

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Unit 1 482-484 Belmore Road MONT ALBERT NORTH VIC 3129

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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

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

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period
31

Section

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Hocking Stuart
208 Tooronga Road GLEN IRIS VIC 3146

Tel: 9818 1888 Fax: Ref: Email: gleniris@hockingstuart.com.au

VENDOR

QUANG DUY PHAM and HUONG PHAM

Unit 1 482-484 Belmore Road
MONT ALBERT NORTH VIC 3129

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

C Tang Associates
of Suite 3, 14 Market Street, BOX HILL 3128

Tel: (03) 9897 3899 Fax: (03) 9897 3890 Ref: 8818-18 Email: info@ctang.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
10487/460		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

Unit 1 482-484 Belmore Road Mont Albert North Vic 3129

GOODS SOLD WITH THE LAND (general condition 2.3(f))

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

PAYMENT (general condition 11)

Price

Deposit

Balance

\$

by

(of which \$

payable at settlement

has been paid)

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 10)

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

(only complete the one that applies. Check tenancy agreement/lease before completing details.

****Residential tenancy agreement for a fixed term ending

****Periodic residential tenancy agreement determinable by notice

****Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1A Acceptance of title

General condition 12.4 is added:

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.

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 1B.3 This special condition only applies 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

1C. GST WITHHOLDING

- 1C.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.

- 1C.2 This general condition 1C applies if the purchaser is 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 1C is to be taken as relieving the vendor from compliance with section 14-255.
- 1C.3 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.
- 1C.4 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.
- 1C.5 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) ensure payment of, the amount to the Commissioner in the manner required by the pay, or 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.
- 1C.6 The representative is taken to have complied with the requirements of general condition 1C.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1C.7 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 settlement system described in general condition 1C.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 1C.7, 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.
- 1C.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 1C.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 1C.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 1C.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 1C.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 1C.12 This general condition will not merge on settlement.

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Nomination

General condition 18 is deleted and replaced by the following:

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. These arrangements shall be completed to the reasonable satisfaction of the Vendor or its Solicitors at the expense of both the Purchaser and the Nominee/s and in addition may only be effected if the Purchaser is not in default pursuant to this Contract and provided that notice is given thirty days prior to the Settlement Date. Upon such nomination, the Purchaser and the Nominee shall pay the Vendor's Solicitors costs in relation thereto fixed at \$300.00 inclusive of GST.

If the Purchaser effects a nomination, the Nominee will be required to execute a Nomination Deed whereby the Nominee agrees that the margin scheme will apply under this Contract. The Nomination Deed will be provided by the Vendor's Lawyers to the Nominee upon receipt of nomination documents. The nomination will not be accepted by the Vendor until the Vendor's Lawyers are in receipt of an executed Nomination Deed.

4. The Purchaser acknowledges that prior to the signing of this Contract of Sale and any previous Contract Note or document relating to the sale hereby affected, he received from the Vendor (or his Solicitors or Agent) a statement in writing containing all the particulars required by Section 32 of the Sale of Land Act 1980.
5. The Purchaser hereby acknowledges that prior to the payment of the deposit or the execution of this Contract and prior to the Purchaser signing any document relating to the sale hereby effected, the Purchaser has received from the said Agent the particulars required by Section 51 of the Real Estate Agents Act 1980.
6. The Vendor does not warrant that the property may be used for any particular purposes. The Purchaser buys the property subject to any restrictions on its use or development pursuant to any planning scheme, order, regulation or by-law made by any authority empowered by

any legislation to control the use of the land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser may not make any requisition on or objection to or be entitled to any compensation from the Vendor in respect of any such restriction.

7. The purchaser acknowledges having inspected the building and the improvements on the said land and the chattels herein sold and purchases the property in its present state of repair and condition as on the day of sale and acknowledges that the Vendor does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use. The Vendor makes no representations that the improvements or any alterations, additions or demolition works on the property is free from defect, comply with provisions of Building Control Act, Local Government Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible authorities. The Purchaser shall not make any objection, requisition or claim any damages or compensation or delay the settlement of the sale herein by reason of any non-compliance of any improvements on the land or call upon the Vendor to bear all or any part of the cost of compliance or require the Vendor to remove any item or thing.
8. In the event of any notices or orders of any nature whatsoever affecting the property sold being issued, served, published or imposed on or after the date of this contract the Purchaser will assume all liability and responsibility for compliance with the requirements of any such notices or orders at his own expenses.
9. It is hereby agreed that there are no conditions, warranties and other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representation made by the Vendor or the Vendor's Agent except such as are made conditions of this contract.
10. The Purchaser warrants that he is ordinary resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Board to enable the Purchaser to purchase this property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.
11. The parties agree that General Conditions 8, 24.4, 24.5 and 24.6 are deleted from the Contract.
12. **GST**
Words or expressions used in this Special Condition 12 that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) have the same meaning given to them in that Act.
- 12.1 GST Inclusive/Exclusive
 - (a) The Price specified in the Particulars of Sale is expressed as a GST exclusive amount.
 - (b) Unless otherwise stated, any other amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- 12.2 Liability to pay GST
If the Vendor makes a taxable supply under this Contract that is not a supply the consideration for which is specifically described as GST -inclusive, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply as follows:
 - (a) in relation to the supply of the Property, on the earlier of Settlement and the date on which a taxable supply of the Property occurs; and
 - (b) in relation to any other supply, at the time the consideration for the supply is payable.
- 12.3 Reimbursement of Expenses
If a third party makes a taxable supply and this Contract requires a party to this Contract (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.
- 12.4 Margin Scheme
Provided that the Vendor is eligible, the parties agree that the GST payable on a taxable supply of the Property will be calculated by the Vendor using the Margin Scheme under Division 75 of the GST Act. The parties agree that if the Margin Scheme applies the Purchaser will (at the Purchaser's cost) obtain the valuation of the Property.
- 12.5 Non Merger
This Special Condition 12 does not merge on settlement and will continue to apply after expiration or termination of this Contract.
13. The Vendor gives notice that in the event of the Purchaser defaults in payment of any money under this Contract then interest at the rate of 20% per annum computed on the moneys due and payable during the period of default shall be paid by the Purchaser upon demand without prejudice to any other rights powers and remedies of the Vendor under this contract or otherwise. If the Purchaser fails to complete the purchase of the property on the due date for settlement or such later date as may be agreed between the parties, the Purchaser shall also be liable for,
 - (a) All costs incurred by the Vendor in obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
 - (b) Accommodation expenses necessarily incurred by the Vendor.
 - (c) Additional costs and expenses incurred by the Vendor as between the Vendor and the Vendor's representative.
 - (d) Any costs, expenses and penalties, incurred by the Vendor to the third party through any delay in completion of the Vendor's purchase.
 - (e) Rebooking fee and settlement fee payable to the Vendor's representative in the sum of \$110.00 plus any such fees levied by the Vendor's mortgagee and third parties.
14. Adjustment of Land Tax.
 - (a) The Purchaser acknowledges that the State Revenue Office may group all the properties owned by the Vendor and assess land tax against the Vendor in respect of those properties based upon the aggregate of the unimproved values of each of the properties owned by the Vendor. .
 - (b) The Purchaser agrees that it will reimburse to the Vendor, as an allowance at Settlement, for land tax on the Land, from the Day of Sale, based on the proportionate land tax stated in the land tax clearance certificate
15. If the Purchaser is or includes a Company other than a Company listed on a recognised Stock Exchange within Australia the Purchaser shall within two (2) days of the day of sale produce to the Vendor's Solicitors a guarantee in the following form signed by one or more Directors of the Company. If the Purchaser does not comply with its obligations hereunder it shall be deemed.

16. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** 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.
- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(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.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or 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;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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

22. 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.

23. Terms contract

- 23.1 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.
- 23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

- 27.1 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.
- 27.2 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 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)
)
)
)
)
)
)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)
)
)
)
)
)
)

Director (Sign)

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	QUANG DUY PHAM and HUONG PHAM
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Property:	Unit 1 482-484 Belmore Road MONT ALBERT NORTH VIC 3129
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VENDORS REPRESENTATIVE

C Tang Associates
Suite 3
14 Market Street
BOX HILL VIC 3128

Tel: (03) 9897 3899
Fax: (03) 9897 3890
Email: info@ctang.com.au

Ref: 8818-18

SECTION 32 STATEMENT
UNIT 1 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT
UNIT 1 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- Not applicable

32H SERVICES

Service	Status
Electricity supply	Connected

SECTION 32 STATEMENT
UNIT 1 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

SECTION 32 STATEMENT
UNIT 1 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

QUANG DUY PHAM and HUONG PHAM

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 10487 Folio 460

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

VOLUME 10487 FOLIO 460

Security no : 124074125561R
Produced 26/09/2018 04:01 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 427521Q.
PARENT TITLE Volume 08129 Folio 582
Created by instrument PS427521Q 21/12/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
QUANG DUY PHAM
HUONG PHAM both of 65 SIR GARNET ROAD SURREY HILLS VIC 3127
AB511258E 24/08/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ022916M 08/07/2017
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS427521Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 1 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 08/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS427521Q

DOCUMENT END

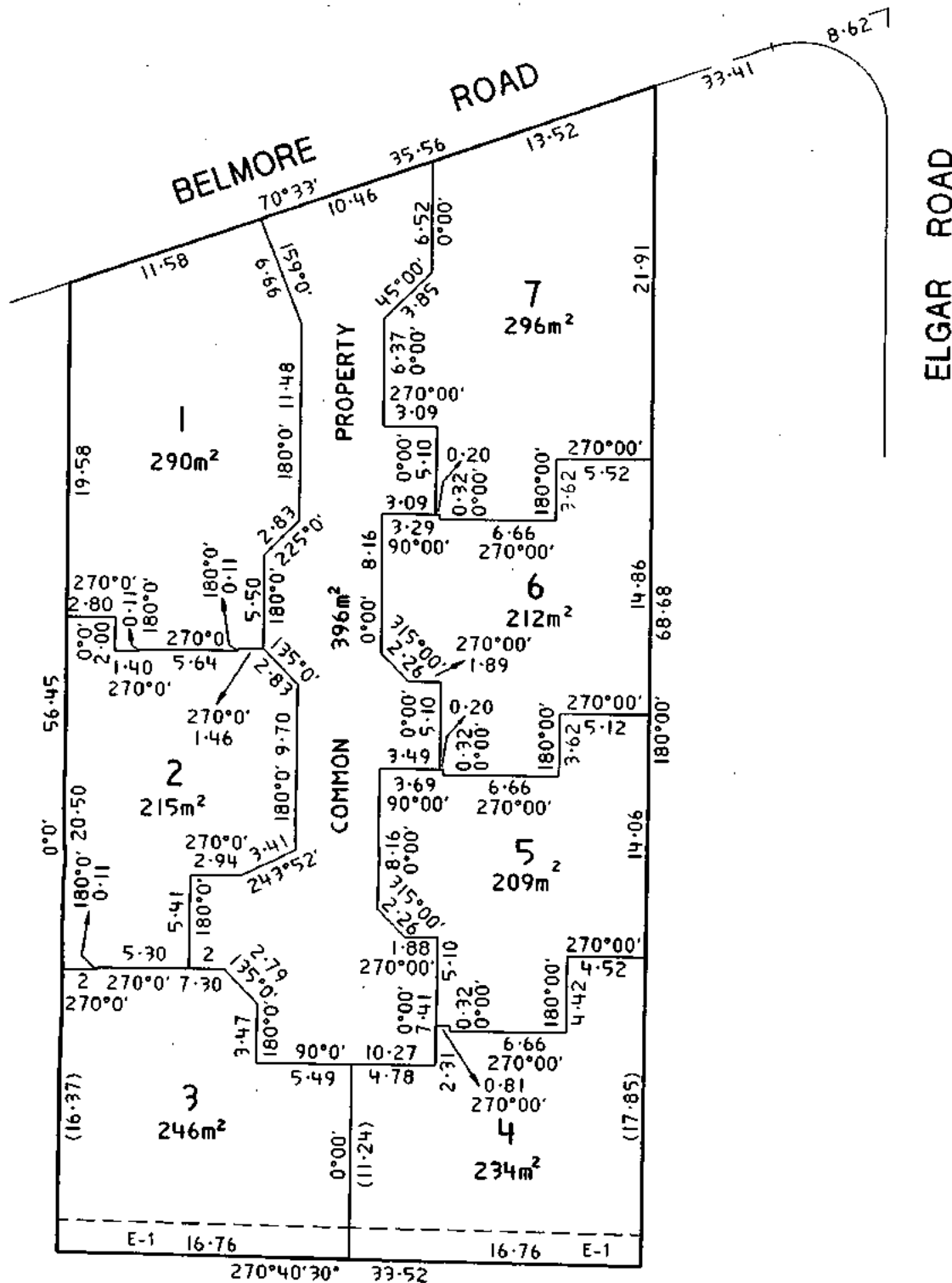
**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 26/09/2018, for Order Number 53412929. Your reference: 8818-18 belmore.**

T001C

**PLAN UNDER SECTION 32 OF THE
SUBDIVISION ACT 1988**

Stage No.

