

Contract of sale of land

Property: Lot _____ 2 Philip Street, Heathmont VIC 3135

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Australian Institute
of Conveyancers
(Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on / 2024

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / 2024

Print name(s) of person(s) signing: NILE PROPERTY GROUP PTY LTD (ACN 604 103 611)

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name:..... Dynamic Residential Group Pty Ltd
Address:..... 26 Hoddle Street, Abbotsford, VIC, 3067
Email:..... sales@dynamicresidential.com.au
Tel: 03 8600 1200 Mob: Fax: 03 8600 1299 Ref:

Vendor

Name: **NILE PROPERTY GROUP PTY LTD**
Address: Level 2, UL40/1341 Dandenong Road, Chadstone VIC 3148
ACN: 604 103 611
Email:

Vendor's legal practitioner or conveyancer

Name: Jasper Lawyers
Address: Normanby Chambers Suite 112, 430 Little Collins Street, Melbourne VIC 3000
Email: jasper@jasperl原因.com.au; karleen@jasperl原因.com.au
Tel: : +61 3 9426 7370 Mob: +61 418 474 117 Fax: Ref: JK:KT:241716

Purchaser's estate agent

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

Purchaser

Name:.....
Address:.....
ABN/ACN:.....
Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....
Address:.....
Email:.....
Tel: Fax: DX:..... Ref:

Land (general conditions 7 and 13)

The land is described as lot_____ on proposed Plan of Subdivision PS923440Y being part of the land in Certificate of Title Volume 08315 Folio 152.

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

The land includes all improvements and fixtures.

Property address

The address of the land is **Lot_____ 2 Philip Street, Heathmont VIC 3135**

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

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

1. Definitions and Interpretation

Defined terms

1.1 In this Contract unless the context otherwise requires:

Approvals means permits, consents and approvals from Authorities for the Plan of Subdivision, Building Works, and Development.

Authority means any Commonwealth, State, regional, local government. Semi-governmental or judicial entity or other regulatory authority body or agency, court or tribunal and statutory corporation.

Builder means a builder appointed by the Vendor to construct the Building Works.

Building Contract means the domestic building contract between the Vendor and the Builder for all or part of the building works.

Building Plans means the drawings attached to this Contract (if any).

Building Works has the meaning given to it in special condition 9.

Certifier means a person appointed by the Vendor (in its absolute discretion) for the purposes of certification of delays and for the certification of completion under special conditions 9.9 to 9.12.

Contract means this contract of sale including all annexures, variations, and amendments.

Common Property means the common property on the Plan of Subdivision.

Contamination means a solid, liquid, gas, odour, temperature, sound, vibration, or radiation which makes or may make the Property, Site or environment:

- (a) Unsafe or unfit for humans or animals;
- (b) Degrade in any way including in its capacity to support plant life; and/or
- (c) Diminished in value or beneficial use.

Defects Period means the period of three (3) calendar months after the Settlement Date.

Development means the development of the Site by the Vendor.

Excluded Rights means the rights to avoid this Contract, make any requisition or enquiry, withhold any part of or require any adjustment of the Price, require any part of the Price to be retained, require the Vendor to amend title, require the Vendor to pay any money or costs, require the Vendor to indemnify any person and claim any compensation.

Goods means the goods sold to the Purchaser under this Contract (if any).

Guarantee and Indemnity means the guarantee and indemnity attached to this Contract.

Land means the land sold by this Contract to the Purchaser.

Loss means costs, liability, loss, fine, penalty, suit, damage or proceeding.

Lot means a lot on the Plan of Subdivision.

Notice means a notice or other communication in relation to this Contract.

Occupancy Permit means an occupancy permit issued under the *Building Act 1993* (Vic).

Outgoings includes all rates, levies, fire insurance premiums, all other outgoings for the Property,

contributions (if any) demanded but exclude any supplementary rates or taxes or other such rates assessed in respect of the Property after Settlement.

Owners Corporation means the owners corporation or owners corporations of which, on registration of the Plan of Subdivision, the owner of the Land will be a member.

Owners Corporation Act means the *Owners Corporation Act 2006* (Vic);

Owners Corporation Regulations means the *Owners Corporation Regulations 2007* (Vic);

Plans means the Building Plans or related plans, drawings, designs or specifications.

Plan of Subdivision means proposed plan of subdivision PS923440Y, a copy of which is attached to the vendor statement and includes any amendment or alteration of that plan from time to time, and on registration, means that plan in the form in which it is registered.

Planning Permit means Development Planning Permit, any permit to subdivide the Site, and any permit to carry out all or part of the Development on the Site and includes any amendment or replacement permit.

Purchaser means the purchaser named in the Particulars of Sale including its personal representatives, successors, and permitted assigns.

Property means the following sold under this Contract:

- (a) Unit Lot; and
- (b) Goods (If any).

Registration Period means the period as stipulated in section 9AE of the SLA.

SLA means the *Sale of Land Act 1962* (Vic).

Section 173 Agreement means an agreement in accordance with section 173 of the *Planning and Environmental Act 1987* (Vic).

Site means the land at 2 Philip Street, Heathmont VIC 3135 in certificate of title Volume 08315 Folio 152.

Subdivision Act means the *Subdivision Act 1988* (Vic).

Unit Lot means a lot specified on the Plan of Subdivision.

Vendor means the vendor in the Particulars of Sale including its personal representatives, successors and assigns.

