



KAINE ANDREW REYNOLDS

CONTRACT OF SALE

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Contract of sale of land

Property: 310/300 MIDDLEBOROUGH ROAD, BLACKBURN 3130



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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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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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

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Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

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

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not 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

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

KAINE ANDREW REYNOLDS

State nature of authority, if applicable:

Not 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: O'Brien Real Estate
Address:
Email: anthony.molinaro@obrienrealestate.com.au
Tel: Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: KAINE ANDREW REYNOLDS
Address: 2 Webb Street, Burwood, Vic, 3125
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Hill Legal
Address: 22A Milgate Drive, Mornington, Vic, 3931
Email: cheryl.hill@hilladvisers.com.au
Tel: 03 5976 6500 Mob: Fax: Ref: CHE:10875

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

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: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>

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:

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box

is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding further 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*

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.

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- 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:
- 21 days have elapsed since the day of sale; and
 - 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:
- 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
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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:
- must not exceed 10% of the price; and
 - 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:
- the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - there are no debts secured against the property; or
 - 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
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - 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:
- decide if an amount is required to be paid or the quantum of it, or
 - 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:
- 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
 - 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:
- 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
 - 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:
- personally, or
 - by pre-paid post, or
 - 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
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - 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.



KAINE ANDREW REYNOLDS

VENDORS STATEMENT

Property: Unit 310, 300 Middleborough Road, Blackburn, Vic, 3130

Hill Legal
Lawyers
22A Milgate Drive
Mornington Vic 3931
Tel: (03) 5976 6500
Fax: (03) 5976 4926
DX 93114 Mornington
Ref: CHE : 10875

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	310/300 MIDDLEBOROUGH ROAD, BLACKBURN 3130	
Vendor's name	KAINE ANDREW REYNOLDS	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

*Is in the attached copies of title document/s.

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

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:

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*

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

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

Not applicable.

8. **SERVICES**

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. **DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not applicable.

12. **DUE DILIGENCE CHECKLIST**

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

13. **ATTACHMENTS**

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

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

sections)

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

Register Search Statement Volume 11452 Folio 462
Plan of Subdivision No 641153X
Covenants x 2
Owners Corporation Search Report
Whitehorse City Council Land Information Certificate
Yarra Valley Water Information Statement
Owners Corporation Certificate
Land Tax Certificate
Occupancy Permit
Property report as to zoning
Due Diligence Checklist

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

VOLUME 11452 FOLIO 462

Security no : 124089575646V
Produced 29/04/2021 08:20 AM

LAND DESCRIPTION

Lot 310 on Plan of Subdivision 641153X.

PARENT TITLES :

Volume 08313 Folio 109 to Volume 08313 Folio 110

Volume 08313 Folio 112 Volume 08351 Folio 501

Volume 08375 Folio 180 to Volume 08375 Folio 181

Volume 08434 Folio 920 Volume 08555 Folio 604

Created by instrument PS641153X 18/10/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

KAINE ANDREW REYNOLDS of 10 PENRHYN AVENUE GLEN IRIS VIC 3146
AK968571V 18/03/2014

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part A468975

COVENANT as to part A890436

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 PS641153X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 310 300 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS641153X

DOCUMENT END

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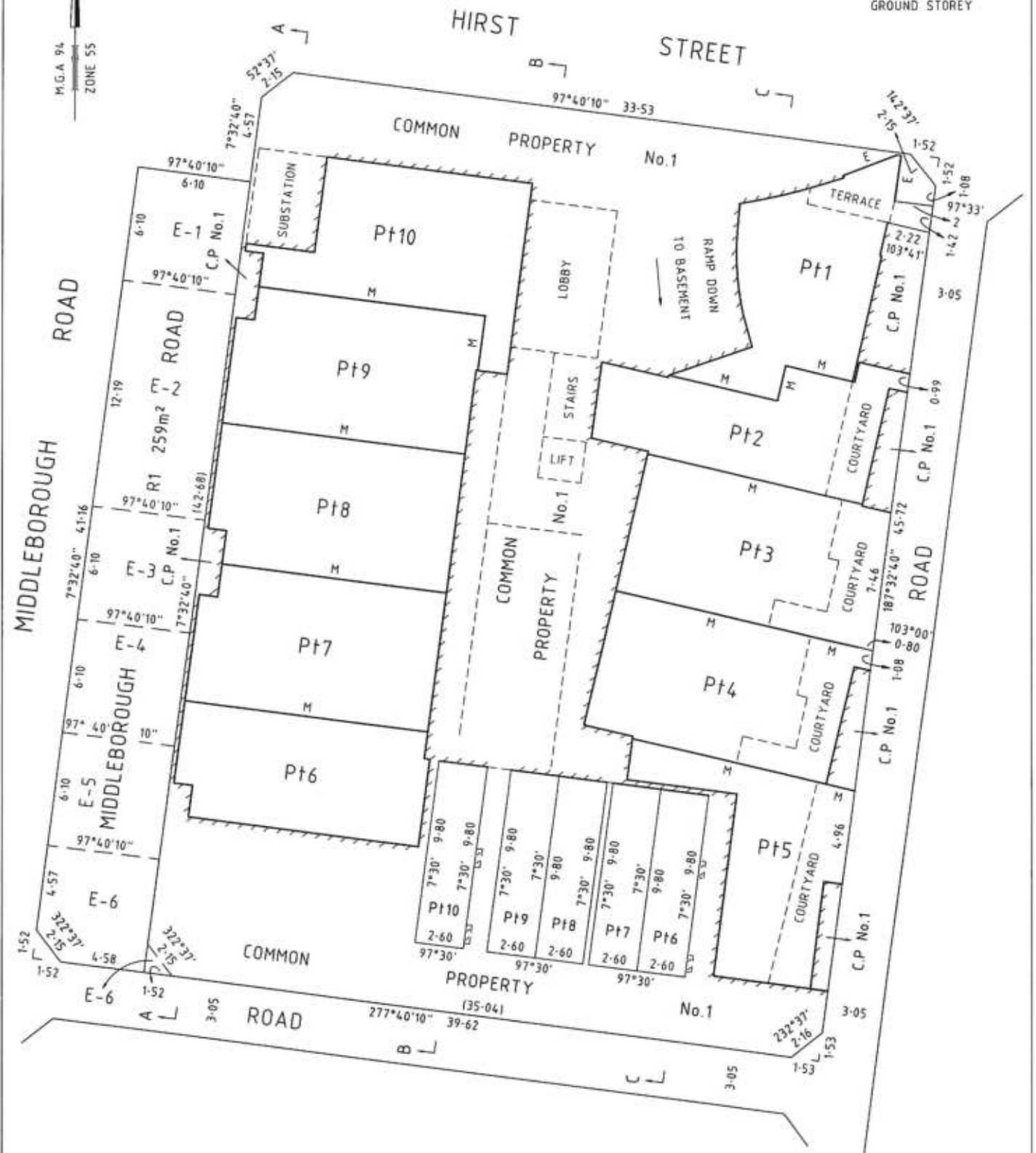
Signed by Council: Whitehorse City Council, Council Ref: WH/2012/349, CRT/5226 PS, Original Certification: 05/09/2013, S.O.C.: 05/09/2013

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS641153X	
LOCATION OF LAND PARISH NUNAWADING TOWNSHIP - SECTION 86 (PART) CROWN ALLOTMENT - CROWN PORTION - TITLE REFERENCES VOL.8313 FOL.109 VOL.8434 FOL.920 VOL.8313 FOL.110 VOL.8555 FOL.604 VOL.8351 FOL.501 VOL.8375 FOL.181 VOL.8313 FOL.112 VOL.8375 FOL.180 LAST PLAN REFERENCE LOT 1 ON TP333416W & LOTS 2 TO 8 ON LP13966 POSTAL ADDRESS 298-310 MIDDLEBOROUGH ROAD (AT TIME OF SUBDIVISION) BLACKBURN, 3130 MGA CO-ORDINATES E 336 029 ZONE 55 (APPROX. CENTROID) N 5 811 438 GDA 94		COUNCIL NAME: WHITEHORSE CITY COUNCIL		
		NOTATIONS		
		BOUNDARIES SHOWN AS CONTINUOUS THICK LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN OF WALL: BOUNDARIES MARKED 'M' VERTICAL PROJECTION OF THE EXTERIOR FACE OF THE CONCRETE SLAB OF BALCONY: BOUNDARIES MARKED 'E' FACE OF WALL, CEILING, DOOR OR WINDOW : ALL OTHER BOUNDARIES HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, CEILING, DOOR OR WINDOW IS CONTAINED IN THAT PARCEL SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGULATIONS 2011 APPLY LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF OWNERS CORPORATION INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. COMMON PROPERTY No.1 CONSISTS OF ALL THE LAND IN THIS PLAN EXCEPT FOR LOTS 1 TO 10, 101 TO 115, 201 TO 216 & 301 TO 313 & IT INCLUDES THE STRUCTURE OF THOSE WALLS, FLOORS, SLABS, CEILINGS, WINDOWS & DOORS WHICH DEFINE BOUNDARIES, EXCEPT FOR THOSE BOUNDARIES MARKED "M", AND ALL INTERNAL SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS SERVICE INSTALLATIONS, BEAMS & COLUMNS WITHIN THE BUILDINGS. THE POSITION OF THESE SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, SERVICE INSTALLATIONS, BEAMS & COLUMNS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS 5-10, 101, 102, 113, 115, 210-213 & 305 & 309-313 CONSIST TWO PARTS LOTS 1-4, 103-112, 114, 201-209, 214-216, 301-304 & 306-308 CONSIST OF THREE PARTS.		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
R1 ROAD	WHITEHORSE CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: THIS PLAN IS BASED ON SURVEY TO BE COMPLETED WHERE APPLICABLE: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS PM465 AND PM466 BUT IS NOT IN A PROCLAIMED SURVEY AREA. THIS IS A SPEAR PLAN STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO.				
EASEMENT INFORMATION				
LEGEND E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	CARRIAGEWAY	6-10	INST.B525176	CITY OF NUNAWADING
E-2	CARRIAGEWAY	6-10	INST.B563960	CITY OF NUNAWADING
E-3	CARRIAGEWAY	6-10	C/E B446004	CITY OF NUNAWADING
E-4	CARRIAGEWAY	6-10	C/E B406326	CITY OF NUNAWADING
E-5	CARRIAGEWAY	6-10	C/E B549337	CITY OF NUNAWADING
E-6	CARRIAGEWAY	SEE DIAGRAM	C/E B530990	CITY OF NUNAWADING
BARKER MONAHAN A.C.N. 005 394 865 SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT ROAD, PRESTON 3072 P.O. BOX 2546 REGENT WEST 3072 TELEPHONE 9478 6133 FAX 9470 5189 EMAIL: survey@barkermonahan.com.au		DIGITALLY SIGNED BY LICENSED SURVEYOR: DAVID JOHN MONAHAN DIGITALLY SIGNED REF. 12695 COMPUTER FILE: 2695SH1.DWG		SHEET 1 OF 9 SHEETS PLAN REGISTERED: 19/10/2013 TIME: 10.43 PM BILL SKALITSIS ASSISTANT REGISTRAR OF TITLES
		VERSION 06 DATE: 26/07/2013		

