracts only)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. This includes insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident, or sickness and/or consumer credit products.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs. To ensure you meet your duty, your answers to the questions must be truthful, accurate, complete and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth Your contract of insurance may contain an average or under insurance provision. This means that if you under insure, you will have to bear part of any loss yourself.

Non-disclosure

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your broker.

Where you represent another insured party, you must make sure you explain the Duty of Disclosure to them when we arrange any insurance cover. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.

RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as: Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

And that are being provided a financial service or product that relates to the following insurance covers: Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the insurer has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the insurer for this transaction is available upon request.

DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office or contact AFCA directly on 1800 931 678 or by email info@afca.org.au. We also follow the Insurance Brokers Code of Practice.

ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

CANCELLATION OF YOUR POLICY & SMALL OVERPAYMENTS

If there is a refund or reduction of your premium due to cancellation or alteration to a policy or based on a term of your policy (i.e. premium adjustment provision), we may retain any Broker or administration fee we have charged you. We will retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in commission. EFT Refunds will not incur processing fees.

NON-PAYMENT - Annual Payments If this invoice is unpaid after 30 days, we will advise the insurer that the policy is unpaid. The insurer may cancel the policy and/or pursue payment from you.

NON-PAYMENT – By Instalments If you are paying the premium for this policy by instalments then, if an instalment of the premium remains unpaid for a period of at least:

1. 14 days, your insurer may refuse to pay a claim; or
2. one month, your insurer may cancel this policy.

Your insurer reserves the right to cancel any direct debit arrangement between you if one or more debits are returned unpaid by your financial institution.

SUBROGATION AND HOLD HARMLESS AGREEMENTS

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance. These agreements are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts

AVERAGE OR CO INSURANCE

If the subject matter of insurance (or part thereof) relates to Industrial Special Risks, Fire & Perils or Business Interruption/Consequential Loss, then the policy (or part thereof) will be subject to average. This means that if the sum insured you nominate for buildings, plant, machinery, stock is less than 100% of its value (100% for Business Interruption/Consequential Loss) at the time the insurance was affected (or renewed), then part of the loss will/may not be covered by the policy. For example, a policy with a 100 % co-insurance clause pays as follows: if a building is insured for \$150,000 when its value is \$200,000, then in the event of a claim for damage of \$100,000, insurers will only pay \$75,000 and you will be your own insurer for the balance.

PRIVACY

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement.

Notes:

Schedule of Insurance:

CHU STRATA Quotation

Insured: OWNERS CORPORATION PLAN NO. PS 826090R
Quote Number: HU0006148198
Period of Insurance: 29, May 2025 to 29, May 2026

CHU STRATA

Situation: 60 Edinburgh Street, Clayton Vic 3168

Policy 1:	Insured Property Building	\$1,597,600
	Loss of rent/temporary accommodation (15%)	\$239,640
	Insured property (common area contents)	\$0.00
Policy 2:	Legal liability	\$20,000,000
Policy 3:	Voluntary workers - capital benefit	\$1,00,000
	weekly benefit	\$1,000
Policy 4:	Fidelity guarantee	\$200,000
Policy 5:	Office bearer's liability	not selected
Policy 6:	Machinery breakdown	not selected
Policy 7:	Catastrophe insurance (insured property)	not selected
Policy 8:	Government audit costs	\$25,000
	Appeal expenses - common property health and safety breaches	\$100,000
	Legal defence expenses	\$50,000
Policy 9:	Lot owner's fixtures and improvements (per lot)	\$250,000

Excesses

Policy 1 – Insured Property

Standard: \$2,000

Other excesses payable are shown in the Policy Wording

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by Insured Event Benefit

1. Death \$100,000
2. Total and irrecoverable loss of all sight in both eyes \$100,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot \$100,000
4. Total and permanent loss of the use of one hand or of the use of one foot \$50,000
5. Total and irrecoverable loss of all sight in one eye \$50,000
- 6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks.
The maximum benefit per week is: \$1,000
- 6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks.
The maximum benefit per week is: \$500

7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$250 up to a maximum of: \$2,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of: \$1,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$125 up to a maximum of: \$1,250
10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of: \$2,500

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

STATEMENT OF GENERAL ADVICE

The advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product.

This invoice provides an outline of your cover only and the Insurer's Product Disclosure Statement/Policy Document (PDS) and any Supplementary PDS should be referred to for specific Clauses and Conditions*.