LTO use only



**john chivers
& ASSOCIATES P/L**
Surveyors - Engineers - Planners

2 John Street Lytton 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
Email: jca@johnchivers.com.au
Website: www.johnchivers.com.au
A.B.N. 75 063 816 915



Quality
System
Balanced
Company

ORIGINAL

SCALE

SCALE SHEET
1:250 SIZE
A3

2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR : JOHN EDWIN CHIVERS

Signature Date / /

REF. 7519

VERSION 01 16/6/2000
PJT

Sheet 2 of 3

Date / /
Council Delegate Signature
Original sheet size A3

PS427521Q

**FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT**

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS427521Q

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/09/2018 06:27:13 PM

OWNERS CORPORATION
PLAN NO. PS427521Q

The land in PS427521Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 7.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT 3 HILL COURT DONCASTER VIC 3108

AQ177154V 24/08/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/09/2018 06:27:13 PM

OWNERS CORPORATION
PLAN NO. PS427521Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	700.00	700.00

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

Statement End.



CERTIFICATE No: 53412929 DATE: 27/09/2018

PLANNING CERTIFICATE

Client: C Tang Associates
DX: 12830 BOX HILL

Matter Ref: 8818-18 belmore
Vendor: H PHAM
Purchaser:

Subject Property: UNIT 1, 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

Title Particulars: Vol 10487 Fol 460

Municipality: WHITEHORSE

Planning Scheme: WHITEHORSE PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: WHITEHORSE CITY COUNCIL

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 4

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: ABUTS A ROAD ZONE - CATEGORY 1 (BELMORE ROAD)

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

Special Building Overlay: PART SPECIAL BUILDING OVERLAY

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

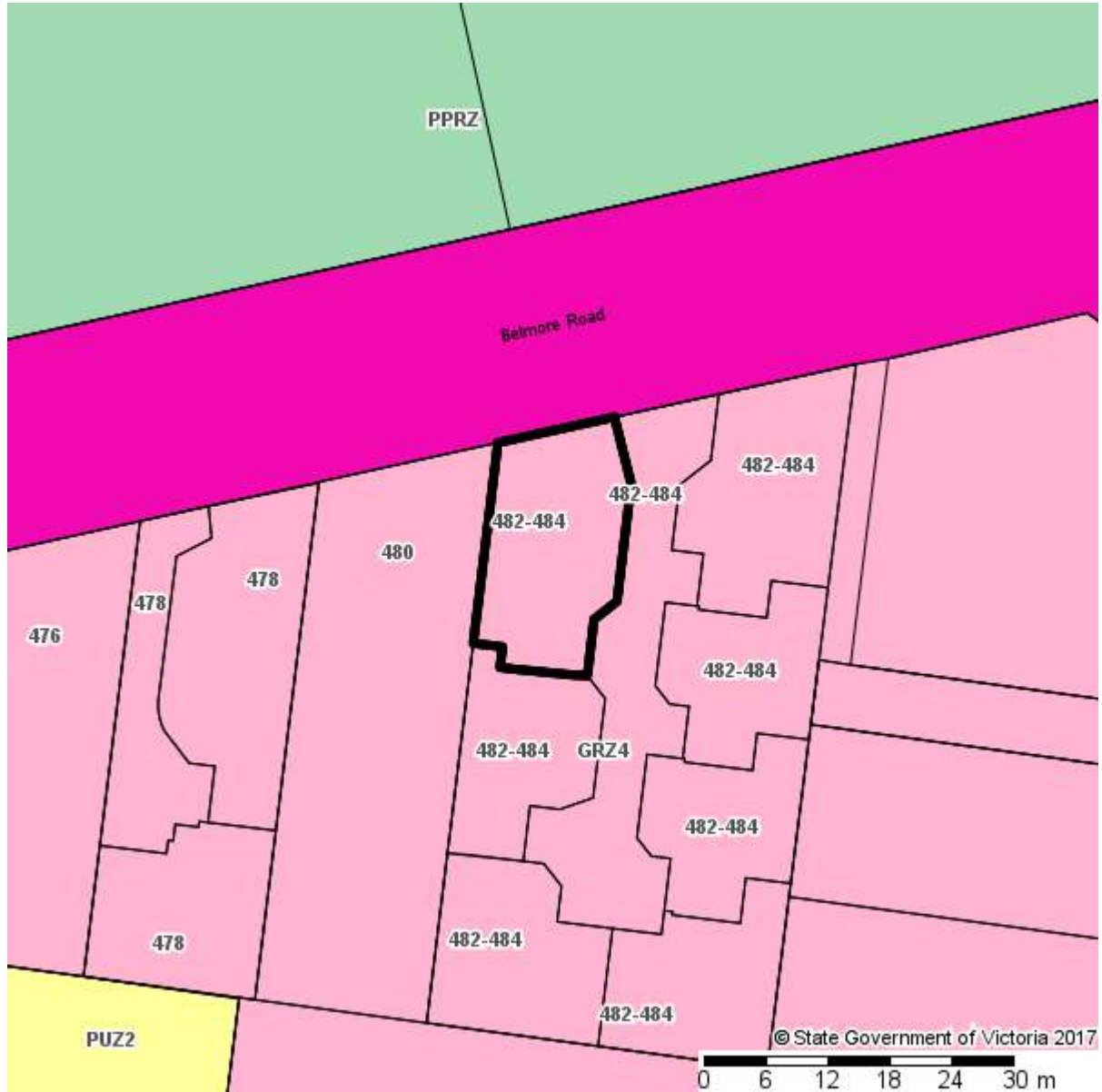
Proposed Planning Scheme Amendments: Not Applicable

Additional Notes: STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

CERTIFICATE No: 53412929 DATE: 27/09/2018

PLANNING CERTIFICATE



ZONING

- GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- PUBLIC PARK AND RECREATION ZONE
- PUBLIC USE ZONE - EDUCATION
- ROAD ZONE - CATEGORY 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.