Interpretation

1.2 In this Contract, unless the context requires otherwise:

- (a) A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- (b) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- (c) A reference to a clause, part, schedule, or attachment is a reference to a clause, part, schedule, or attachment of or to this document.
- (d) Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (e) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (f) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority and that person's successors, assigns and legal personal representatives.
- (g) A reference to any party to this document, where that party is made up of more than 1 person, includes each of them severally.

- (h) Any agreement, covenant, representation, warranty, undertaking, or liability arising under this document on the part of 2 or more persons is to be taken to be made or given by such persons jointly and severally.
- (i) A reference to dollars or \$ means Australian dollars.
- (j) The schedules and attachments form part of this document.
- (k) A reference to this document includes the agreement recorded by this document.
- (l) References to the word 'include' or 'including' are to be construed without limitation.
- (m) A reference to a time of day means that time of day in the place whose laws govern the construction of this document.

The rule about *contra proferentem*

- 1.3 This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. Amendments to General Conditions

The purchaser and the vendor agree that if there is any inconsistency between the provisions of the General Conditions and the Special Conditions or any other Special Conditions then, except in the case of a manifest error, to the extent of any inconsistency the provisions of the Special Conditions or other Special Conditions will prevail and have priority.

- (i) General Condition 3, 9 and 13 are deleted.
- (ii) General Condition 17(b)(i) is deleted and replaced with the words "*provide all title documents necessary to enable to the purchaser to become the registered proprietor of the land*".
- (iii) General Condition 4 is deleted and replaced by the following provisions:

"4 NOMINEE

4.1 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.

4.2 the purchaser must deliver to the vendor not less than 10 business days prior to the settlement date:

- (a) a nomination form reasonably required by the vendor property completed with all the relevant details and duly executed by the purchaser and the nominee;*
- (b) a copy of the duly signed nomination statutory declaration required by the State Revenue Office;*
- (c) if one or more of the substitute or additional purchasers are a corporation, a written acknowledgement and guarantee & indemnity must be provided in the form annexed to this contract and duly executed by the directors of the corporation;*
- (d) a statement signed by the purchaser and the nominee that the nominee is not required to obtain FIRB approval for its acquisition of an interests in the property."*
- (iv) General Condition 32 is amended by inserting the following new subclause (c):
 - "(c) The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*
 - (i) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;*
 - (ii) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the costs of issuing default notice agreed at \$500 plus GST for each notice;*
 - (iii) any commission or other expenses claimed by the vendor's estate agent or any other person relating to the sale of the property; and*
 - (iv) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."*

- (v) General Condition 33 is deleted and replaced by the following:

33. Interest

*Interest at a rate of 4% 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.*

- (vi) For the purposes of General Condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.
- (vii) General Condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

3. Deposit

- 3.1 The Deposit monies paid or payable under this Contract must not exceed ten (10) percent of the Price.
- 3.2 The Deposit must be paid to the Vendor’s Legal Practitioner’s named in this Contract to be held on trust for the Purchaser held in the Vendor’s Legal Practitioner’s trust account until the registration of the Plan of Subdivision after which it will be held as stakeholder in accordance with the Sale of Land Act.
- 3.3 The Vendor and the Purchaser authorise the Vendor’s Legal Practitioner to invest the Deposit and agree that any interest which accrues on the Deposit money does not form part of the Deposit. When the investment is withdrawn the parties authorise the Vendor’s Legal Practitioner to deduct from the balance withdrawn the costs in connection with the investment of the Deposit under this special condition. Any interest will be paid to the party entitled to the Deposit on the date on which the Deposit is released to that party.
- 3.4 Upon registration of the Plan of Subdivision the Deposit will be held or invested by the Vendor’s Legal Practitioner upon the terms set out in this special condition as stakeholder for the parties.
- 3.5 Within seven (7) days after the Day of Sale, the Purchaser must give the Purchaser’s tax file number either to the Vendor’s Legal Practitioner or to the Bank. If the Purchaser gives its tax file number to the Bank it must, as soon as it has done so, give the Vendor’s Legal Practitioner verification of this.
- 3.6 If the Purchaser breaches special condition 3.5, and then becomes entitled to a refund of the Deposit, the Purchaser must within seven (7) days of becoming entitled to a refund of the Deposit, provide the Purchaser’s tax file number either to the Vendor’s Legal Practitioner or to the Bank prior to receiving the Interest, whereupon the Interest will be payable to the Purchaser.
- 3.7 Special conditions 3.5 and 3.6 do not apply to a party who does not hold a tax file number, however, in these circumstances, the Purchaser acknowledges that withholding tax may be deducted from any interest to which the Purchaser would otherwise have been entitled.
- 3.8 The Vendor and the Vendor’s Legal Practitioner are under no obligation to provide to the Purchaser or the Purchaser’s Legal Practitioner a statement in respect of the interest earned on the Deposit. If the Purchaser requires this, it will pay the Vendor’s Legal Practitioner’s reasonable costs associated with obtaining this statement.
- 3.9 The Purchaser and the Vendor must not make any claim on the Vendor’s Legal Practitioner for any matter arising out of this special condition 3.

4. Subject to Plan of Subdivision and Approvals

- 4.1 Settlement of this contract is conditional on:
- (a) the issue of all necessary Approvals; and
 - (b) registration of the Plan of Subdivision.
- within the Registration Period.
- 4.2 The Registration Period is the specified period for Section 9AE of the SLA.