*** Clauses or conditions which alter or are additional to those shown in the PDS or SPDS may be recorded in this invoice and will take precedence over those within the PDS and any SPDS.**

YOUR DISCLOSURE OBLIGATIONS

Please read the Duty of Disclosure and Non-Disclosure notations within the 'Important Information' document provided with this invoice and advise us immediately in writing should there be any information which requires disclosure to your insurer. If you are unsure of whether a circumstance needs to be disclosed, you should contact your Account Manager to discuss.

UNINSURED RISKS CHECKLIST

Risks may be uninsured for a number of reasons, including:

- **Under insurance:** If your sums insured or declared insurable values are inadequate and the policy contains a co-insurance or average clause, you may not receive the full amount of the loss.
- **Inadequate loss limits:** If the sum insured is less than the amount of your exposure, any loss in excess of the sum insured will not be insured.
- **No Insurance:** If you elect not to insure a particular risk, you must bear all losses yourself.
- **An Excess under a policy:** You must bear the first part of the loss up to the amount of the excess.
- **Excluded perils:** Some policies exclude perils, example - flood, storm surge and subsidence. You will not be insured for an excluded peril unless you ask for the cover.

We have indicated below a number of risks we believe may be important for you to consider. This list does not include all the policies available in the various insurance markets and is only intended to provide a summary of covers to assist in your assessment of whether such insurance protection may be needed.

Please note: This list includes covers that you may have already purchased.

- **Cyber Insurance:** First Party Costs - reimburses the Insured for the costs they would incur to respond to a breach, such as IT Forensic Costs, Credit Monitoring Costs, Public Relations Expenses and Cyber Extortion Costs (including ransom payments to hackers). Third Party Claims - covers the Insured's liability to third parties from a failure to keep data secure, such as claims for compensation by third parties, investigations, defence costs and fines and penalties from breaching the Privacy Act.
- **Management Liability:** This policy incorporates - Directors & Officers Liability, Statutory Liability, Crime cover, Employment Practices and Tax Audit expenses.
- **Business Interruption:** The Business Interruption policy covers the insurable profits that would have been earned if the business was operating as usual. It is designed to put a business in the same financial position that it would have been in if no loss had occurred.
- **Flood:** 'Flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of any of any lake, river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal or dam.

Property/Asset Protection

- Burglary/Theft
- Business Interruption
- Business Package
- Commercial Strata
- Contractors Plant & Equipment
- Fidelity Guarantee / Employee Fraud
- Fire & Perils / Industrial Special Risks
- Flood
- General Property
- Glass Breakage / Signs
- Money

Construction

- Advanced Profits
- Construction Risks and Liability
- Contract Works

Liability

- Association Liability
- Cyber Liability
- Contractual Liability
- Drone Liability
- Directors & Officers Liability
- Employment Practices Liability
- Environmental Impairment Liability
- Libel & Slander / Defamation
- Management Liability
- Public and Products Liability
- Product Performance Guarantee
- Product Recall
- Professional Indemnity
- Statutory Liability
- Taxation & Audit Expenses
- Trade Credit

Marine

- Carriers Liability
- Charters Legal Liability
- Marine Hull
- Marine Inland Transit
- Marine Overseas Transit
- Marine Liability

Machinery & Electronic Equipment

- Boiler & Pressure Vessel Explosion
- Computer Breakdown & Business Interruption
- Cyber Protection
- Electronic Equipment / Breakdown
- Machinery Breakdown & Business Interruption

Commercial Motor

- Heavy Motor / Machinery
- Motor Vehicle - CTP
- Motor Vehicle
- Motor Vehicle downtime

Personnel

- Corporate Travel
- Group Personal Accident
- Individual Personal Accident
- Key Person Cover
- Workers Compensation

Domestic

- Home
- Contents
- Landlords
- Strata
- Motor
- Caravan / Trailer
- Pleasurecraft

Not all these covers may apply to your circumstances. However, as your needs and circumstances can change, we suggest that this list be reviewed regularly to ensure that your current insurance program is still satisfactory in meeting your needs.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1137589

APPLICANT'S NAME & ADDRESS

KATSU LAWYERS C/- LANDATA
DOCKLANDS

VENDOR

HANJAYA, FRANS

PURCHASER

TBC, TBC

REFERENCE

252499

This certificate is issued for:

LOT CM1 PLAN PS826090, LOT 3 PLAN PS826090 ALSO KNOWN AS 3/60 EDINBURGH STREET CLAYTON
MONASH CITY

The land is covered by the:

MONASH PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- is within a SPECIAL BUILDING OVERLAY
- and a SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO16

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

13 May 2025

Sonya Kilkenny
Minister for Planning

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

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

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

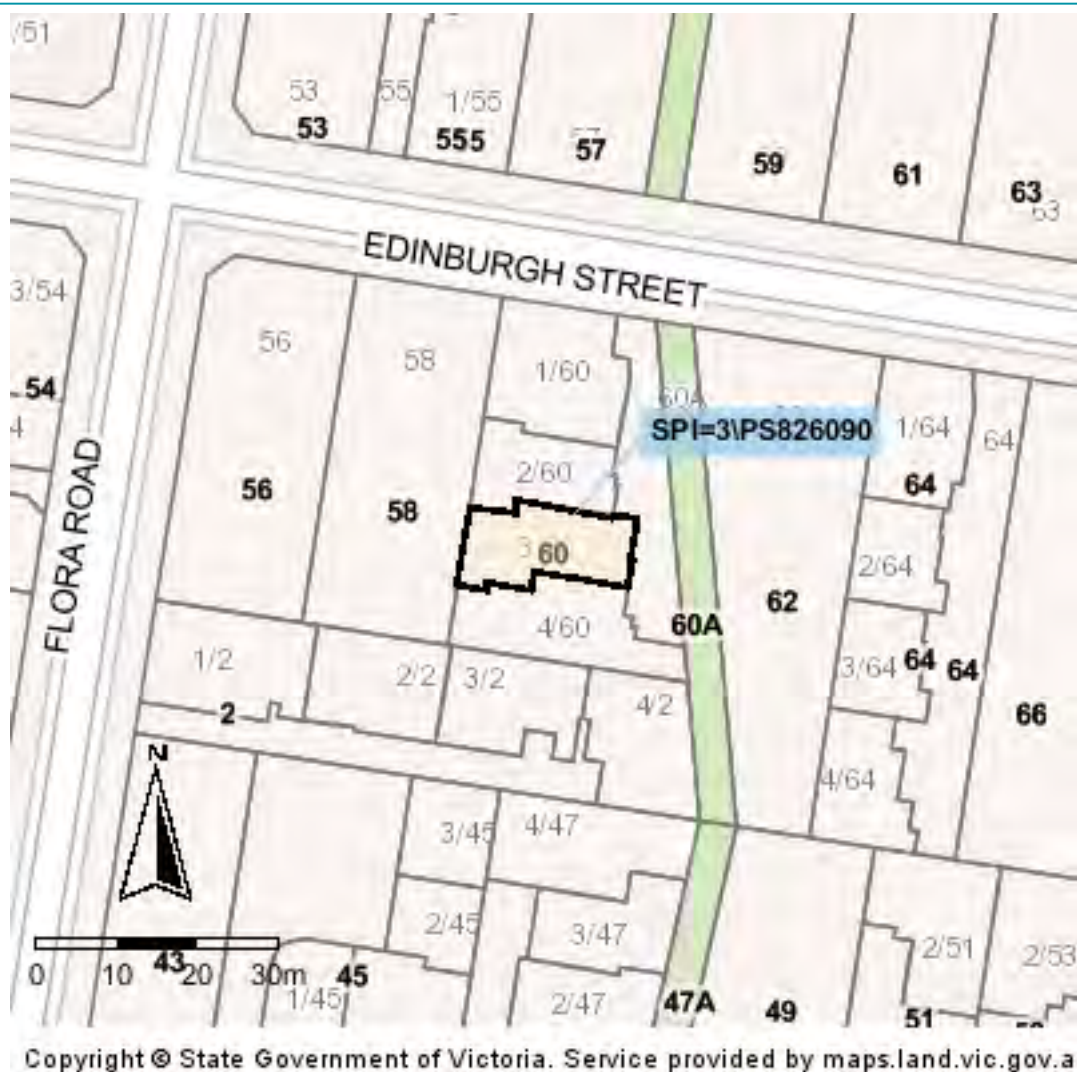
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 12 May 2025 03:49 PM

PROPERTY DETAILS

Address: **3/60 EDINBURGH STREET CLAYTON 3168**

Lot and Plan Number: **This property has 4 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **MONASH**