CERTIFICATE No: 53412929 DATE: 27/09/2018

ROADS CERTIFICATE

Client: C Tang Associates
DX: 12830 BOX HILL

Matter Ref: 8818-18 belmore
Vendor: H PHAM
Purchaser:

Subject Property: UNIT 1, 482-484 BELMORE ROAD MONT ALBERT NORTH VIC 3129

Title Particulars: Vol 10487 Fol 460

Municipality: WHITEHORSE

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



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: 1893

Date of Issue: 27 September 2018

Applicant's Reference: 53412929:83586469:4344

SAI Global Property Division Pty Ltd
PO Box 447
SOUTHBANK VIC 3006

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:	786784	Check Digit:	9
Property Description:	LOT 1 PS 427521Q ECSS		
Property Address:	1/482-484 Belmore Road, MONT ALBERT NORTH VIC 3129		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2018 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2018.

Site Value:	\$405,000
Capital Improved Value:	\$770,000
Net Annual Value:	\$38,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2018 TO 30 JUNE 2019

DECLARED BY COUNCIL 25 JUNE 2018

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2018 TO 30 JUNE 2019

General Rates	1,134.20
FSPL Fixed Charge	109.00
FSPL Variable Rate	35.40
TOTAL CURRENT LEVIED	\$1,278.60

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$1,278.60**

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 2018/2019 rating year, due dates for instalments are 1 October 2018, 30 November 2018, 28 February 2019 and 31 May 2019. Due date for lump sum payment is 15 February 2019.

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 no other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any)).

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 www.whitehorse.vic.gov.au/Forms-Building 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:



Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325
Reference Number: 0007867849
- 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.

Land Tax Clearance Certificate

Land Tax Act 2005



C. TANG AND ASSOCIATES

Your Reference: 8818-18

Certificate No: 24381064

Issue Date: 24 OCT 2018

Enquiries: ESYSPROD

Land Address: UNIT 1, 482 BELMORE ROAD MONT ALBERT NORTH VIC 3127

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27513830			10487	460	\$589.08

Vendor: HUONG PHAM & QUANG DUY PHAM

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR QUANG DUY PHAM	2018	\$305,000	\$1,531.43	\$0.00	\$589.08

Comments: Land Tax of \$1,531.43 has been assessed for 2018, an amount of \$942.35 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$675,000

SITE VALUE: \$305,000

AMOUNT PAYABLE: \$589.08

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 24381064

Land ID: 27513830

Amount Payable: \$589.08

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0000058908<0000058908>024381064000<024381064000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 24381064

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$385.00

Taxable Value = \$305,000

Calculated as \$275 plus (\$305,000 - \$250,000) multiplied by 0.200 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

24th October 2018

C Tang & Associates

Dear C Tang & Associates,

RE: Application for Water Information Statement

Property Address:	1/482-484 BELMORE ROAD MONT ALBERT NORTH 3129
Applicant	C Tang & Associates
Information Statement	30423422
Conveyancing Account Number	6559580000
Your Reference	8818-18

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 Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate
- Build Over Easement

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 Encumbrance

Property Address	1/482-484 BELMORE ROAD MONT ALBERT NORTH 3129
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Encumbrance

Property Address	1/482-484 BELMORE ROAD MONT ALBERT NORTH 3129
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

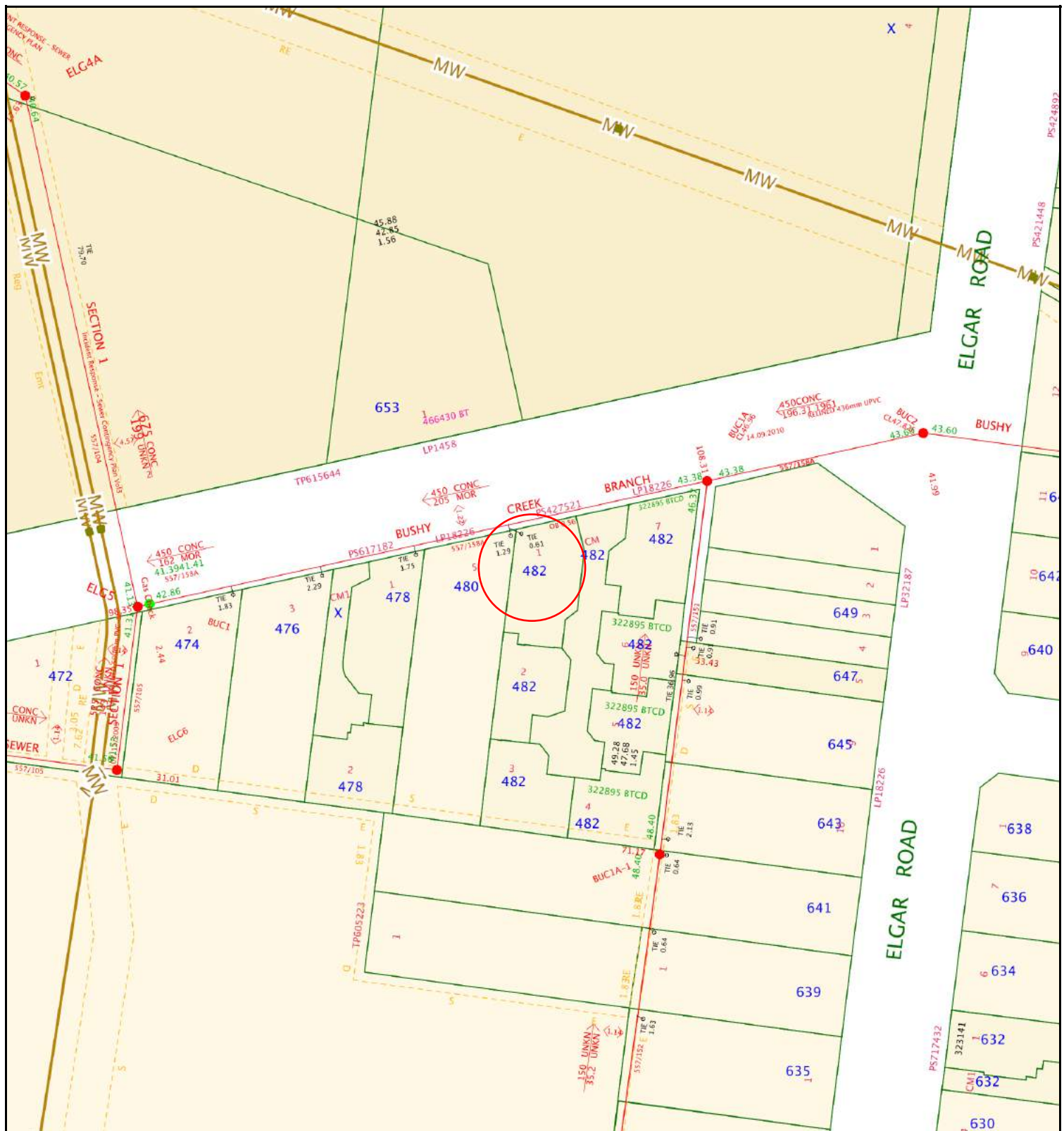
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL47.8 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