PLAN OF SUBDIVISION

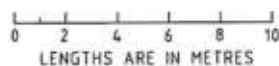
PS641153X

DIAGRAM 1
GROUND STOREY



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TELEPHONE 9478 6133 FAX 9476 5189
EMAIL: survey@barkermonahan.com.au

SCALE



ORIGINAL
SCALE
1:200

SHEET 2

ORIGINAL SHEET SIZE: A3

DIGITALLY SIGNED BY LICENSED SURVEYOR, DAVID JOHN MONAHAN

REF. 12695
COMPUTER FILE: 26955H2.DWG

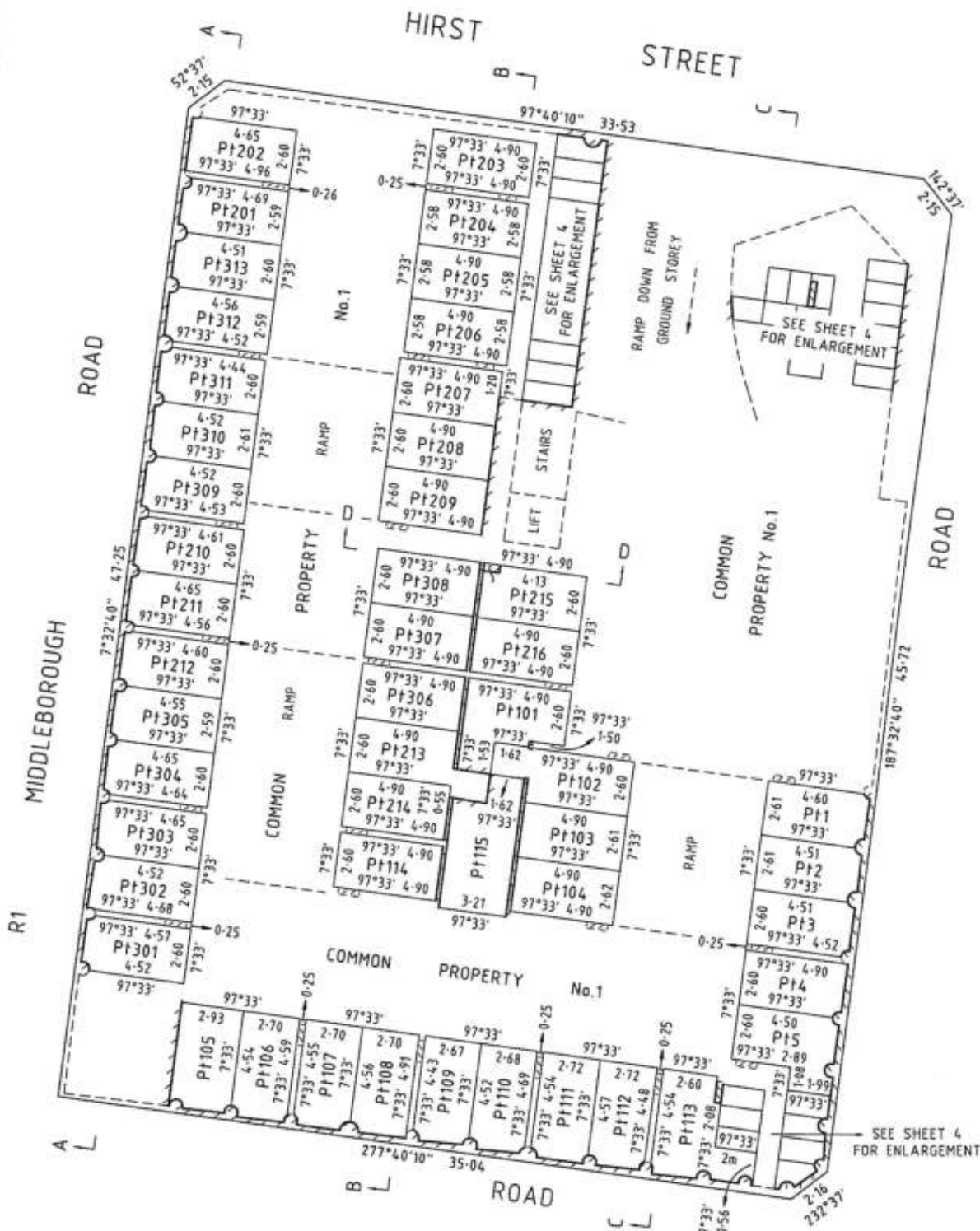
VERSION 06
DATE: 26/07/2013

WHITEHORSE CITY COUNCIL

PLAN OF SUBDIVISION

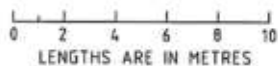
PS641153X

DIAGRAM 2
BASEMENT



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SCALE



ORIGINAL
SCALE
1:200

SHEET 3

ORIGINAL SHEET SIZE: A3

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VERSION 06
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PLAN OF SUBDIVISION

PS641153X

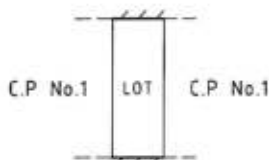
DIAGRAM 3
BASEMENT
(STORAGE LOTS)



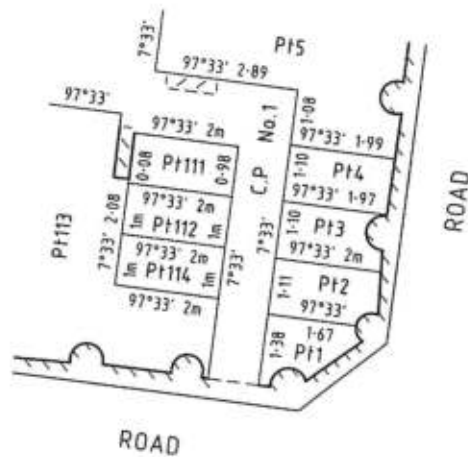
HIRST STREET



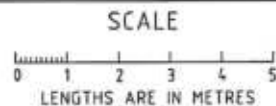
TYPICAL ELEVATION
(STORAGE LOT)



LOTS Pt1-Pt4, Pt103-Pt112, Pt114,
Pt201-Pt209, Pt214-Pt216,
Pt301-Pt304 & Pt306-Pt308



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ORIGINAL
SCALE
1:100

SHEET 4
ORIGINAL SHEET SIZE: A3

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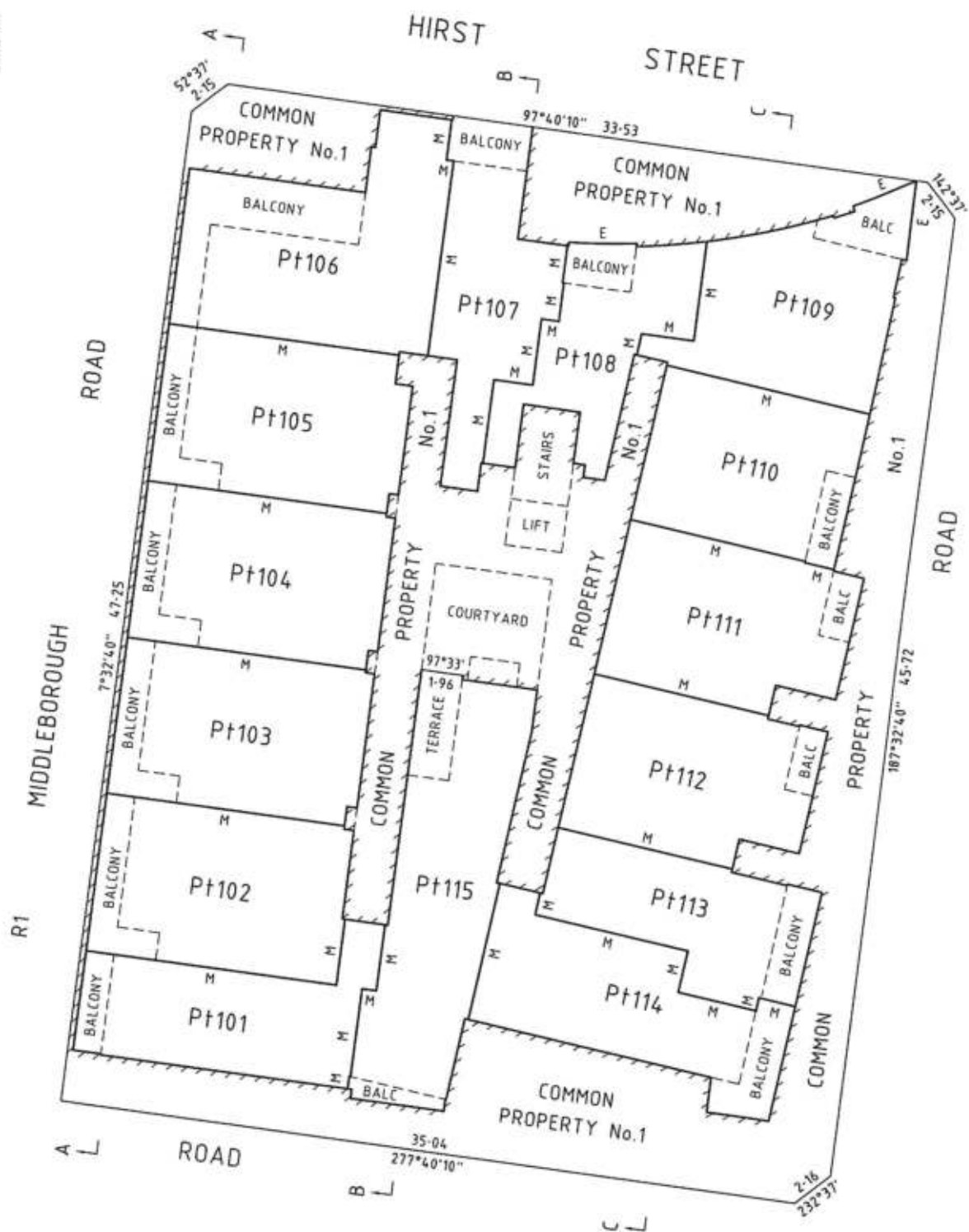
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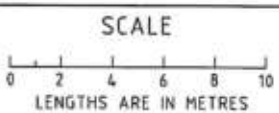
PLAN OF SUBDIVISION