- 4.3 The Vendor may terminate this Contract (whether or not the Vendor has a right of appeal) if in the absolute discretion of the Vendor:
- (a) a requirement for certification or registration of the Plan of Subdivision is too onerous;
 - (b) any Authority refuses the Approval or imposes unacceptable conditions on the Approval; or
 - (c) any Approval is granted after a date which is too onerous or too late in time.
- 4.4 If by the expiry of the Registration Period:
- (a) The Plan of Subdivision has not been registered; or
 - (b) all necessary Approvals have not been issued,
- either party may terminate this Contract at any time after the expiry of the Registration Period and prior to the later of the actual registration of the Plan of Subdivision and the issue of the Approval.
- 4.5 If either party terminates this Contract in accordance with special condition 4.4:
- (a) The Deposit will be refunded to the Purchaser; and
 - (b) The Purchaser is not entitled to exercise any Excluded Rights.
- 4.6 The right to terminate this contract in accordance with special condition 4.4 is unrestricted except as otherwise provided in this Contract.

5. Approvals

- 5.1 The Purchaser acknowledges that the relevant plans may not have been approved by the relevant Authority or the Registrar at the Day of Sale.
- 5.2 This Contract is conditional on the Vendor obtaining all necessary Approvals before the end of the Registration Period:
- (a) To develop the Site in accordance with the Building Plans; and
 - (b) On terms acceptable to the Vendor in its absolute discretion.
- 5.3 The Vendor will endeavour to obtain all necessary Approvals.
- 5.4 The Vendor may at any time terminate this Contract if it is unable to obtain all necessary Approvals in accordance with this special condition.
- 5.5 If the Vendor terminates this Contract in accordance with special condition 5.4:
- (a) The Deposit will be refunded to the Purchaser; and
 - (b) The Purchaser is not entitled to exercise any Excluded Rights.

6. Alterations

- 6.1 Subject to section 9AC of the Sale of Land Act, the Vendor may make such alterations to the Plan of Subdivision as it requires including without limitation amendments that are:
- (a) necessary to ensure that the Plan of Subdivision accords with the Property as proposed, designed or built from time to time;
 - (b) required to accord with good surveying practice and all laws;
 - (c) required in order to deliver services to each Lot and the Common Property;
 - (d) required to meet any requirement, recommendation or requisition of the relevant Authority, the Registrar, any other Authority or any combination of them to enable the Plan of Subdivision to be certified by the relevant Authority or registered by the Registrar; or
 - (e) considered by the Vendor to be necessary or desirable for the purposes of the Development which may include:
 - (i) creating additional lots or reducing the number of Lots including reducing or altering the Common Property to create such additional Lots; or
 - (ii) altering or varying the position of any Lot; or

(iii) any changes to the Planning Permit.

6.2 The Purchaser acknowledges that:

- (a) the exact measurements of the Property are not known as at the date of this Contract; and
- (b) the area of the Property will be substantially as shown in the Plan of Subdivision, but will require survey or re-measurement (at the cost of the Vendor).

6.3 If the Vendor makes any amendment contemplated by special condition 6.1 then, including, but not limited to an amendment which results in a variation to the size of the Property, subject to section 9AC of the Sale of Land Act, the Purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Plan of Subdivision as registered by the Registrar does not accord with the Plan of Subdivision.

6.4 If on the Day of Sale the Land is described as more than one Lot, the Vendor may consolidate those lots into one or more titles as the Vendor sees fit (but is not obliged to do so) and the Purchaser may not object to any such consolidation.

6.5 The Purchaser is not entitled to call on the Vendor to amend or alter the title or the Plan of Subdivision or contribute to the expense of any amendment or alteration of the title or Plan of Subdivision.

7. Purchaser's Acknowledgements as to Site

7.1 The Purchaser acknowledges that:

- (a) The Property purchased under this contract is part of the Site;
- (b) The Purchaser acknowledges to the Vendor that the Property purchased under this Contract is part of the Site and the Purchaser acknowledges:
 - (i) that the Vendor will determine in its discretion the timing for the commencement, the progression and the completion of the works at the Site; and
 - (ii) that as a result of all or some of the matters described in this special condition there may be inconvenience including nuisance, noise, dust, activities, public or private events which may affect the Property and/or the Purchaser's use of the Property from time to time.

7.2 The Purchaser having provided the above acknowledgements to the Vendor, agrees that:

- (a) it will not make any requisition or objection, rescind or terminate this Contract, or delay settlement; and
- (b) it must not and must ensure that any occupier of the Property does not claim any compensation from the Vendor or cause the Owner's Corporation to bring any action or make any demand, claim or objection against the Vendor, in relation to any intended or unintended consequences arising out of the matters referred to in this special condition.

7.3 Without limiting any special condition in this Contract, the Purchaser must not and must ensure that any occupier of the Property does not bring any action or make any demand, claim or objection against the Vendor, or the owners or occupiers of the Site in relation to noise, activity, events or musical performances on the Site.

8. Marketing Materials

8.1 The Purchaser acknowledges that:

- (a) any photographs and other images created for the marketing of the Development are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, all colours, finishes, materials, depictions of landscaping and laneways and other representations of images used in marketing materials;
- (b) the Vendor has no control over development by parties unrelated to the Vendor of property surrounding or nearby the Development; and
- (c) the Plan of Subdivision, Plans and Specifications may change. Further, the furniture depicted on the Plans and images are not provided by the Vendor, including any furniture in Common Property, windows furnishings such as curtains, drape covers and styling accessories for decorations. This is for

illustrative purposes only.