The Bushy Creek Drain and Box Hill North Main Drain (DFP 4740 & MD4741 - Melbourne Water Files 38234 & 54437) is located in the vicinity of the property. For further information contact Melbourne Water on 9679 7517.

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: 30423422**

Address	1/482-484 BELMORE ROAD MONT ALBERT NORTH 3129
Date	24/10/2018
Scale	1:1000



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

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

C Tang & Associates
Info@Ctang.Com.Au

RATES CERTIFICATE

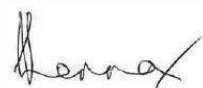
Account No: 1077820000
Rate Certificate No: 30423422

Date of Issue: 24/10/2018
Your Ref: 8818-18

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/482-484 BELMORE RD, MONT ALBERT NORTH VIC 3129	1\PS427521	1569911	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2018 to 31-12-2018	\$19.63	\$19.63
Residential Sewer Service Charge	01-10-2018 to 31-12-2018	\$115.14	\$115.14
Parks Fee	01-07-2018 to 30-06-2019	\$77.10	\$0.00
Drainage Fee	01-10-2018 to 31-12-2018	\$25.39	\$25.39
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total Due		\$160.16



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. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the

Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre

10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1569911

Address: UNIT 1/482-484 BELMORE RD, MONT ALBERT NORTH VIC 3129

Water Information Statement Number: 30423422

HOW TO PAY



Biller Code: 344366
Ref: 10778200002



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: 1569911

Address: UNIT 1/482-484 BELMORE RD, MONT ALBERT NORTH VIC 3129

Water Information Statement Number: 30423422

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au



**Yarra Valley
Water**

3 March 1999

Gumleaf Design
1 Leicester Avenue
GLEN WAVERLEY 3150

Dear Sir/Madam

PROPERTY: 482 Belmore Road, Box Hill North
OUR REF: BOE 5604
ENQUIRIES: Philip Taverna

Thank you for your application dated 25 February 1999 to excavate and construct a Retaining Wall within the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, provided the work is carried out in accordance with the attached registered plan.

This approval will lapse if the work is not completed within 12 months.

I will be glad to answer any question you may have.

Yours sincerely

Philip Taverna
Business Customer Services

322894

Yarra Valley Water Ltd
ACN 566 902 501

Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204
Telephone (03) 9874 2122
Facsimile (03) 9872 1353

General Enquiries 131 721
Email: enquiry@yvw.com.au
Internet: www.yvw.com.au



Quality
Endorsed
Company
ISO 9001 Lic 007 4588
Sunderland Australia



Certified
Environmental
Management
AS/NZS 4500:2004
Lic 00041
Sunderland Australia

YFOR 3400

10 of 13

PLUM 0036

9402



Yarra Valley
Water

APPLICATION TO BUILD OVER YARRA
VALLEY WATER ASSETS AND EASEMENTS

FILE NUMBER BOE 5604

APPLICATION FEE \$40.00

(A copy of design drawings including site plan must be submitted with this application)

PROPERTY DETAILS

STREET NUMBER 482 LOT NUMBER 6
STREET NAME BELMORE RD MUNICIPALITY WHITEHORSE
POSTCODE 3129 MELWAY REF 47 B4

OWNERS DETAILS

NAME ALSO PTY LTD
ADDRESS 38 ELMWOOD CRE, GLEN WAVERLEY
POSTCODE 3150 PHONE NUMBER (home) _____
SIGNATURE [Signature] (business) _____
DATE 25.2.99 (fax) _____

APPLICANTS DETAILS (if same as Owner, write 'As Above')

NAME GUMLEAF DESIGN
ADDRESS 1 WOODSTOCK AVE, GLEN WAVERLEY
POSTCODE 3150 PHONE NUMBER (home) _____
SIGNATURE [Signature] (business) 9803 8088
DATE 25.2.99 (fax) 9803 2221

CREDIT CARD NUMBER

--	--	--	--	--	--	--	--	--	--

EXPIRY DATE

--	--	--	--

ACCOUNT NUMBER PLUM

--	--	--	--

PAID

NAME

DATE

OFFICE USE ONLY

APPROVED

YARRA VALLEY WATER

Date

ENCODING
clause

date

Yarra Valley Water Limited
ACN 066902501

Lucknow Street Mitcham, PO Private Bag 1 Mitcham 3132
Telephone 9872 1463 Facsimile 9872 1353



1/C 40046640
PSP 322894

Yarra Valley Water Ltd
ACN 066 902 501
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132
Private Bag 1
Mitcham Victoria 3132
DX 13204

Telephone (03) 9874 2122
Facsimile (03) 9872 1353

General Enquiries 131 721
Email enquiry@yvw.com.au
Internet www.yvw.com.au

10 October 2000

Mr Brett Hooper
3/482 Belmore Road
Mont Albert North 3129

Dear Brett

PROPERTY: 3/482 Belmore Road, Mont Albert North
OUR REF: BOE 5226
ENQUIRIES: Russell Barrett, telephone 9872 1374

Thank you for your application of 6 October 2000 to construct a shed over the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition;

1. The work must be carried out in accordance with the attached registered plan.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

This approval will lapse if the work is not completed within 12 months.

I will be glad to answer any question you may have.