PS641153X

DIAGRAM 4
FIRST STOREY



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ORIGINAL SCALE
1:200

SHEET 5
ORIGINAL SHEET SIZE: A3

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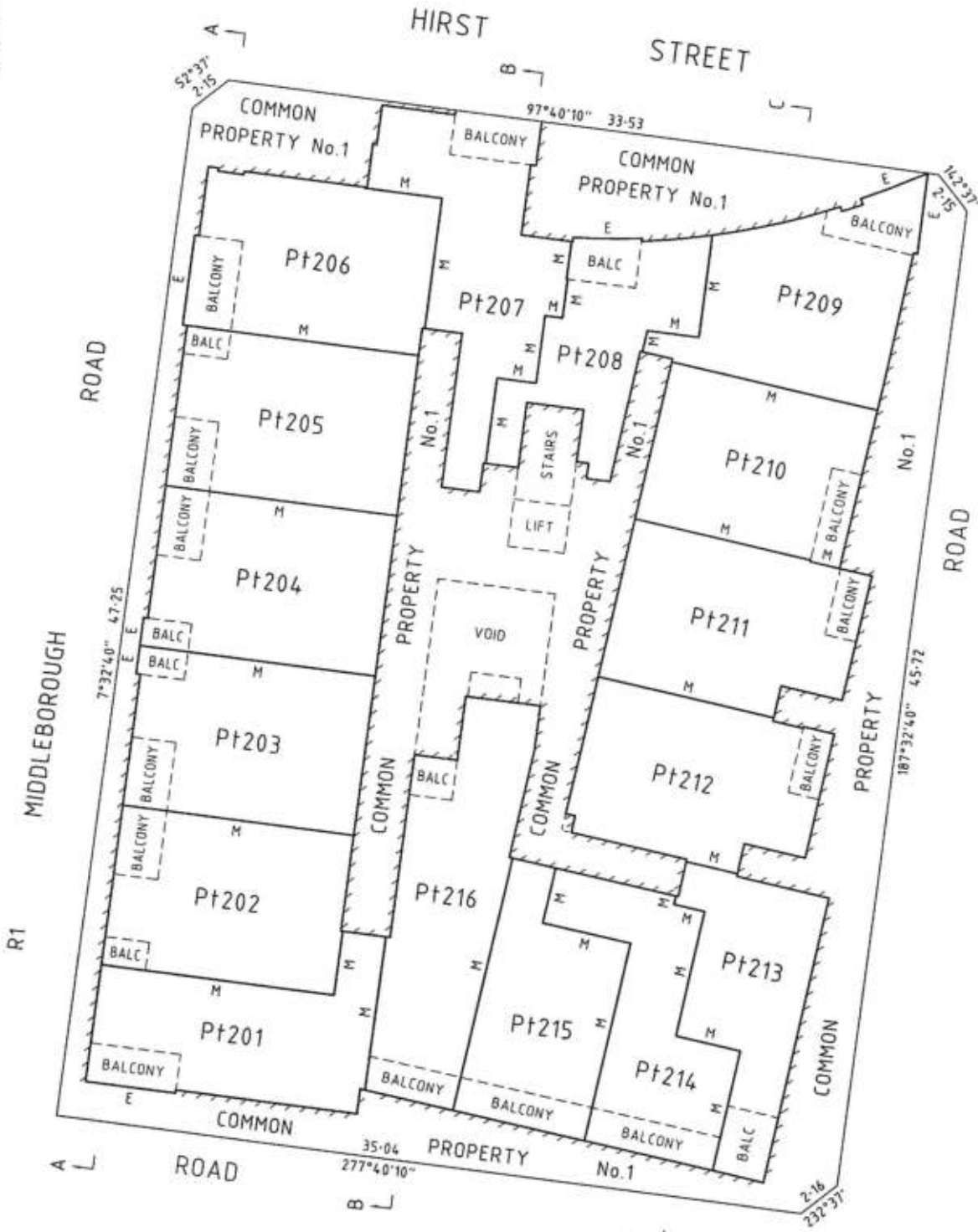
VERSION 06
DATE: 26/07/2013

WHITEHORSE CITY COUNCIL

PLAN OF SUBDIVISION

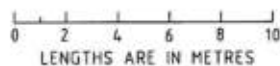
PS641153X

DIAGRAM 5
SECOND STOREY



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TELEPHONE 9478 6133 FAX 9476 5189
EMAIL survey@barkermonahan.com.au

SCALE



ORIGINAL SCALE
1:200

SHEET 6

ORIGINAL SHEET SIZE: A3

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REF. 12695
COMPUTER FILE 2695SH6.DWG

VERSION 06
DATE: 26/07/2013

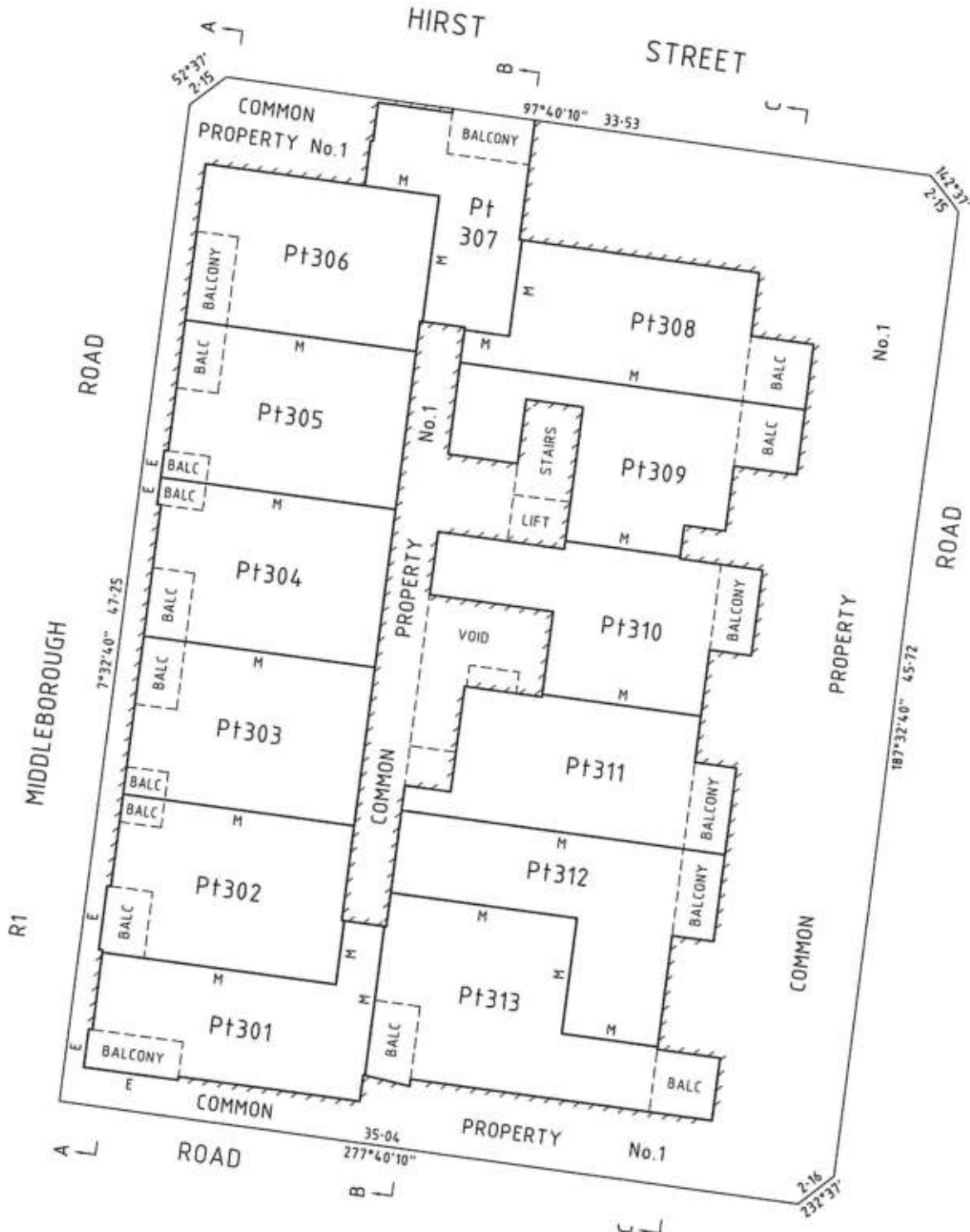
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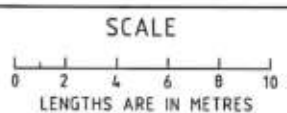
PLAN OF SUBDIVISION

PS641153X

DIAGRAM 6
THIRD & TOPMOST STOREY



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TELEPHONE 9478 6133 FAX 9470 5189
EMAIL: survey@barkermonahan.com.au