- 8.2 The description of areas and measurements appearing in any marketing material with respect to the Development are approximations only and may differ from such actual areas and measurements on completion of the Development.
- 8.3 The area and dimensions of any display suite or model of the Development are not representative of actual area or dimensions of the Lot, Development or any part thereof or the Common Property.
- 8.4 The information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans, images and representations are indicative only.
- 8.5 The information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.
- 8.6 The Purchaser shall not make any Claim against the Vendor or any person on behalf of the Vendor due to any matter different to the concept shown in the marketing and/or sales material.

9. Building Works

Building Contract

- 9.1 The Building Works are being constructed or are to be constructed under a separate contract that is a domestic building contract.

Acknowledgement

- 9.2 The Purchaser acknowledges that:
 - (a) this Contract is not a domestic building contract;
 - (b) the Vendor is not and will not be carrying out any domestic building work as that term is defined in the *Domestic Building Contracts Act 1995* (Vic); and
 - (c) the obligation of the Vendor is to deliver the Property to the Purchaser on the Settlement Date subject to the conditions of this Contract and compliance by the Purchaser with its obligations under this Contract.

Variations

- 9.3 The Vendor may at any time and without reference to the Purchaser vary the Plans or vary the specifications prior to or during the course of construction of the Development.
- 9.4 Without limiting special condition 9.3, the Vendor may at any time and without reference to the Purchaser vary the Plans or vary the specifications prior to or during the course of construction of the Development in any manner which the Vendor or the Vendor's architect consider (in its or their absolute discretion) necessary or desirable, provided that where work or materials are substituted the replacement shall, as near as reasonably possible, be of similar quality or standard.
- 9.5 Variations under special condition 9.3 may include:
 - (a) substitution of the fixtures, fittings, finishes and appliances specified in the Plans and specifications or identified in any marketing materials;
 - (b) changes in the size or design of balconies or gardens or other similar structures;
 - (c) changes in the size, nature or location of the Common Property;
 - (d) any changes as a result of site conditions encountered in the execution of the work for the Development; or
 - (e) variations which the Vendor's architect considers (in its absolute discretion) to be desirable or necessary to comply with the dictates of good building practice.
- 9.6 The Purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and specifications made in accordance with this special condition.
- 9.7 The Purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the plan as registered does not accord with the Plan

of Subdivision in a manner which materially affects the Lot hereby sold if any variation or discrepancy between the Lot sold and the corresponding Lot as shown on the Plan of Subdivision when registered, or any variation or discrepancy between the number, size or location of any Lot as presently appearing on the Plan of Subdivision and as appears on the Plan of Subdivision when registered is not greater than 5% variation or discrepancy, on the basis that the Purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.

Completion of Building Works

- 9.8 The Building Works will be deemed to be completed when the Vendor obtains an Occupancy Permit in respect of the Building Works.

Certification of completion

- 9.9 When the Vendor is of the opinion that the Building Works have been completed in accordance with this Contract, the Vendor will request the Certifier to issue an Occupancy Permit.
- 9.10 The Vendor must procure the Certifier to promptly either issue an Occupancy Permit or Notice of grounds for its refusal to do so.
- 9.11 The Certifier may certify completion notwithstanding minor defects or omissions on the basis that the Vendor will make all reasonable efforts to rectify within the period allowed under this special condition.
- 9.12 The determination of the Certifier to issue an Occupancy Permit will be final and binding on the parties and will constitute conclusive evidence that the Building Works are complete.

Purchaser obliged to settle

- 9.13 It is a fundamental term of this Contract that, provided that an Occupancy Permit has been issued, if at the Settlement Date any dispute arises or has arisen in relation to:
- (a) the Building Works;
 - (b) any matter referred to in special condition 9;
 - (c) the quality or standard of the Goods; or
 - (d) the quality or standard of the fittings and finish of the Property,
- the Purchaser must not make any objection or requisition and is not entitled to delay or postpone settlement.
- 9.14 The Purchaser must proceed with settlement as required by this Contract notwithstanding any dispute of the general nature contemplated by special condition 9.13.
- 9.15 For avoidance of doubt, the Purchaser shall not be entitled to delay or postpone settlement on the basis that there remain parts of the Development which are incomplete or that the works on the Common Property have not been completed.

Rectification of defects

- 9.16 The Vendor must use its reasonable endeavours to ensure that the Builder rectifies any omission or defect in the Building Works (excluding minor shrinkage and cracks) due to defects in materials and/or workmanship notified in writing to the Vendor by the Purchaser during the Defects Period.

Vendor's right not to proceed

- 9.17 The Vendor may at any time give Notice to the Purchaser that the Vendor cannot or will not proceed with the Building Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell Lots, inability to obtain finance or for any other reason whatsoever) and may by that Notice rescind this Contract with immediate effect.
- 9.18 On rescission under special condition 9.17, the Vendor must refund the Deposit and any accrued interest (less bank and government charges) to the Purchaser and neither party will have any further liability to the other in relation to this Contract, other than in relation to any antecedent breach.
- 9.19 The Purchaser must not claim any compensation if the Contract is rescinded pursuant to special condition 9.18 and the right to a refund of the Deposit shall be the sole right of the Purchaser in connection with such rescission.