Yours sincerely

Russell Barrett
CONNECTIONS



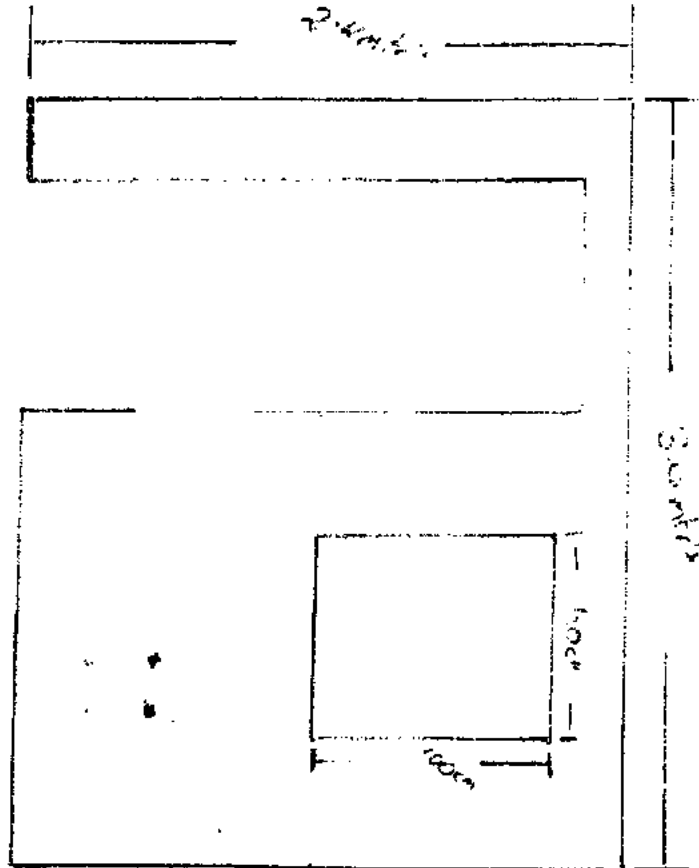
Australian Customer
Service Association Inc.

Yarra Valley Water 1999 National Award Winner
Australian Customer Service Awards
Medium-Business Category



PSR 3228914

SIDE ELEVATION



YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 10/10/00
File No. BOE S226

CITY OF WHITEHORSE
RECEIVED
24 AUG 2000
REFERRED TO



ACE BODY CORPORATE MANAGEMENT

PROFESSIONAL PERSONAL SERVICE

Franchise Ace Body Corporate Management (Box Hill & St Kilda West)

Phone: (03) 9840 2585; Fax (03) 8678 1038; PO Box 83, Doncaster, VIC 3108

boxhill@acebodycorp.com.au; stkildawest@acebodycorp.com.au; www.acebodycorp.com.au

ABN 32 169 881 690

Member of Strata Community Australia (VIC)

C Tang & Associates
Suite 3, 14 Market Street
BOX HILL VIC 3128

30th September 2018

Dear C Tang & Associates

Re: OWNERS CORPORATION CERTIFICATE - LOT 1, PLAN NO. PS 427521Q

In response to your request, we now attach an Owners Corporation Certificate for Lot 1 in Plan No. PS 427521Q dated 30th September 2018. This certificate is intended for use for the purpose of section 151 of the *Owners Corporation Act 2006* ("**Act**").

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

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 12 of the *Owners Corporation Regulations 2007*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

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

Yours faithfully

Registered Manager

Full name: (Charles) Yimin Gong

Company: JHC Property Management Pty Ltd T/A Ace Bodycorp

Address of registered office: 3 Hill Ct DONCASTER VIC 3108

30/09/2018

Date

OWNERS CORPORATION CERTIFICATE

Section 151, Owners Corporation Act 2006

As at 30th September 2018

1. OWNERS CORPORATION DETAILS

Plan Number: PS 427521Q

Address of Plan: 482-484 Belmore Road MONT ALBERT NORTH VIC 3129

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: PO BOX 83 DONCASTER VIC 3108

2. CERTIFICATE DETAILS

Vendor: Duy & Huong Pham

Postal Address for Lot 1: 65 Sir Garnet Road SURREY HILLS VIC 3127

Purchaser: TBA

Person requesting Certificate: C Tang & Associates

Reference:

Address: Suite 3, 14 Market Street BOX HILL VIC 3128

Fax:

E-mail: info@ctang.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 1

ADMINISTRATIVE FUND (estimation)

The annual administrative levy fees for Lot 1 are **800.00 per annum** commencing on 1 July 2018. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/07/18 to 31/12/18	400.00	01/07/18	Paid
01/01/19 to 30/06/19	400.00	01/01/19	To be Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 1.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th September 2018
For Plan No. PS 427521Q - Lot 1

4. CURRENT LEVY POSITION FOR LOT 1

Fund	Balance	Paid To
Administrative	0.00	31 December 2018
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 30 September 2018:

Account / Fund	Amount
Administrative Fund	4,290.83
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 30 SEPTEMBER 2018	\$4,290.83

8. INSURANCE

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

Policy

Policy No.	25825
Expiry Date	9-January-2019
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Rebecca Watters Resolute Property Protect Pty Ltd
Premium	3196.01

Cover Type

Cover Type	Amount of Cover
Damage (i.e. Building) Policy	\$2,890,000
Fidelity Guarantee Insurance	\$100,000
Government Audit Costs	\$25,000
Government Audit Costs - Appeal Expenses	\$100,000
Government Audit Costs - Legal Defense Expenses	\$50,000
Loss of Rent	\$433,500
Lot Owner's Fixtures and Improvements	\$250,000
Property, Death and Injury (Public Liability)	\$20,000,000
Voluntary Workers Insurance	\$2,000/\$200,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th September 2018
For Plan No. PS 427521Q - Lot 1

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate Management (Box Hill & St Kilda West)
ABN / ACN:	32 169 881 690
Address of Manager:	3 Hill Ct DONCASTER VIC 3108
Telephone:	(03)98402585
Facsimile:	(03)86781038
E-mail Address:	charles.gong@acebodycorp.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 30th September 2018
For Plan No. PS 427521Q - Lot 1

SIGNING

The common seal of Plan No. PS 427521Q, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.



Registered Manager

Full name: (Charles) Yimin Gong
Company: JHC Property Management Pty Ltd T/A Ace Bodycorp
Address of registered office: 3 Hill Ct DONCASTER VIC 3108



Common Seal
of Owners Corporation

30/09/2018

Date

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

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 Management and administration

2.1 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.

3 Use of common property

3.1 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 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 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**.