ORIGINAL SCALE
1:200

SHEET 7
ORIGINAL SHEET SIZE: A3

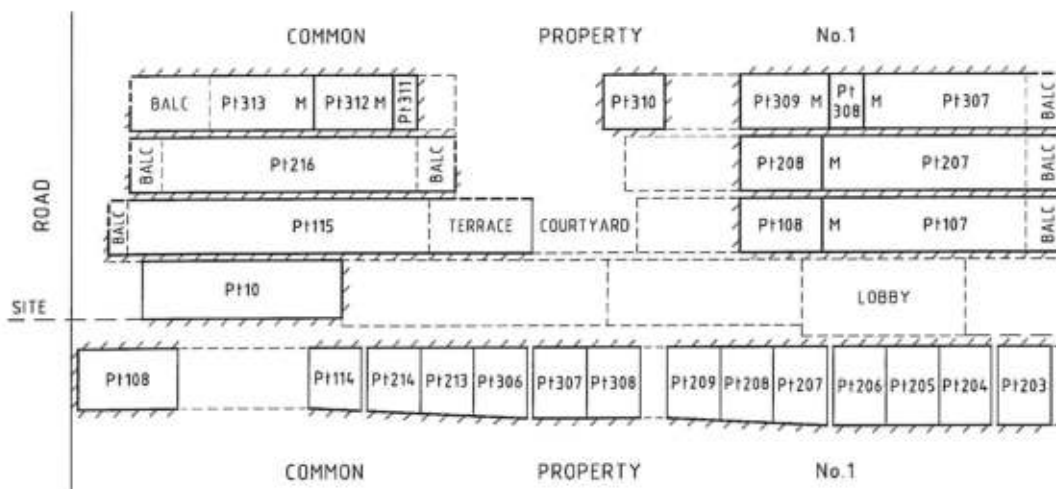
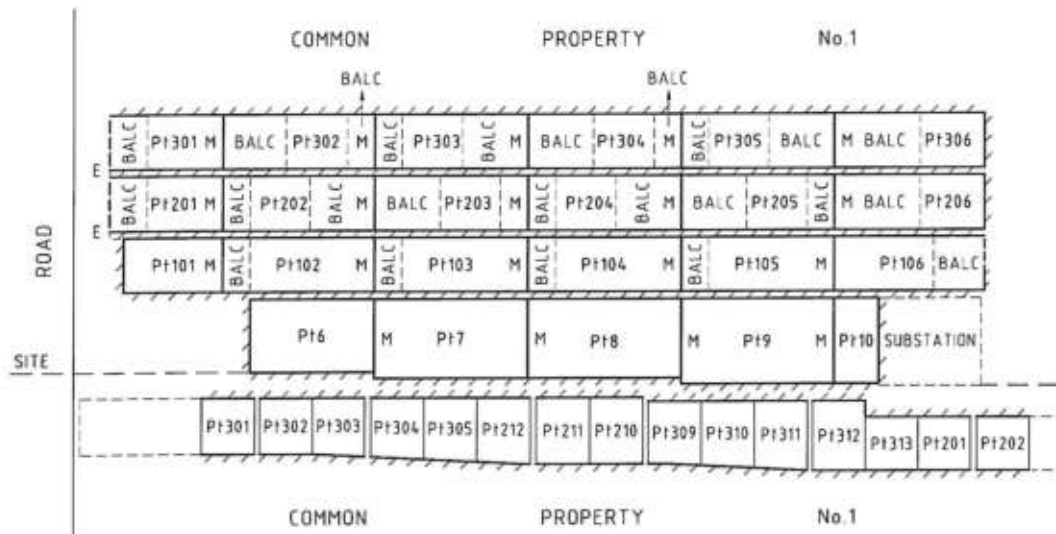
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COMPUTER FILE: 2695SH1.DWG

VERSION 06
DATE: 26/07/2013

WHITEHORSE CITY COUNCIL

PLAN OF SUBDIVISION

PS641153X



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REF. 12695
COMPUTER FILE: 2695SH8.DWG

VERSION 06
DATE: 26/07/2013

SHEET 8

ORIGINAL SHEET SIZE: A3

WHITEHORSE CITY COUNCIL

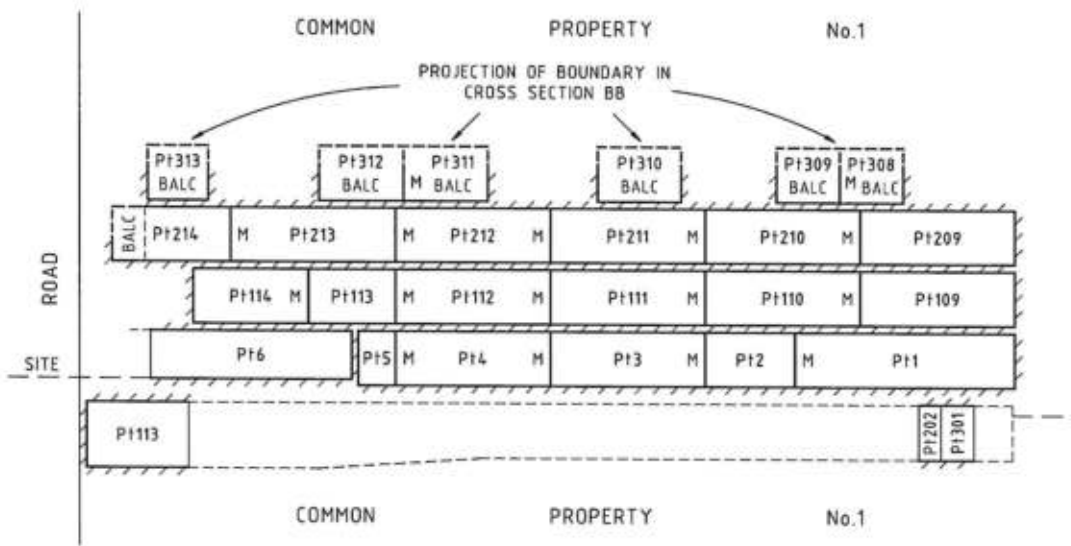
Signed by Council: Whitehorse City Council, Council Ref: WH/2012/349, CRT/5226 PS, Original Certification: 05/09/2013, S.O.C.: 05/09/2013

PLAN OF SUBDIVISION

PS641153X

CROSS SECTION C-C

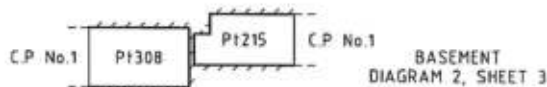
NOT TO SCALE



- THIRD & TOPMOST STOREY
DIAGRAM 6, SHEET 7
- SECOND STOREY
DIAGRAM 5, SHEET 6
- FIRST STOREY
DIAGRAM 4, SHEET 5
- GROUND STOREY
DIAGRAM 1, SHEET 2
- BASEMENT
DIAGRAMS 2 & 3
SHEETS 3 & 4

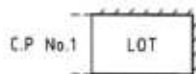
CROSS SECTION D-D

NOT TO SCALE



TYPICAL ELEVATION

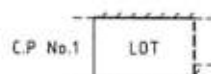
(CAR PARK)



GROUND STOREY: Pt6-Pt10
BASEMENT: Pt1-Pt5, Pt101-Pt115, Pt201, Pt202,
Pt210-Pt216 & Pt301-Pt313

TYPICAL ELEVATION

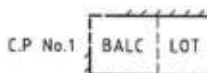
(CAR PARK)



BASEMENT: Pt207, Pt208 & Pt209

TYPICAL ELEVATION

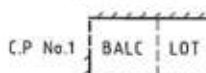
(BALCONY)



FIRST STOREY: Pt101-Pt106

TYPICAL ELEVATION

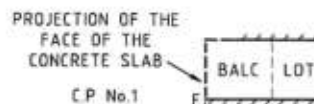
(BALCONY)



FIRST STOREY: Pt110-Pt114
SECOND STOREY: Pt201-Pt205 & Pt210-Pt215
THIRD STOREY: Pt302-Pt306

TYPICAL ELEVATION

(BALCONY)



FIRST STOREY: Pt108 & Pt109
SECOND STOREY: Pt201, Pt203, Pt204,
Pt206, Pt208 & Pt209
THIRD STOREY: Pt301, Pt302, Pt304 & Pt305

BARKER MONAHAN

A.C.N. 095 394 845
SURVEYORS, DEVELOPMENT AND
LOCAL GOVERNMENT CONSULTANTS
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P.O. BOX 2546 REGENT WEST 3072
TELEPHONE 9478 6133 FAX 9478 5189
EMAIL: survey@barkermonahan.com.au

DIGITALLY SIGNED BY LICENSED SURVEYOR: DAVID JOHN MONAHAN

REF. 12695
COMPUTER FILE: 2695SH9.DWG

VERSION 06
DATE: 26/07/2013

SHEET 9

ORIGINAL SHEET SIZE: A3

WHITEHORSE CITY COUNCIL



**Plan of Subdivision PS641153X
Concurrent Certification and Statement of Compliance
(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S025621S
Plan Number: PS641153X
Responsible Authority Name: Whitehorse City Council
Responsible Authority Reference Number 1: WH/2012/349
Responsible Authority Reference Number 2: CRT/5226 PS
Surveyor's Plan Version: version 06

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Phillip Singh
Organisation: Whitehorse City Council
Date: 05/09/2013

A890436

A890436

***14-5-0 G RT T *2-1 917559 JAN 13-60

201
1/2
220
4-26
745
K

R. G. B. SKINNER
OFFICIAL 132/20
VICTORIA

A8907650

TRANSFER OF LAND



13 JAN 1960
VICTORIA

5934-710 pt
enclosed herein
21/3/61
22. 2.1 23. 2.1

See
30/5/61

THE TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED of 401 Collins Street Melbourne
THOMAS WEIR ROWELL of San Remo and FRANCIS ALBERT ROWELL of Tooborac Graziers
being registered or entitled to be registered as the proprietors of an estate
in fee simple in the land hereinafter described subject to the encumbrances
notified hereunder IN CONSIDERATION of the sum of THREE HUNDRED AND FIFTY POUNDS
paid to them by Kazimierz Zielinski and Aleksandra Zielinski HEREBY TRANSFER to
the said KAZIMIERZ ZIELINSKI and ALEKSANDRA ZIELINSKI both of 382 Bridge Road
Richmond Shopkeepers as joint tenants All our estate and interest in ALL THAT
piece of land being Lot 5 on Plan of Subdivision No. 13966 lodged in the Office
of Titles being part of Crown Portion 86 Parish of Nunawading and being part of
the land more particularly described in Certificate of Title Volume 5934 Folio
710 AND We the said Kazimierz Zielinski and Aleksandra Zielinski DO HEREBY for
ourselves our heirs executors administrators and transferees registered proprietor
or proprietors for the time being of the land hereby transferred or any part
thereof JOINTLY AND SEVERALLY COVENANT with the said The Trustees Executors and
Agency Company Limited and the said Thomas Weir Rowell and Francis Albert Rowell
and their ~~successors~~ *their successors and transferees* and ~~administrators~~ *respective heirs executors administrators* and transferees registered proprietor or proprietors for the
time being of so much of the land comprised in the said Certificate of Title as
comprises Lots on the said Plan of Subdivision other than the land hereby trans-
ferred that no earth clay gravel or sand shall at any time hereafter be excavated
carried away or removed from the said land hereby transferred except for the
purpose of excavating for the foundations of any building to be erected thereon
and that the land hereby transferred shall not be used for the manufacture or
winning of bricks tiles or pottery ware AND it is requested that this Covenant
shall be noted and appear on every future Certificate of Title to the land
hereby transferred or any part or parts thereof as an encumbrance affecting the
same.