Access rights after settlement

9.20 The Purchaser acknowledges:

- (a) that the Property is part of the Development on which surveying, engineering, construction and other works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
- (b) that the Vendor, the Builder (including its employees) or others authorised by the Vendor may need access to the Property for the purpose of carrying out works to the Property or lots adjoining the Property or undertaking works, tests or inspection of the Common Property and that in connection with these works, tests or inspections, the Vendor, the Builder or others authorised by the Vendor may need to temporarily restrict or prohibit access to any balcony or terrace that forms a part of the Property.

9.21 The Purchaser agrees with the Vendor to allow the Vendor, the Builder (including its employees), and others authorised by the Vendor access to the Site (including the Property) after the Settlement Date for the purpose of carrying out construction works and/or rectification works on the Property and lots adjoining the Property and agrees to comply with all reasonable directions of the Vendor, the Builder (including its employees) and others authorised by the Vendor in relation to such access and works (including any direction that temporarily restricts or prohibits access to or use of any terrace or balcony area that forms a part of the Property), on the condition that:

- (a) the access rights only be exercised where it is impracticable, in the opinion of the Builder acting reasonably, for the construction work to be carried out without obtaining such access and then only to the extent necessary;
- (b) the Vendor endeavours to ensure, except in unforeseen circumstances, that before the access rights are exercised the Builder or the Vendor gives the Purchaser at least twenty-four (24) hours' Notice; and
- (c) the Vendor endeavours to ensure that the Builder ensures that as little damage is done to the Property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the Property, it be made good as soon as practicable at the Vendor's reasonable expense.

Following settlement

9.22 The Purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of the Contract or bring any injunctive proceedings against the Vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

- (a) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Settlement Date; or
- (b) marketing of unsold lots in the Development after the Settlement Date including, but not limited to the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

Natural Products and Other Finishes

9.23 The Purchaser acknowledges and agrees that the materials:

- (a) used in the construction of the Property (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
- (b) may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
- (c) may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;
- (d) may mark or stain if exposed to certain substances;
- (e) may be damaged or disfigured by impact or scratching or other means; and
- (f) may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).

The Purchaser must not make any objection, requisition or claim nor rescind or terminate this Contract or delay settlement because of any of the occurrences referred to in special condition 9.23.

Changes to Plans

- 9.24 The Purchaser acknowledges that the Vendor may be required to include additional structural and façade elements in the Development not currently shown in the Plans due to design development or to cater for the requirements of any Authority.
- 9.25 The Purchaser cannot make any objection, requisition or claim nor rescind or terminate this Contract or delay settlement as a result of any such new structural and façade elements.

10. Title

No objection

- 10.1 On registration by the Registrar of the Plan of Subdivision, the Purchaser must accept as identical with the Property the Lot corresponding to the Property and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in respect of:
 - (a) alterations to the Plan of Subdivision made in accordance with this Contract;
 - (b) any matter contained in, endorsed upon or annexed to the Plan of Subdivision when it is registered by the Registrar;
 - (c) any Section 173 Agreement entered into by the Vendor whether or not registered on title;
 - (d) any variations between the number, size or location of the Lots presently appearing on the Plan of Subdivision and as appearing on the Plan of Subdivision as registered; or
 - (e) any renumbering of any Lot on the Plan of Subdivision.

Restrictions and conditions

- 10.2 The Purchaser buys the Property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Authority including under the Planning Permit, as a result of the Application, as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls.

Section 173 agreement

- 10.3 The Purchaser acknowledges that it may be necessary or desirable for the Vendor to enter into Section 173 Agreements that affect the Site, including any which may be required by a Responsible Authority in connection with the Planning Permit.
- 10.4 The Purchaser irrevocably authorises the Vendor to:
 - (a) negotiate the terms of any Section 173 Agreement contemplated by special condition 10.3; and
 - (b) enter into and vary such agreements.
- 10.5 The Purchaser must:
 - (a) not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in special condition 10.3; and
 - (b) if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Registrar.
- 10.6 Without limiting special conditions 10.3, 10.4, and 10.5, the Purchaser acknowledges that any Section 173 Agreement entered into as contemplated by special condition 10.3 will not constitute a defect in title to the Property or to the Common Property.

11. No Re-sale

- 11.1 The Purchaser must not until after settlement sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Purchaser's right or interest in, to or under this Contract without the prior written consent of the Vendor (which may be given or withheld in the absolute discretion of the Vendor).

11.2 The Purchaser acknowledges that special condition 11.1 is an essential term of this Contract.

12. No Caveat

12.1 The Purchaser must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any Caveat over any certificate of title relating to the Development, the Land or the land of which the Property forms a part.

12.2 The Purchaser acknowledges that a breach of special condition 12.1:

- (a) may delay or prevent registration of the Plan of Subdivision by the Registrar;
- (b) may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and
- (c) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.

12.3 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as its joint and several attorney to sign and lodge a withdrawal of any Caveat lodged by the Purchaser in breach of special condition 12.1.

13. Restrictions and Planning

13.1 The Vendor does not warrant that the Land may be used for any particular purpose.

13.2 The Purchaser buys the Land subject to:

- (a) any encroachment of adjoining properties affecting the Land;
- (b) any Law affecting the Land;
- (c) any encroachment, restriction or condition affecting or imposed upon the Land or its use;
- (d) any easement, covenant or similar encumbrance;
- (e) any rights of or claims by any authority; and
- (f) the applicable planning scheme,

and may not delay settlement, make any objection or claim any compensation for the vendor in connection with them.