MINUTES OF ANNUAL GENERAL MEETING

For Belmore Road 482-484, Plan No. 427521Q

Location of meeting: 2/482-484 Belmore Rd, Mont Albert North courtesy of Daphne

Date and time of meeting: Thursday, 28th September 2017 6:30 PM

Meeting chaired by: Colin Bethune

Meeting start time: 6:35 PM **Meeting finish time:** 7:49 PM

Attendance

Owners Corporation Manager - **Ace Body Corporate Management (Box Hill)** represented by Colin Bethune & Charles Gong

The following owners were represented at the meeting:

Unit: 2 Lot: 2 Owner: D M Tarquino

Unit: 3 Lot: 3 Owner: N Morris & M Russell

Unit: 6 Lot: 6 Owner: K Yap

Unit: 7 Lot: 7 Owner: B M Laughlin

The following owners were present by proxy:

Unit: 1 Lot: 1 Owner: D & H Pham Proxy: Manager of Ace Body Corporate

The following persons attended with no vote.:

Unit: 5 Lot: 5 Owner: Winnie Gill on behalf of S Singh

1. CHAIRPERSON OF MEETING: Colin Bethune was elected to chair the meeting, and to record the minutes of the meeting for distribution to all members of the Owners Corporation.

2. VOTING / QUORUM: It was determined that all members represented at the meeting were entitled to vote (1 vote per lot, hence 5 votes available at the meeting). It was noted that a quorum was present making all ordinary resolutions at this meeting valid resolutions of the Owners Corporation.

It was agreed that voting would be by show of hands.

3. MINUTES: It was resolved that the minutes of the previous Annual General Meeting (AGM) would be accepted into the records of the Owners Corporation as a true and accurate record of the proceedings at the AGM (*copy circulated with meeting notice*).

For:5	Against:	Abstained:	Outcome: Motion Passed
-------	----------	------------	------------------------

4. FINANCIAL REPORTS: It was resolved that the annual financial statements for the previous financial year would be accepted into the records of the Owners Corporation (*copy circulated with meeting notice*).

For:5	Against:	Abstained:	Outcome: Motion Passed
-------	----------	------------	------------------------

5. MANAGEMENT REPORTS

Manager's Report: It was resolved that the Manager's Report for the previous financial year would be accepted into the records of the Owners Corporation (*copy circulated with meeting notice*).

For:5	Against:	Abstained:	Outcome: Motion Passed
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Committee Report: The committee has not met or required to make any decision since the last AGM.

Dispute Resolution: No formal complaints received by the Owners Corporation since the last AGM (under part 10 of the Owners Corporations Act 2006 - s159)

6. COMMITTEE / CHAIRPERSON / SECRETARY

The committee members (N Morris, D Tarquino, S Valabhji & K Yap) were thanked for their activities on behalf of the Owners Corporation.

D Tarquino, N Morris, S Valabhji & K Yap were nominated and re-elected to be the Owners Corporation committee, should any decisions be needed prior to the next AGM.

For:5	Against:	Abstained:	Outcome: Motion Passed
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NOTE: The AGM was paused for an intermission in which a short committee meeting was held, in order for the committee to elect office bearers in accordance with the Act.

The members of the committee elected D Tarquino as chairperson.

It was agreed that the committee need not meet in person but may make decisions via email, and meet in person only if such a meeting is considered necessary.

The committee resolved that the Owners Corporation will not have a secretary, but that the functions of the secretary under the Owners Corporations Act 2006 will be carried out by the Manager (except for a function under s127)

7. INSURANCE

Financial Services / Commission Disclosure: An Owners Corporation Manager is deemed to be providing a financial service, under the provisions of the Financial Services Reform Act (FSR), when arranging insurance under instructions for clients who purchase a residential Strata Policy and when providing general advice on such insurance. Hence, under FSR, the Manager must hold an Australian Financial Services (AFS) Licence or represent someone who does.

Ace Body Corporate Management (Box Hill) is an Authorised Representative (Auth. Rep. No. 462791) of Resolute Property Protect Pty Ltd (insurance brokers) and receives a commission for placing insurance, processing and following up of insurance claims, and providing general advice relating to this insurance. Commissions received subsidise the management fees charged by the Manager. The Manager is not authorised to provide personal advice, so cannot provide advice that takes into account personal needs, objectives or financial circumstances

The Financial Services Guide (FSG) for Resolute is attached with this meeting minutes.

Product Disclosure: The Product Disclosure Statement (PDS) for the insurance policy has previously been provided to the Chairperson of the Owners Corporation and a soft copy will be provided to any owner upon request.

A summary copy of the current insurance schedule was circulated with the meeting notice.

Members were reminded that:

- The Owners Corporation must adequately insure its assets and maintain at least \$10 million public liability insurance;
- Buildings must be insured for full replacement cost (including allowance for demolition, debris removal, architects' fees, permits etc.), and regular property valuations will assist with this;
- The Owners Corporation insurance covers accidental damage to fixtures, fittings and improvements which form part of the building – such as shower screens, windows, basins etc;
- Members are responsible for their own contents insurance, and for public liability cover within their own lots;
- Only tradespeople with public liability insurance should be used on the property;
- Members should refer to the PDS for full details of cover under the policy.

7.1 Valuation: The need for a property valuation was considered and it was resolved to authorise the Manager to obtain a property valuation prior to the next policy renewal date

For:5	Against:	Abstained:	Outcome: Motion Passed
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7.2 Cover: It was resolved to accept the insurance cover at the levels specified in the following list and to authorise the Manager to obtain alternate quotes from Resolute Property Protect at the amounts agreed in the following list, prior to the next renewal date, and circulate the quotes and the insurance brokers' recommendations by email to the committee and renew the policy as directed by the committee.

Insurer: CHU Underwriting Agencies Pty Ltd

Renewal date: 10/Jan/2018

Last valued: No record on file

Cover

- **Building cover:** \$ 3,000,000 (last increased Jan/2017)

Agreed action: adjust the insured value according to the upcoming valuation report.

- **Public liability cover:** \$20,000,000

Agreed action: No change

- **Office Bearers' Liability cover:** Not included

Agreed action: No change

For:5	Against:	Abstained:	Outcome: Motion Passed
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7.3 Payment of Excess: It was resolved that, where an insurance claim is restricted to a single lot, the owner of that lot will be responsible for payment of any insurance excess applied by the insurance company. However, if multiple lots are affected by a specific event, then the Owners Corporation will be responsible for payment of the excess.