DATED the 14th day of December One thousand nine hundred and fifty-nine.

THE COMMON SEAL of THE TRUSTEES EXECUTORS)
AND AGENCY COMPANY LIMITED was hereto)
affixed by authority of the Board of)
Directors)

See
15/1/60

[Signature] Director
[Signature] Assistant Manager



DA890436-1-0

SIGNED in Victoria by the said
THOMAS WEIR ROWELL in the presence
of -

[Handwritten signature]

[Handwritten signature: T. Weir Rowell]

SIGNED in Victoria by the said
FRANCIS ALBERT ROWELL in the pres-
ence of -

[Handwritten signature]

[Handwritten signature]

SIGNED in Victoria by the said
KAZIMIERZ ZIELINSKI and ALEKSANDRA
ZIELINSKI in the presence of -

*[Handwritten signature: Donald Wood
Solicitor
Melbourne]*

*[Handwritten signature: K. Zielinski
A. Zielinski]*

ENCUMBRANCES REFERRED TO:





DR890436-2-6

REGISTERED
DATED 1959

*To Register of Titles
Please register under
Transfer of Title
Certificate of Title
to issue
Newly made for
Book 220
Page 13*

THE TRUSTEES EXECUTORS AND AGENCY COMPANY

LIMITED AND ORS.

to

MR. K. AND MRS. A. ZIEGLINSKI

TRANSFER OF LAND

R. G. B. SKINNER
Solicitor
111 Charles Street
PRAHRAN.

A memorandum of the within instrument
has been entered in the Register Book
Vol. 5934 Fol. 710



A468975

A468975



0A468975-1-8

13-51 444354 JUN 23-58

ABBOTT, STILLMAN & WILSON

FREEHOLD

VICTORIA

TRANSFERABLE LAND.

We, THE TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED of 401

Collins Street Melbourne, THOMAS WEIR ROWELL of San Remo and FRANCIS ALBERT ROWELL of Tooborac Graziers being registered as

the proprietors of an estate in fee simple in the land herein-after described, subject to the encumbrances notified hereunder, in consideration of the sum of SIX HUNDRED AND EIGHTY POUNDS (£680) paid to us by ALEXANDER WALTER BENNETT of 55 Kitchener Street Box Hill Builder HEREBY TRANSFER to the said Alexander Walter Bennett All our estate and interest in ALL THAT piece of land being Lot 3 and 4 on Plan of Subdivision No. 13966 lodged in the Office of Titles and being part of Crown Section 86 Parish of Nunawading County of Bourke and being part of the land comprised in Certificate of Title Volume 5934 Folio 710. And

I the said ALEXANDER WALTER BENNETT HEREBY for myself and my heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred COVENANT with the said THE TRUSTEES EXECUTORS AND AGENCY COMPANY LIMITED its successors and transferees and THOMAS WEIR ROWELL and FRANCIS ALBERT ROWELL the survivor of them and their respective heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land remaining untransferred in the said Certificate of Title (other than the land hereby transferred) that I and my heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred will not at any time excavate remove or carry away from the said land any earth, clay, gravel or sand except for the purpose of excavating for the foundations of any building to be erected thereon and further that the said land shall not be used for the manufacture or winning of bricks tiles or pottery ware AND IT IS HEREBY AGREED that this covenant shall run with the land hereby transferred and shall appear as an encumbrance on the Certificate of Title to issue



5534/-710P
Enc - COUNT
HEREIN

[Signature]
14/10/58

St. R. 20/10/58

[Signature] 28/10/58

[Signature] 3/11/58

Miss C. T. 1596694

pursuant to this Transfer.

DATED the 23rd day of December One thousand nine hundred and fifty-seven.

THE COMMON SEAL of THE TRUSTEES EXECUTORS AND AGENCY COMPANY

LIMITED was hereto affixed by Authority of the Board of Directors.

J. Arming Stewart Director.
H. Dirrwood Assistant Manager.



SIGNED by the said THOMAS WEIR

ROWELL in Victoria in the

presence of:

W. M. ...
A. ...

T. Weir

SIGNED by the said FRANCIS ALBERT

ROWELL in Victoria in the

presence of:

W. M. ...

F. Albert

SIGNED by the said ALEXANDER WALTER

BENNETT in Victoria in the

presence of:

A. P. Bennett

J. Shanahan

ENCUMBRANCES REFERRED TO

Nil.



0A468975-2-4

*10 pages in the instrument
Please refer to the instrument
of name please to the
of name please to the*

*137
10/12/20*

DATED 1957

THE TRUSTEES EXECUTORS AND
AND AGENCY COMPANY LTD

THOMAS WEIR ROWELL and
FRANCIS ALBERT ROWELL

- to -

ALEXANDER WALTER BENNETT

TRANSFER OF LAND

33

Abbott, Stillman & Wilson,
Solicitors,
422 Little Collins Street,
Melbourne.

A memorandum of the within instrument
has been entered in the Register Book
Vol. 5934 Fol. 710

B. H. Jones
Assistant Registrar of Titles

MA



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6308
TTY: (03) 9262 6325
TIS: 131 540

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 4642

Date of Issue: 29 April 2021

Applicant's Reference: 48105483-016-2:23297

LANDATA

2 Lonsdale Street
MELBOURNE VIC 3000

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

Assessment Number: 10047132	Check Digit: 5
Property Description: Lot 310 PS 641153X	
Property Address: 310/300 Middleborough Road, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2020 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2020.

Site Value:	\$67,000
Capital Improved Value:	\$425,000
Net Annual Value:	\$21,250

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

DECLARED BY COUNCIL 22 JUNE 2020

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2021

General Rates	728.30
FSPL Fixed Charge	113.00
FSPL Variable Rate	22.95
TOTAL CURRENT LEVIED	\$864.25

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$0.00

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2020/2021 rating year, due dates for instalments are 30 September 2020, 30 November 2020, 1 March 2021 and 31 May 2021. Due date for lump sum payment is 15 February 2021.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lobby-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100471325
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.



YARRA VALLEY WATER
ABN 93 069 902 331

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

29th April 2021

Cheryl Hill C/- GXS
LANDATA

Dear Cheryl Hill C/- GXS,

RE: Application for Water Information Statement

Property Address:	310/300 MIDDLEBOROUGH ROAD BLACKBURN 3130
Applicant	Cheryl Hill C/- GXS LANDATA
Information Statement	30600351
Conveyancing Account Number	7959580000
Your Reference	10875

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 266 132 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Encumbrance

Property Address	310/300 MIDDLEBOROUGH ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	310/300 MIDDLEBOROUGH ROAD BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

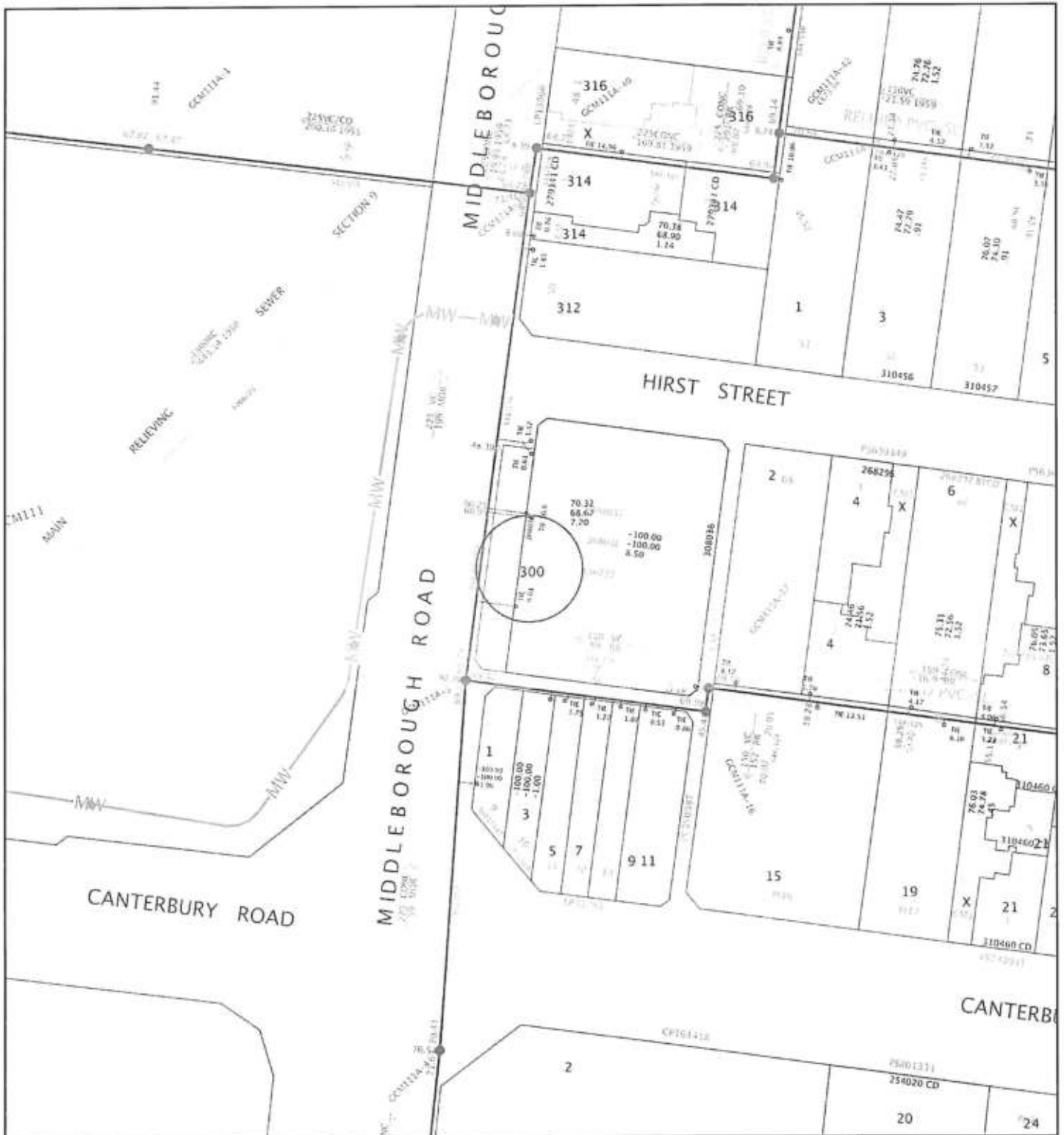
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30600351**