14. Environmental matters

14.1 The Purchaser acknowledges that:

- (a) The Vendor is not required to deal with any Contamination; and
- (b) It is not entitled to exercise any Excluded Rights or require the Vendor to undertake or contribute to any works in relation to any Contamination and/or any notice issued by an Authority in relation to any Contamination.

14.2 On and from the Settlement Date, the Purchaser:

- (a) Releases and discharges the Vendor from and against all claims, suits, demands and actions as a result of any Contamination and costs and expenses in respect of such claims, suits, demands and actions;
- (b) Assumes all liability to comply with all Laws in respect of Contamination; and
- (c) Indemnifies the Vendor from and against all liability to perform any works and pay or contribute to any cost in relation to and any Loss from any Contamination.

15. Services

15.1 The Purchaser acknowledges that the services in the Vendor Statement may not be available at settlement and it must pay any statutory or utility fees for connecting services to the Property.

15.2 The Purchaser acknowledges that the Vendor may elect to connect a service.

15.3 If the Vendor elects to connect a service pursuant to special condition 15.2 and incurs a fee from the

relevant supplier, the fee must be paid by the Purchaser as an adjustable item under general condition 23.

- 15.4 The Purchaser is not entitled to exercise any Excluded Right if any services are available but not connected to the Property on the Settlement Date.
- 15.5 The Purchaser acknowledges that it will take title to the Land subject to all existing water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (**Existing Services**) except to the extent that they form part of the Building Works or are required for registration of the Plan of Subdivision.
- 15.6 The Purchaser is not entitled to exercise any Excluded Rights in respect of:
- (a) The nature, location, availability, non-availability, or limited availability of the Existing Services;
 - (b) Any Existing Service which is a joint service with any other land or building;
 - (c) Any Existing Service that passes through, in or over the Land; and
 - (d) Any easements arising out of any Existing Services.

16. Adjustments

Vendor to prepare adjustments

- 16.1 The Purchaser acknowledges and agrees that:
- (a) the Vendor's Legal Practitioner will prepare a statement of adjustments and provide this to the Purchaser's Legal Practitioner at least three (3) days prior to the Settlement Date;
 - (b) if the Purchaser does not object to the statement of adjustments before 5:00pm on the day which is two (2) days prior to the Settlement Date, the parties must settle the Contract on the basis of that statement of adjustments; and
 - (c) unless the Purchaser notified the Vendor of an objection to that statement of adjustments prior to the time specified in special condition 16.1(b), any error discovered in the statement of adjustments may only be resolved after settlement has been effected.

Payment of outgoings

- 16.2 The Vendor may, in its absolute discretion, elect to pay any outgoings (including land tax, council rates and water rates) in respect of the Property at any time prior to or after settlement, provided that the Vendor must pay each outgoing prior to its respective due date for payment.

Supplementary rates

- 16.3 If any supplementary rates or outgoings are assessed, levied or charged against the Property in or after the rating year in which the date for payment of the balance falls, the Purchaser shall be solely responsible to bear or pay the supplementary amount.

17. Settlement

Pre-settlement inspection

- 17.1 The Purchaser may inspect the condition of the Property once before the Settlement Date by making an inspection appointment with the Vendor's Agent. The Vendor makes no guarantee that the Property will be fully complete including, but not limited to, access to any Common Property.
- 17.2 The Vendor retains the right to:
- (a) set the time and date of the Purchaser's inspection appointment;
 - (b) limit the duration of an inspection appointment; and
 - (c) limit the number of people attending an inspection appointment.

Property and goods

- 17.3 Title to the Property and the Goods will not pass to the Purchaser until payment of the Purchase Price.
- 17.4 The Goods are sold without warranties or conditions except as set out in this Contract.
- 17.5 The Vendor may provide a depreciation schedule for items in the Property.

18. Default

- 18.1 The Purchaser is responsible for all Loss incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser:
- (a) breaching any warranty in this Contract;
 - (b) failing to comply with this Contract; or
 - (c) both of (a) and (b),
- including:
- (d) Loss incurred or suffered directly or indirectly under another contract of sale, financing arrangement, construction contract or other agreement relating to the Development or the Vendor's affairs;
 - (e) legal fees and disbursements on a full indemnity basis and any legal counsel or consultant's fees and expenses at the rate charged to the Vendor incurred in obtaining any advice or representation in relation to a breach or a failure to comply; and
 - (f) additional costs and expenses including interest, discount on bills and borrowing expenses which exceed interest payable under this Contract.
- 18.2 Special condition 18.1 operates in addition to and does not in any way limit any other right or remedy of the Vendor.
- 18.3 The Purchaser must pay to the Vendor upon demand all Loss without the necessity for any Notice and any default in respect of which the costs are incurred shall be deemed not to have been remedied unless and until such payment is made.
- 18.4 The Vendor need not incur a Loss or make a payment before enforcing a right of indemnity conferred by this Contract and the Purchaser must pay the amount owing under the indemnity in special condition 18.1 on demand by the Vendor.
- 18.5 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives rescission of this Contract.
- 18.6 Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser and the Vendor shall be entitled to serve a Default Notice under general condition 34 at any time after the date of default in respect of which the Notice is given.
- 18.7 The Purchaser must pay interest on any money payable by it under this Contract:
- (a) from the due date for payment until the money is paid; and
 - (b) on demand or whenever other monies are paid under this Contract, whichever occurs first.
- 18.8 The Vendor's right to interest does not limit any right of the Vendor or:
- (a) prevent the Vendor recovering any amount exceeding the interest as a consequence of any default by the Purchaser; or
 - (b) affect the Purchaser's obligation to pay the outstanding amount on the date it becomes due for payment.