Council Property Number: **275887**

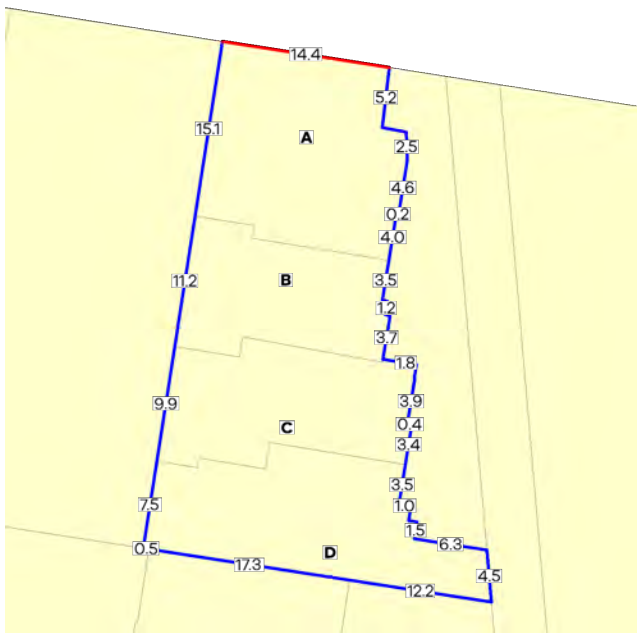
Directory Reference: **Melway 70 B12**

www.monash.vic.gov.au

Note: There are 4 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: 847 sq. m

Perimeter: 146 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.

8 overlapping dimension labels are not being displayed

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](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 PS826090	1\PS826090
B	Lot 2 PS826090	2\PS826090
C	Lot 3 PS826090	3\PS826090
D	Lot 4 PS826090	4\PS826090

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **OAKLEIGH**

Energy,
Environment
and Climate Action

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.

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>

The map displays a grid of land parcels, each labeled with a fraction representing its area. The highlighted parcel 3/60 is located in the central part of the map. The surrounding parcels include 56, 58, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.



Selected Property

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 12 May 2025 03:48 PM

PROPERTY DETAILS

Address: **3/60 EDINBURGH STREET CLAYTON 3168**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **MONASH**

www.monash.vic.gov.au

Council Property Number: **275887**

Planning Scheme: **Monash**

[Planning Scheme - Monash](#)

Directory Reference: **Melway 70 B12**

This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **OAKLEIGH**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**

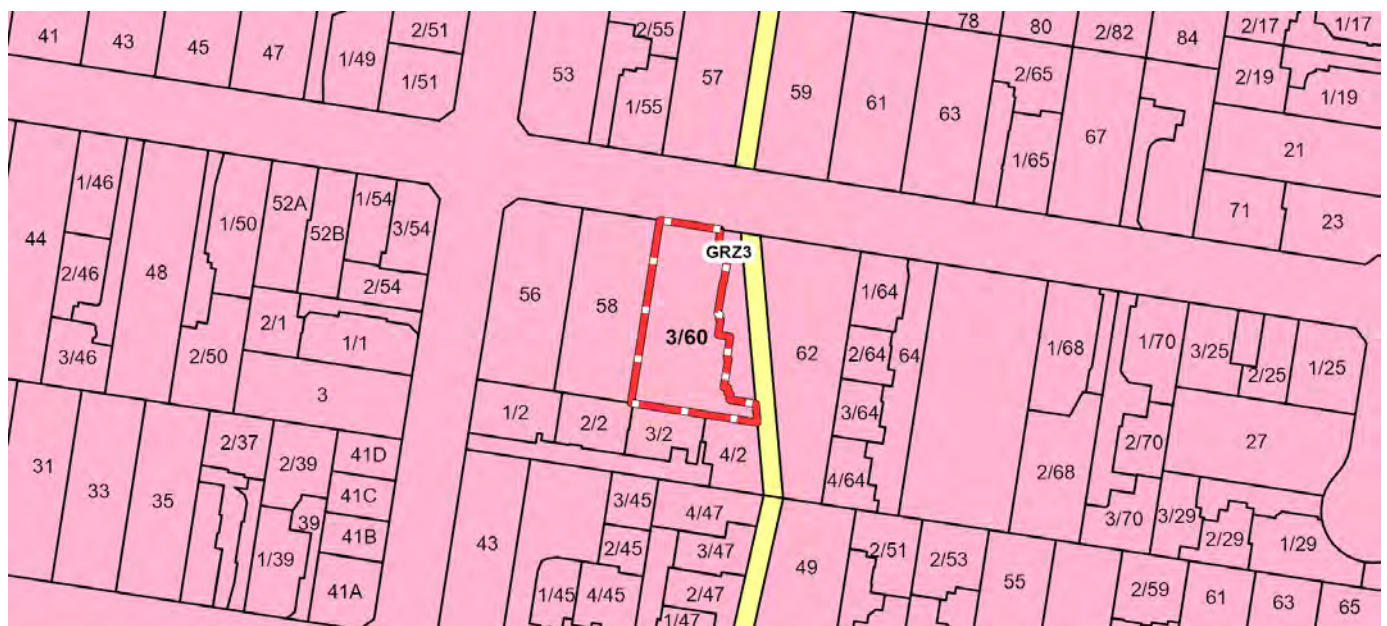
Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