Address	310/300 MIDDLEBOROUGH ROAD BLACKBURN 3130
Date	29/04/2021
Scale	1:1000



**Yarra
Valley
Water**

ABN 93 066 902 501



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

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



YARRA VALLEY WATER
ABN 93 066 332 901

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Cheryl Hill C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8000266398
Rate Certificate No: 30600351

Date of Issue: 29/04/2021
Your Ref: 10875

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 310/300 MIDDLEBOROUGH RD, BLACKBURN VIC 3130	310\PS641153	5072924	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2021 to 30-06-2021	\$19.47	\$19.47
Residential Water Usage Charge <i>Step 1 – 32.000000kL x \$2.64460000 = \$84.63</i> Estimated Average Daily Usage \$0.94	21-01-2021 to 21-04-2021	\$84.63	\$82.63
Residential Sewer Service Charge	01-04-2021 to 30-06-2021	\$114.24	\$114.24
Residential Sewer Usage Charge <i>32.000000kL x 0.699301 = 22.377622 x 0.900000 = 20.139860 x \$1.14260000 = \$23.01</i> Estimated Average Daily Usage \$0.26	21-01-2021 to 21-04-2021	\$23.01	\$23.01
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-04-2021 to 30-06-2021	\$26.02	\$26.02
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$265.37
	Total Due		\$265.37

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.

2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ASN 93 066 302 901

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5072924

Address: APT 310/300 MIDDLEBOROUGH RD, BLACKBURN VIC 3130

Water Information Statement Number: 30600351

HOW TO PAY



Billers Code: 314567
Ref: 80002663986



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

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5072924

Address: APT 310/300 MIDDLEBOROUGH RD, BLACKBURN VIC 3130

Water Information Statement Number: 30600351

Cheque Amount: \$

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

OC Number	PS641153X
Property	300 Middleborough Rd, Blackburn VIC 3130, Australia
Vendor	
Purchaser	
Application Date	
Reference	
This certificate is issued for lot 310 Plan No. PS641153X	

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

IMPORTANT:

The information in this certificate is issued on date of generate 12-05-2021. To the best of our knowledge the information above is correct at the date shown but is subject to change daily.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- The current annual fees for the lot are \$2,868.76, as follows:

Due Date	01/02/2021	01/05/2021	01/08/2021	01/11/2021
Amount	\$717.19	\$717.19	\$717.19	\$717.19

(The annual contribution fee is subject to change depending on the budget set for the year.)

(b) The date up to which the fees for the lot have been paid is :30/07/2021

- The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	0.00	Admin Amount Owing	0.00
Interest Due	0.00	Interest Due	0.00
Opening Balance Due	0.00	Opening Balance Due	0.00
Total Levies Due	0.00	Total Levies Due	0.00

- The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Amount	Details

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB:	183-334
Account Number:	205259245
Lot Reference:	310

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0012782	Type: Residential	Broker:
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$39,822.18	Paid On Date: 23/07/2020
Policy Start Date: 23/07/2020	Next Due Date: 23/07/2021	
Building	Cover Amount: \$20,741,656.00	Excess Amount: Standard \$2,500.00 Fire \$10,000.00
Catastrophe Insurance	Cover Amount: \$0.00	Excess Amount: NA
Common Area Contents	Cover Amount: \$58,482.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Fidelity Guarantee	Cover Amount: \$100,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Legal Expenses	Cover Amount: \$50,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Loss of Rent	Cover Amount: \$3,020,629.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Lot Owners Fixtures & Improvements	Cover Amount: \$250,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Machinery Breakdown	Cover Amount: \$20,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Office Bearers Liability	Cover Amount: \$100,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Public Liability	Cover Amount: \$10,000,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Audit Fees	Cover Amount: \$25,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00
Appeal Expenses	Cover Amount: \$100,000.00	Excess Amount: Standard \$500.00 Fire \$10,000.00

(g) 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

(h) The total funds held by the owners corporation as at 11-05-2021

Administrative Fund	Maintenance Fund	Unallocated Balance	Total
\$ 69,931.02	\$0.00	\$0.00	\$69,931.02

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

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

If so, then provide details: NONE TO THE BEST OF MY KNOWLEDGE

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

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with Campbell Corporate Services

(l) 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:

There are no notices or orders as at 12-05-2021

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

If so, then provide details: **NONE TO THE BEST OF MY KNOWLEDGE**

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minute of the last annual general meeting of the owners corporation

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT

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

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

Date: 12-05-2021

This owners corporation certificate was prepared by:



Lucas Taylor
4 / 596 North Rd Ormond VIC 3204
Ph. 03 9575 8000 Fax: 03 9578 2246
lucas@campbellcs.com.au

Common Seal of Plan No 725899A



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

Owners Corporations Regulations 2018 Reg. 17
STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

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

Owners Corporations Regulations 2018
S.R. No. 154 /2018
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 his or her 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.

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 his or her 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**.

**OWNERS CORPORATION PS 641153X
300 MIDDLEBOROUGH ROAD BLACKBURN**

SPECIAL REGULATIONS

(In addition to Owners Corporation Act 2006 and Regulations 2007)
These rules apply legally to all owners / occupiers/ agents of this property.

1. HEALTH SAFETY AND SECURITY.

1.1 Health, safety and security of lot owners, occupiers of lots and others.

A lot owner / occupier / agent must not use the lot, or permit it to be used, so as to cause a hazard / harm to an owner or 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 / occupier /agent of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable 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

- (1) An owner / occupier / agent of a lot must ensure that the disposal of garbage or hard waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots.
- (2) Rubbish bags must be securely tied and care should be taken when transporting rubbish bags via the lift to ensure that spills do not occur.
- (3) An owner / occupier / agent of a lot must not place or store any garbage, refuse, recycling material or hard waste anywhere on the common property except in the appropriate bins located in the designated area for collection in conformity with hygiene regulations of the Local Authority. This includes leaving garbage or hard waste outside a unit door, in corridors, walkways, car parking bay or on the property's nature strip.
- (4) All costs associated with the removal of such garbage or hard waste will be on forwarded to the Lot Owner.

1.4 Smoking

- (1) An owner / occupier / agent of a lot must not smoke or permit to be smoked any tobacco or other combustible matter in the basement car park or bin corral or any where on the common property including foyers, lifts, stairwells, walkways and passages;
- (2) An owner / occupier / agent of a lot must not dispose of any cigarette butts or other combustible matter in the basement car park or bin corral or any where on the common property including foyers, lifts, stairwells, walkways and passages;

2. MANAGEMENT AND ADMINISTRATION

2.1 Metering of services and apportionment of costs of services.

- (1) The Owner's Corporation must not seek payment or reimbursement for a cost or charge from a Lot owner / occupier / agent that is more than the amount that the supplier would have charged the Lot owner / occupier /agent for the same goods or services.
- (2) If a supplier has issued an account to the Owner's Corporation, the Owner's Corporation cannot recover from the Lot owner / occupier /agent 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 / occupier / agent from the relevant supplier.
- (3) Sub rule (2) does not apply if the concession or rebate –
 - (a) must be claimed by the Lot owner / occupier / agent and the Owners Corporation has given the Lot owner / or occupier / agent an opportunity to claim it and the Lot owner / occupier / agent has not

done so by the payment date set by the relevant supplier; or
(b) Is paid directly to the Lot owner / occupier / agent as a refund.

2.2 Charging of interest.

- (1) The Owner's Corporation has resolved as per Section 31 of the regulations to charge penalty interest and collection fees for fees outstanding more than 28 days from date of notice.
- (2) The Owner's Corporation has resolved to recover fees by application for an order through VCAT as per Section 163-2 of the regulations and all costs associated will be on forwarded to the Lot owner.
- (3) As per Schedule 3, Regulation 12, Owners Corporation Regulations 2007 – Lot Liability represents the share of owners corporation expenses that each Lot owner is required to pay. Late payment of fees will incur debt collection letter charges after issue of Final Fee Notice.

3. USE OF COMMON PROPERTY

3.1 Use of common property

- (1) An owner / occupier / agent 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 / occupier / agent of a lot must not, without the written approval of the Owner Corporation, use for his or her own purposes the garden as any portion of the common property.
- (3) An approval under sub-rule (2) may state a period for which the approval is granted.
- (4) Any owner / occupier / agent of a lot must not use or permit to use any part of the common property other than in compliance with any regulations which from time to time may have been promulgated by the Owners Corporation for use of such common facilities.
- (5) Any owner / occupier wanting to keep a pet onsite, must seek permission from the Owners Corporation via way of a Postal Ballot requiring 75% of the owners to vote in favour. All associated cost i.e. preparation of a Postal Ballot etc, is to be at the owners' / occupiers expense, regardless of the motion carried.
- (6) If the Owner's Corporation having followed the complaint process, 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 / occupier who is keeping the animal.
- (7) An owner / occupier of a lot who is keeping an animal that is the subject of a notice under Sub rule (5) must remove that animal immediately
- (8) Sub rules (5) and (6) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

- (1) An owner / occupier / agent 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 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.
 - (d) In any parking area designated as visitors parking without prior written approval by the Owners Corporation.
- (2) An owner / occupier / agent of a lot must not wash or clean or permit to be washed or cleaned any motor vehicle or other item anywhere in or on the common property or in or on any lot located in the basement;
- (3) Vehicle parking spaces must be kept clear of oil spills. Cleans will be arranged by the Owners Corporation if spills are not cleaned. A cleaning charge applies and will be invoiced to the Lot Owner.
- (4) An owner / occupier of a commercial lot or their agent must ensure that all vehicle parking requirements for the lot abides by and conform with the DPCD Victoria Planning Scheme – Section 52.06 as they apply from time to time.