19. Amendment

- 19.1 This contract may only be varied in writing, signed by the parties.

20. Waiver

- 20.1 A right may only waived in writing, signed by the party giving the waiver.
- 20.2 No other conduct of the party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 20.3 A waiver of a right on one or more does not operate as a waiver of that right if it arises again.
- 20.4 The exercise of all or part of a right does not prevent any further exercise of that right or of any other right.

21. Multiple Parties

- 21.1 If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:
- (a) an obligation of those persons is joint and several;
 - (b) a right of those persons is held by them severally; and
 - (c) any other reference to that party or that term is a reference to each of those person separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

22. Entire Contract

- 22.1 This Contract is the entire Contract between the parties. There is no warranty, representation or guarantee of any nature relating to the subject matter of this Contract which is not contained in this Contract or the Vendors Statement.

23. No Merger

- 23.1 No provision of this Contract:
- (a) merges on or by virtue of settlement; or
 - (b) is in any way modified, discharged or prejudiced by reason of any investigations made or information acquired by or on behalf of the Purchaser.

24. Giving Effect to this Contract

- 24.1 Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document) that any other party may reasonably require to give full effect to this Contract.

25. Severability

- 25.1 Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

26. Guarantee and Indemnity

- 26.1 If the Purchaser is or includes a corporation, other than a corporation the share of which are listed on the Australian Stock Exchange, the Purchaser must deliver to the Vendor at the same time as signing this Contract, a Guarantee in the form of the Guarantee and Indemnity.
- 26.2 If the Purchaser wishes to nominate another party and the nominee is or includes a corporation not listed on the Australian Stock Exchange, the Purchaser must submit to the Vendor an executed copy of the Guarantee and Indemnity together with the notice of nomination.
- 26.3 The Guarantee and Indemnity must be executed by the directors of the purchaser or any nominee corporation of the purchaser (as appropriate).
- 26.4 If the Purchaser or nominee does not deliver the Guarantee and Indemnity in accordance with special condition 26, the Vendor may immediately rescind this Contract and retain the deposit.

27. FIRB Approval

- 27.1 The Purchaser warrants to the Vendor:
- (a) that any approval required under the *Foreign Takeovers Act 1975* (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained by the Purchaser; or
 - (b) that a statement of non-objection in connection with the *Foreign Takeovers Act 1975* or such guidelines has been obtained by the Purchaser.
- 27.2 In the event that this warranty is untrue in any respect the Purchaser indemnifies and will keep indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as a result of the Vendor having relied on this warranty at the time of entering into this Contract.

28. Purchaser Proportions

- 28.1 If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property ("the proportion").
- 28.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 28.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 28.4 This special condition will not merge on completion.

29. Owners Corporation

Compliance with Owners Corporations Rules

- 29.1 As from the Settlement Date, the Purchaser must comply with all Owners Corporation Rules.

Purchaser requires Vendor's consent

- 29.2 So long as the Vendor is registered or entitled to be registered as the proprietor of one or more Lots on the Plan of Subdivision the Purchaser will not, without the Vendor's written consent:
 - (a) amend or cast any vote in favour of amending any Owners Corporation Rules; and/or
 - (b) lease or otherwise dispose of or grant any right over the Common Property or concur in any such lease or disposition or grant; and/or
 - (c) vote in respect of any resolution brought at any meeting of any Owners Corporation in any way prejudicial to the interests or requirements of the Vendor.

Purchaser acknowledgements

- 29.3 The Purchaser acknowledges the Vendor's entitlement prior to the Settlement Date to:
 - (a) create special Owners Corporation Rules;
 - (b) modify the Owners Corporation Rules or create additional Owners Corporation Rules without the consent of the Purchaser;
 - (c) procure the Owners Corporation to grant a lease or licence in respect of any part of the Common Property; and
 - (d) modify the Lot liabilities and Lot entitlements of Lots prior to Registration of the Plan of Subdivision.

Establishment of Owners Corporation

- 29.4 The Vendor agrees and the Purchaser acknowledges that the Vendor will, as soon as practicable after Registration of the Plan of Subdivision and before the Settlement Date, attend to the establishment of an Owners Corporation and cause any such Owners Corporation to:
 - (a) hold a meeting within the time prescribed by the Owners Corporation Act,
 - (b) pass the special resolution need to adopt the Owners Corporation Rules;
 - (c) appoint a Manager for the Owners Corporation;
 - (d) determine what fees, or contributions to a sinking fund will be payable by the owners of all Lots, which fees may include a maintenance levy;
 - (e) insure the Development or any part thereof of which the Property is a part of for its replacement value with a reputable insurer;
 - (f) pass any resolution whereby certain functions and powers of any Owners Corporation are delegated to the Manager;
 - (g) pass any resolution necessary to enable any necessary leases, licence agreements or deeds to be entered into as referred to in this Contract, or otherwise as determined by the Vendor to be desirable;

- (h) pass any resolution necessary in compliance with Parts 2-9 of the Owners Corporation Act, and/or
- (i) provide for the establishment of a committee.