For:5	Against:	Abstained:	Outcome: Motion Passed
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8. OCCUPATIONAL HEALTH & SAFETY (OH&S)

Owners must note that the Owners Corporation is in charge of the common property, which is a defined workplace under the Occupational Health and Safety Act. As an occupier of a workplace, the Owners Corporation has an obligation to ensure that the workplace (common property), including the means of access and egress from the workplace, are safe and without risk to the health and safety of visitors and workers alike. Workers include voluntary workers and contractors engaged by the Owners Corporation. Prosecution and/or substantial fines may result should an incident occur. The Manager recommends regular safety inspections (including asbestos inspections) of the common property for these reasons.

Members were reminded to act immediately if they note a safety hazard or have any safety-related concern on their own behalf or on behalf of another person (being aware of hazards to the elderly or disabled). Members should report any potential safety hazard immediately to the Manager (preferably by email, or by phone followed up by email or letter), then take steps to make the area safe, if possible, by preventing access or putting up a warning sign.

Fire safety: Smoke detectors and any installed fire extinguishers or fire safety equipment must be regularly inspected for correct operation. Landlords must ensure that their agents undertake this inspection.

8.1. Safety Review and Audit

Members were asked if there were any safety hazards to report on common property. None were reported

There is no known record on file of a common property safety audit at this property. The need for a safety audit of the common property was discussed and it was resolved that such an audit will not be undertaken at this time.

For:5	Against:	Abstained:	Outcome: Motion Passed
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8.2. Asbestos

An asbestos audit was performed in May 2017 and no asbestos was found to be present on common property.

9. GENERAL MAINTENANCE

Mowing/Grounds maintenance: The Owners Corporation is responsible for mowing grassed areas on common property (including nature strips).

Garden bed maintenance: Owners are responsible for maintenance of the garden beds immediately outside their units. Landlords should ensure that tenants undertake this task or do it themselves.

Unit 1 is to be reminded to trim the bushes adjacent to their unit.

Gutter cleaning: It was agreed that cleaning will remain the owners' responsibility.

Public lighting: As there is no public lighting, it is recommended that owners install sensor lights at their entrances to help provide security for visitors.

Minor repairs:

Picket fence in front of unit 1: The fence needs to be painted. A quote is to be obtained and this forwarded to unit 1 owner. The painting cost is to be shared by the unit owner and the Owners corporation. The committee will provide the contact details of the painter who recently painted the units to the manager to obtain the quote.

It was suggested the painter can address the top of the mailbox at the same time.

W Gill reported that some of the mortar around the mail boxes has come loose. The painter is also to be asked if they could fix this also.

Maintenance Projects:

Unit 5 is considering installing roller shutters on their windows. This was agreed to provided the colour matches with rest of the units. Unit 3 may also consider this.

Unit 3 also advised that they will soon be replacing their damaged garage door and will have it painted if it does not match the existing doors. Unit 5 has some paint for them if necessary.

Other matters:

Maintenance of units / lots: Maintenance of the buildings and any repairs or replacement of the roofs, windows and doors is the owners' responsibility (both to organise and to pay for, assuming that the repairs are not related to any event covered by the strata insurance). Fences and any trees in owners' lots are their own responsibility to maintain or replace.

Where a service, e.g. plumbing, passes through both common property and an owner's lot, the repair or replacement costs must be met by the party responsible for the section of the service where the fault is found to be located.

External appearance of units: The exterior of the buildings, visible from the common property or from the roadway while passing the property, should not be changed without prior Owners Corporation approval. This includes the installation of air conditioners, satellite dishes, external blinds or awnings, the replacement of external light fittings or installation of light control film on windows. Any exterior painting of the buildings should match existing colours unless approved by the Owners Corporation.

If an owner is considering making any such changes, they should seek Owners Corporation approval in the required manner.

To obtain approval from the Owners Corporation: Please submit an application in writing to the Manager with a specification of the changes proposed. The Manager will then contact the committee to seek approval of the changes. Such approval should be obtained before any changes are made or work commences.

Solar Panels: As the location of solar panels is governed by the orientation of the buildings, a proposal should be submitted to the Owners Corporation for installation where the array is visible from common property.

10. GENERAL BUSINESS

10.1 Grievances / Disputes: None were reported.

A copy of the Model Rules was circulated with the meeting notice. All owners and residents must abide by these rules. Landlords must ensure that their tenants are provided with a copy at commencement of occupation, and instruct their agents to meet with tenants and explain the rules, particularly in relation to car parking and minimising noise / disturbance to other residents.

10.2 Other General Business:

- **For Sale / For Lease Boards:** It has previously been agreed that, when selling or leasing their property, members must advise their agent to contact the Manager so that boards are erected to agreed arrangements.
- **Contact Details / Communication:** Members were reminded of their responsibility to notify the Manager of any change in their contact details (address, phone numbers, email addresses), including if they plan to be away from their usual address for more than 3 months.

- 11. BUDGET:** It was resolved that the projection of estimated receipts and payments for the administration fund for the current financial year be adopted, and that members be levied according to lot liability (*copy of proposed budget circulated with meeting notice*)

Administration budget: \$5,600 (decrease from previous year)

There is an increase of \$6 per lot in the management fee paid to Ace Body Corporate Management.

For:5	Against:	Abstained:	Outcome: Motion Passed
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12. PENALTY INTEREST ON ARREARS

It was resolved that the Owners Corporation will not, at this time, charge penalty interest on any amount owed by a member to the Owners Corporation after the due date for payment.

For:5	Against:	Abstained:	Outcome: Motion Passed
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13. RECOVERY OF MONEY OWED

a) It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation.

For:5	Against:	Abstained:	Outcome: Motion Passed
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b) It was resolved to delegate to the Manager authority to take action to seek recovery of money owed to the Owners Corporation through the engagement of legal counsel and/or a debt collection company.

For:5	Against:	Abstained:	Outcome: Motion Passed
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NOTE: As per the Contract of Appointment, the current fee for issue of a debt recovery letter (with Final Fee Notice) is \$72.60. Other debt collection activities, including instruction of debt collectors &/or solicitors, will be invoiced at the current hourly rate.

14. OWNERS CORPORATION MANAGEMENT

The Owners Corporation confirmed the transfer / assignment of the 2 year Contract of Appointment signed at the last AGM and transferred on 01 July 2017 to **JHC Property Management Pty Ltd trading as Ace Body Corporate Management (Box Hill)**.

For:5	Against:	Abstained:	Outcome: Motion Passed
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15. NEXT MEETING

It is planned to hold the next AGM during Sep at Venue to be decided.

The members expressed their thanks to D M Tarquino for hosting the meeting.

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