3.3 Damage to common property.

- (1) An owner / occupier / agent of a lot must not damage or alter the common property.
- (2) An owner / occupier / agent of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owner's Corporation.
- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for which the approval is subject.
- (4) An owner or person authorized 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 sub rule (4) must keep any device, screen or barrier installed in good order and repair.

- (6) An owner / occupier / agent of a lot must not install without the written permission of the Owners Corporation any equipment or apparatus of any kind (including, but not limited to), any blind, light fitting, awning, air conditioning unit, hot water system, antenna or satellite dish) which
- (a) extends outside the boundaries of a lot; or
 - (b) is located on any balcony; or
 - (c) protrudes from any building or balcony forming part of a lot;
- (7) An owner / occupier / agent of a lot must not disregard security rules by leaving security gates and doors open unless fully supervised when moving furniture etc.

3.4 Signage

- (1) An owner / occupier of a lot or their agent must not erect a sign or hoarding on the common property advertising the lot for sale or lease without the written consent of the Owners Corporation first having been obtained and must comply with the guidelines of the Owners Corporation.
- (2) An owner / occupier of a commercial lot or their agent must ensure that all advertising requirements for the lot abides by and conform with the DPCD Victoria Planning Scheme – Section 52.05 as they apply from time to time

3.5 Movement in and Vacating the Premises.

- (1) An owner or occupier of a lot must observe the following procedures when moving furniture and bulky items into or out of the building:
- (a) Must not do so on a Sunday; and
 - (b) Must always enter and exit via the car park; and
 - (d) Must use lift guards when using the elevator.
- (f) An owner / occupier / agent of a lot will be responsible for making good any damage caused to common property when moving furniture and bulky items into and out of the building. Costs for restoration of any damages caused will be on forwarded to the owner / occupier / agent of a lot.

4. LOTS

4.1 Change of use of lots.

- (1) An owner / occupier / agent of a lot must give written notification to the Owner's Corporation if the owner / occupier / agent changes the existing use of the lot in a way that will affect the insurance premiums for the Owner's 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.

- (2) An owner / occupier / agent of a lot must not use or permit to be used any part of the member's parking lot for storage unless such storage is contained within the caging provided.

5. BEHAVIOUR OF PERSONS

5.1 Behaviour of invitees on common property.

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

5.2 Behaviour of owners or occupiers of a lot.

An owner / occupier of a lot must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person owner / occupier of a lot.

5.3 Use of a Lot.

An owner / occupier / agent must not use or permit use of a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the property, or may cause a nuisance or hazard to any other member or occupier of any lot or to the families or visitors of any such members or occupier.

5.4 Noise and other nuisance control.

- (1) An owner / occupier of a lot, or a guest of an owner / 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) Sub rule (1) does not apply to the making of a noise if the Owner's Corporation has given written permission for the noise to be made
- (3) Between the hours of 11:00PM and 8:00AM
- a) Make or permit to be made any undue noise in or about in the common property or any lot affected by the Owners Corporation; or

- b) Make or permit to be made noise from music or machinery which may be heard outside the owner's lot
- (4) make any undue noise at all times when using common areas such as basement car park, bin corral and including foyers, lifts, stairwells, walkways and passages;

6. HOURS OF OPERATION

An owner / occupier of a commercial lot or their agent must abide by and conform to the opening hours / trading hours as approved in the Planning Permit or by the City Of Whitehorse By Laws as they apply from time to time

7. NEGATIVE OBLIGATIONS

An owner / occupier / agent of a lot must not :-

- (1) Interfere with the operation of any plant and equipment owned by the Owner's Corporation and installed on the common property;
- (2) Alter in any way the external façade, structural appearance, or colour of any external structure, unit or any common property;
- (3) Erect or affix any sign or notice advertising a lot for sale or lease on any part of the building or on the common property without the written approval of the Owner's Corporation;
- (4) Install without the written permission of the Owners Corporation any equipment or apparatus of any kind (including but not limited to) any blind, light fitting, awning, air conditioner unit, hot water system, antenna or satellite dish which:-
 - a. extends outside the boundaries of a lot or
 - b. Is located on any terrace or balcony or
 - c. protrudes from any building, terrace or balcony forming part of lot

Lot owners must seek permission from the Owners Corporation via way of a Postal Ballot requiring 75% of the owners to vote in favour. All associated cost i.e. preparation of a Postal Ballot etc, is to be at the owners' / occupiers expense, regardless of the motion carried.

(5) Install without the written permission of the Owners Corporation any awning or other window furnishing outside any Lot , or on the exterior of any building forming part of a Lot. Lot Owners must seek permission from the Owners Corporation via way of a Postal Ballot requiring 75% of the owners to vote in favour. All associated cost i.e. preparation of a Postal Ballot etc, is to be at the owners' / occupiers expense, regardless of the motion carried.

(6) Install any sign, device, fitting, furnishing, ornament or object which is visible from the street or from any other building which is, in the reasonable opinion of the Owners Corporation, incongruous or unsightly or may detract from the general appearance of the building. In particular, installing or replacing window treatments in any colour other than the current colour scheme. Lot owners must seek permission from the Owners Corporation via way of a Postal Ballot requiring 75% of the owners to vote in favour. All associated cost i.e. preparation of a Postal Ballot etc, is to be at the owners' / occupiers expense, regardless of the motion carried.

8. Storing goods or materials on the common property

- (1) In addition to Rule 1.2 above, an owner or occupier of a lot, or a guest of an owner or occupier, must not store on the common property or any part thereof any materials or goods unless the owners corporation first consents thereto in writing and then only on the terms and conditions in any such written consent specified:
- (2) hang any garment or article of clothing, sheet, blanket, towel or any other article on the common property or on or from the exterior of any lot;
- (3) use or permit to be used any part of the common property other than in compliance with the regulations which from time to time may have been promulgated by the Owners Corporation for use of such common facilities.

9. DISPUTE RESOLUTION.

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owner's Corporation.
- (2) The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate on, on any other party.
- (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 Owner's 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 Owner's 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 his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

(8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

10. LEVY OF SPECIAL FEES AND CHARGES FOR BREACH OF RULES

(1) An owner / occupier / agent of a lot will be charged and invoiced for time spent by the Committee and the OC Manager in attending to Breaches of the Model and Special rules.

(2) Each additional letter or breach notice required to be issued to an owner / occupier / agent of a lot regarding ongoing breaches in the rules, will incur a \$50.00 penalty, payable by the lot owner whose owner / occupant / agent is in breach

(3) A breach is an enforceable fine that may or may not affect your continuing residency / tenancy depending on the severity of the breach. The Owners Corporation has the function to take any action necessary or desirable to ensure that these regulations and rules of the Owners Corporation are complied with. Therefore the Owners Corporation will not hesitate to levy the recovery cost to serve a notice of breach to all parties and the recovery of any cost incurred to rectify a breach.

I certify that this is a true and accurate copy of the consolidated Rules as approved by the

OWNERS CORPORATION PS 641153X

Secretary

OWNERS CORPORATION PS 641153X

**OWNERS CORPORATION PS 641153X
300 MIDDLEBOROUGH ROAD BLACKBURN**

RULES OF THE OWNERS CORPORATION RULES

Pursuant to section 138 of the Owners Corporation Act 2006 and then Owners Corporation Regulations 2007

Resident to complete and return to Agent:

I certify that I have read and understood the above approved rules that legally apply to all residents of **OWNERS CORPORATION PS 641153X
300 MIDDLEBOROUGH ROADBLACKBURN**

Unit:

Date:

Signature:

Print Name:

Property Clearance Certificate

Taxation Administration Act 1997



CHERYL HILL

Your Reference: LD:48105483-012-4.10875
Certificate No: 46612554
Issue Date: 29 APR 2021
Enquiries: ESYSPROD

Land Address: UNIT 310, 300 MIDDLEBOROUGH ROAD BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40871906	310	641153	11452	462	\$0.00

Vendor: KAINE REYNOLDS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
KAINE ANDREW REYNOLDS	2021	\$67,000	\$0.00	\$0.00	\$0.00


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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$425,000
SITE VALUE:	\$67,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 46612554

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$67,000

Calculated as \$0 plus (\$67,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY 	Billier Code: 5249 Ref: 46612554
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: 46612554
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	



Occupancy permit

Building Act 1993, Building Regulations 2000
Regulation 1005
form 6

Permit number:
20110226/1

property details

No. & street/road	298-310 MIDDLEBOROUGH ROAD		
city/town/suburb	BLACKBURN		
postcode	3120		
lp/ps	TP433416W, TP655549G, TP483575K, TP483574M, TP662976A, TP652977X, TP653041E, TP652978Y	lot	parish NONAWADING
volume	8434, 8555, 8375, 8376, 8313, 8313, 8351, 8313	folio	920, 684, 181, 180, 109, 110, 601, 112
town allotment		section	
municipal district	WHITEHORSE		

building details

part of building	permitted use	BCA class	max. permissible floor live load	max. no. of people deemed accommodated
Basement level Car park	Car park	7A	NA	NA
Ground level Retail tenancies	Retail tenancies 1-5	8	3.0kPa	10 per tenancy
Ground level Car parking	Car park	7A	NA	NA
Ground level Apartments AG.01-AG.05	Apartments	2	NA	NA
Level one Apartments A1.01-A1.14	Apartments	2	2.0 kPa	NA
Level two Apartments A2.01-A2.14	Apartments	2	2.0 kPa	NA
Level three Apartments A3.01-A3.13	Apartments	2	2.0 kPa	NA

group 11 building surveyors

55/56/57 level 1
10 Northumberland Street
Blackburn Lancashire BB1 1JH
Tel: (01524) 266676
Fax: (01524) 266679
or info@group11.com.au

Occupancy Permit

Building Act 1993, Building Regulations 2005
 Regulation 1005
 Form 6
 Certificate number
 20110225/1

fire engineering alternative solutions

An alternative solution was used to determine compliance with the following

- Performance Requirements of the BCA that relate to this project:
1. To permit the retail/car parking areas of the building to have an FRL 60/60/60 in lieu of 120/- and 180/- respectively.
 2. To permit the fire rating to the sole occupancy units to be 60/60/60 in lieu of 90/90/90.
 3. To permit lightweight construction to the residential levels in lieu of concrete or masonry.
 4. To permit the distance of travel from an entrance doorway of a sole occupancy unit to an exit to exceed 12.0m.
 5. To permit the distance of travel in the basement to an exit to exceed 20.0m.
 6. To permit one exit in the basement in lieu of two.
 7. To permit a reduced head clearance to car parking bay 308.

reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

reporting authority	matter reported on	regulation
MFB	To delete the requirement of fire hose reel serving apartment and retail tenancies	1003
MFB	To allow fire hydrant shortfall to the apartment areas on the first, second and third floor levels	1003

conditions

Occupation is subject to the following conditions-

1. **Essential safety measures**
 Essential safety measures must be maintained in accordance with the maintenance requirements set in Appendix A -

OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2006

Regulation 100B

Form B

certificate number:

293102284

2. other conditions

- b. All stair treads shall maintain the non-slip finish or maintain the non-skid strip near the edge of the nosings.
- d. The building is not permitted to be occupied unless it is connected to the relevant electricity supply authority.
- e. This building is not to be used for any purpose listed in VIC Table E1.5 of the National Construction Code-Volume 1.
- f. A notice in accordance with AS 3660:2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1:2000. The notice shall indicate the method of protection, the date of installation of the system, the life expectancy where a chemical barrier is used and the installers or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

builder
 builder MAY GROUP

postal address SUITE 3, LEVEL 1, 70 LINCOLN ROAD
ESSENDON

postcode 3040

contact person TONY ARZENTI

telephone: 9374 3081 mobile _____ fax 9374 4284

details of domestic building work insurance
 the issuer or provider of the required insurance policy is
NA

policy number NA date NA

approved location for display of occupancy permit
 The approved location for display of this permit for the purposes of regulation 1007 is in the ground floor entry lobby.

occupancy permit

Building Act 1983, Building Regulations 2006
Regulation 1005
Form 6

certificate number:
20110225/1

suitability for occupation

The building to which this certificate applies is suitable for occupation.

date of inspection

date 25th day of September 2013

relevant building surveyor

Paul Raptopoulos | registration no. EG-11191

signature



date of issue 27/09/2013

building permit no. 20120084/1

building permit no. 20120084/2

building permit no. 20120084/2A

building permit no. 20120084/2B

Occupancy Permit

Building Act 1993, Building Regulations 2000

Regulation 1005

Form 0

Certificate number:

20110225/1

APPENDIX A**Essential Services Measures**

Building Fire Integrity		
Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Building elements required to satisfy prescribed fire-resistance levels	Section C Clause D1.12.	Annual inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to have fire hazard properties	Clause C1.10	Annual inspection for damage, deterioration, or unauthorised alteration to confirm no materials with potentially non-conforming fire indices have been added
Elements required to be non-combustible, provide fire protection compartmentation or separation	Clauses C2.5 to C2.14, C3.3, C3.11 Clauses D1.7, D1.8 Clause E1.3 Clause G3.4	Annual inspection for damage, deterioration, or unauthorised alteration
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	Clauses G3.4, G3.8, G3.11 Clauses D1.7, D1.8 Clause G3.8	As per AS 1851-2005 Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	Clauses C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11 and Clauses D1.7 to D1.8, D1.12	Every three months as per AS 1851-2005 Section 17 check operation of handles, closers and electronic strikes
Solid core doors and associated self-closing, automatic closing and latching mechanisms	Clause C3.11	Every three month inspection for damage, deterioration and check operation of closers, handles and electronic strikes.

Fire Protection (continued)		
Fire protection at service penetrations through elements required to be fire resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	Clauses C3.12, C3.13, C3.15	Every six months as per AS1851-2005 inspection for damage, deterioration, or unauthorised alteration. Smoke stopping/sealing systems for services penetrations to be maintained
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation.	Clause C3.16	Every six months as per AS1851-2005 inspection for damage, deterioration, or unauthorised alteration
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Specification C2.5 Clause D2.6	Every three months as per AS1851-2005. Check operation of closers, handles and electronic strikes

Means of Egress		
Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Paths of travel to exits	Clause D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	Clauses D1.7, D1.9 to D1.11, D1.12 Clauses G4.3, G4.6, G4.7	Inspection every three months to ensure there are no obstructions and no alterations
Exits, (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Clauses D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17	Inspection every three months to ensure there are no obstructions and no alterations
Smoke lobbies to fire-isolated exits	Clause D1.7, D2.6	Annual inspection for damage, deterioration, or unauthorised alteration

Means of Egress continued

Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Clause D1.8, D2.19 to D2.21, D2.23	Inspection every three months to ensure that doors are intact, operational and fitted with conforming hardware
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Signs

Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Exit signs (including direction signs)	Specification D1.12 Clause E4.5, E4.6, E4.8	Six monthly inspections to confirm operation, avoidance of obstruction. Undertake procedures as prescribed in AS/NZS 2293.2-1995
Signs warning against the use of lifts in the event of fire	Clause E3.3	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that operation of doors must not be impaired	Clause D2.23	Annual inspection to ensure the warning sign is in place and legible

Lighting

Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Emergency Lighting	Clauses E4.2 and E4.4	Six monthly inspection to AS/NZS 2293.2 - 1995
Artificial lighting required to assist occupant movement and egress	Clause F4.4	Three monthly inspection to ensure lighting levels are still achieved and not affected by obstructions

Fire Fighting Services and Equipment		
Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Fire hydrant system (including on-site pump set and fire-service booster connection)	Clause E1.3	Weekly to AS1851-2006 Section 4 where pumps are installed or six monthly to AS1851-2005 Section 4
Fire hose reel system	Clause E1.4	Six monthly to AS1851-2005 Section 14
Sprinkler system	Clause E1.5, Clause G3.8, Clause H1.2,	Monthly to AS1851-2005 Section 2
Portable fire extinguishers	Clause E1.6	Every six months to AS1851-2005 Section 15.4

Automatic Fire Detection and Alarm Systems		
Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Smoke and heat alarm system	Clause 3 of Specification E2.2a	As prescribed in AS1851-2005 Section 7. Monthly inspection to test operation. Replace battery or unit as necessary
Smoke and heat detection system	Clause 4 of Specification E2.2a	Monthly as prescribed in AS1851-2005 Section 6

Occupant Warning System		
Safety Measure	BCA - Vol One or other provision to which essential safety measure has been installed and is to operate	Frequency and type of maintenance required
Sound system and intercom system for emergency purposes	Clause E4.9 Clause 5 of Specification G3.8	Monthly to AS1851-2005 Section 10
Building occupant warning system	Clause 8 of specification E1.5 Clause 6 of Specification E2.2a	Monthly as prescribed in AS1851-2005 Section 9

Mechanical Ventilation		
Air conditioning systems	BCA E2.2	Quarterly to AS1851-2005 AS3666-1995

Other Measures		
Glazed assemblies	Clauses B1.4, F1.13, AS2047 & AS1288	Annual inspection to ensure no changes and that replacement glass complies with safety requirements.
Balconies	Part B1	Annual inspection to ensure no changes have occurred which would affect the maximum permissible loads
Balustrades and handrails	Clauses D2.16, D2.17 and D3.3	Annual inspection to ensure that balustrades are in place and check for damage and deterioration

BUILDING USE AND APPLICATION		
Classifying and use of the building	Clauses A3.2 to A3.4	Annual inspection to ensure the use of the building has not altered
Occupancy hazard	Clauses E1.5, E1.6, E1.10	Annual inspection to confirm that the fire safety measures remain appropriate to the hazard approved

Property Report

from www.land.vic.gov.au on 14 May 2021 02:15 PM

Address: APARTMENT 310/300 MIDDLEBOROUGH ROAD BLACKBURN 3130

Lot and Plan Number: Lot 310 PS641153

Standard Parcel Identifier (SPI): 310\PS641153

Local Government (Council): WHITEHORSE **Council Property Number:** 267281

Directory Reference: Melway 47 G12

Note: There are 55 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.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 1780 sq. m
Perimeter: 168 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.

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

State Electorates

Legislative Council: EASTERN METROPOLITAN

Legislative Assembly: BOX HILL

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 12 May 2021.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

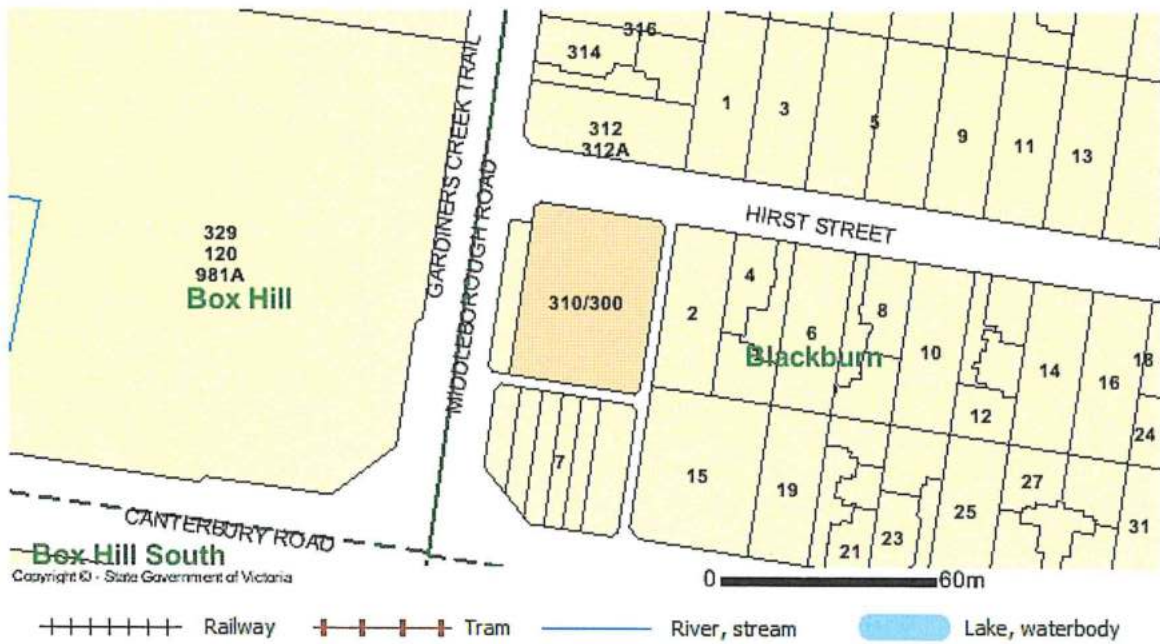
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



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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.