PUZ1 - Public Use-Service and Utility

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

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

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

PLANNING PROPERTY REPORT: 3/60 EDINBURGH STREET CLAYTON 3168

Page 1 of 4

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO16 SCHEDULE (SCO16)



Further Planning Information

Planning scheme data last updated on 08 May 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Property Information Certificate

Regulation 51(1)

Your Ref: **76741060-017-5:59125**

Our Ref: CERT1 No. **83528**

12-May-2025

PROPERTY: 3/60 Edinburgh Street CLAYTON VIC 3168

Thank you for your request for property information relating to the above property address.

Building Permit Details:

Building Permits, Occupancy Permits and Certificates of Final Inspection issued in preceding 10 years are as follows:

Application Number	Permit Date	Application Status	Issued By:
194173/0	01-Mar-2019	OP / CFI Issued - Filed	Mohamed Zeydan BS-U 44190
Application Description: Demolition of dwelling and construction of 4x 2 storey dwellings. 44190/190016/0			
Occupancy Permit Date:		25-May-2020	
Certificate of Final Inspection Date:			

Notices/Orders:

There are no current Notices or Orders issued by Council under the Building Act or Building Regulations.

There are no current Notices or Orders issued by a private surveyor under the Building Act or Building Regulations, of which Council is aware.

Smoke Detectors:

All dwellings/units are required to be fitted with self-contained smoke alarms in accordance with Regulation 145 of the Building Regulations 2018.

Swimming Pools & Spas:

The property owner is responsible for providing and maintaining pool/spa barriers in accordance with the Building Regulations 2018. Your pool can be inspected and a Certificate of Compliance issued on request – a fee is applicable. Swimming pools/spas that don't comply may incur a fine and/or a Building Notice.

Part 5 – Siting

Part 5 of the Building Regulations 2018 applies to the construction of a Class 1 or 10 building on this allotment. Scheduled variations to Regulations 74, 75, 76, 77, 79, 80, 86 and 89 apply within the City of Monash.

City Planning Support Team



Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Certificate No: AIBWCI1454902

Date of Issue: 25 February 2019

Brocon Group Pty Ltd ATFT Brocon Group Trust t/as Stockwood Building Group
19-21 NORMANBY ROAD
NOTTING HILL
VIC 3168

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under section 135 of the Building Act 1993 namely Builders Home Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Business Name: Brocon Group Pty Ltd ATFT Brocon Group Trust t/as Stockwood Building Group

ABN/ACN No: 35167190969

VBA Company Registration Number: CDB-U 59119

Practitioner Name: SAM BROCCIO (DB-U 1187)

DETAILS OF WORKS

Building Owner (The Insured): Frans Hanjaya

Site Address: Unit 3, 60 Edinburgh St, Clayton VIC 3168

Description of Works: Residential - New Build

Fixed Price Contract Dated: 21 February 2019

Declared Contract Price: \$310,500

Estimated Start Date: 1 April 2019

Estimated Completion Date: 14 May 2020

Building Surveyor Singh Consulting (ph. 9653 6490) BS-U44190

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in this to the Building Owner.

Signed for and on behalf of the Insurer:

Gregor Pfitzer, Chief Executive Officer, Assetinsure Pty Ltd

NOTE: IN THE EVENT OF THIS PROPERTY BEING SOLD TO A SUBSEQUENT OWNER, ANY CLAIMS PAID UNDER THIS POLICY SHOULD BE DECLARED TO THE SUBSEQUENT PURCHASERS.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Katsu Lawyers
1/114-116 Auburn Road
HAWTHORN 3122

Client Reference: 252499

NO PROPOSALS. As at the 21th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 3 60 EDINBURGH STREET, CLAYTON 3168
CITY OF MONASH

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: 21th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76741060 - 76741060153154 '252499'