Owners Corporations Rules

29.5 The Purchaser acknowledges and understands that:

- (a) the Owners Corporation may at any time establish a sinking fund for contribution by members to fund non-recurrent maintenance and capital acquisitions;
- (b) it will be bound by the Owners Corporation Rules and any other rules adopted by the Owners Corporation pursuant to this Special Condition and authorises the Vendor and/or the Owners Corporation to do all that is necessary to adopt the Owners Corporation Rules and to have them registered with the Registrar as provided by the Subdivision Act and the Owners Corporation Regulations 2007; and
- (c) the Vendor or the Owners Corporation may grant any leases or licences as may be necessary in respect of the proposed use of the Development, including but not limited to the purposes of car parking, bicycle racks and plant and equipment relating to any Lot or part of a Lot that may need to be located on Common Property or any such other leases or licences as may be necessary for the better management of the Development.

Owners Corporation certificate

29.6 After the Plan of Subdivision is registered, the Vendor will, at the expense of the Purchaser, provide to the Purchaser an Owners Corporation certificate under Section 151 of the Owners Corporation Act.

Non-Merger

29.7 The Purchaser acknowledges that:

- (a) this Special Condition 29 will not merge on the Settlement Date and will continue to bind the Purchaser and the Purchaser's successors in title; and
- (b) the Purchaser will include in any sale, transfer or disposition of the Property a condition whereby the purchaser, transferee or grantee and their successors in title agree (by entering into a deed with the Vendor) to be bound by this Special Condition.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Annexure Contract of Sale of Real Estate Deed of Guarantee and Indemnity

THIS DEED dated day of 2024

BETWEEN

NILE PROPERTY GROUP PTY LTD (ACN 604 103 611)

(Vendor)

AND

(Purchaser)

AND

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale (i.e., Lot _____ of proposed Plan of Subdivision PS923440Y) to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. The vendor shall have the fullest liberty without affecting this guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the contract of sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the money owing or any other covenants contained or implied in the contract of sale or any other remedies or securities available to the vendor and the guarantor shall not be released by any exercise by the vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the purchaser or by any other thing whatsoever which by contract of sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the guarantor;
2. This guarantee shall be a continuing guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the money hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the purchaser of the whole of the purchase price, interest and other money payable by the purchasers under the contract of sale;
3. This guarantee shall not be determined by the liquidation of the guarantor and shall bind the successors or assignees of the guarantor;
4. This guarantee shall not be affected or prejudiced by any variation or modification of the terms of contract of sale except that the contract as varied or modified shall thereafter be deemed to be the contract of sale referred to herein or by the transfer or partial transfer of any part of the land to the purchaser pursuant to the terms thereof;
5. This guarantee shall not affect or be affected by any or any further security now or hereafter taken by the vendor or by any loss by the vendor of such collateral or other security or otherwise any of the money at any time owing under the contract of sale to the vendor or by any laches or mistake on the part of the vendor;
6. This guarantee and indemnity shall at all times be valid and enforceable against the guarantor notwithstanding:
 - a) That the contract for the repayment of the money hereby secured is void or cannot be legally enforced against the purchaser for reasons arising out of an act, omission, state or condition of the purchaser;
 - b) That the purchaser was prohibited, whether expressly or by implication, by law contract or otherwise from entering into the contract of sale or was without the capacity or under some legal disability in respect thereof; and
 - c) That the vendor had or ought to have had knowledge of any matters referred to in this clause.
7. Until the vendor shall have received all money payable to it under the contract of sale the guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the purchaser and in the event of the purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the guarantor shall not be entitled to prove or claim in the liquidation of the purchaser in competition with the vendor so as to diminish any dividend or payment which but for such proof the vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the vendor may receive from such winding up shall not prejudice the

right of the vendor to recover from the guarantor to the full amount of this guarantee the money due to the vendor. The guarantor further covenants with the vendor after the purchaser shall have gone into liquidation to pay to the vendor all sums of money received by the guarantor for credit of any account of the purchaser and for which the guarantor may in any liquidation or official management of the purchaser be obliged to account or may in its discretion so account;

8. Any demand or notice to be made upon the guarantor by or on behalf of the vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a director of the vendor or by any solicitor purporting to act for the vendor or by any other person duly authorised by the directors of the vendor to make such demand on behalf of the vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the guarantor at its address as hereinbefore provided;
9. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained;
10. This guarantee shall enure for the benefit of the vendor and its successors and transferees;
11. For the consideration aforesaid and as a separate and coverable covenant the guarantor HEREBY AGREES to indemnify the vendor not only by reason of the non-payment by the purchaser of all money payable or that may become payable under the contract of sale but also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract of sale; and
12. Notwithstanding anything else herein contained, but subject to clauses 6 and 11 hereof, the guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the purchaser shall be liable under the contract and upon payment to the vendor of all money payable as aforesaid under the contract and any money payable under clauses 6 and 11 hereof, if any, whether by the purchaser or by the guarantor or otherwise then this guarantee shall be at an end and the guarantor shall be forever freed and discharged from all of its provisions.

EXECUTED AS A DEED

Vendor:

EXECUTED by **VENDOR** in accordance with

Section 127 of the *Corporations Act 2001*:

..... ← **Sign Here**
Director

.....
Full Name

.....
Usual Address

..... ← **Sign Here**
Director and secretary

.....
Full Name

.....
Usual Address

Purchaser:

EXECUTED by **PURCHASER** in accordance with

Section 127 of the *Corporations Act 2001*:

..... ← **Sign Here**
Director

.....
Full Name

.....
Usual Address

..... ← **Sign Here**
Director and secretary

.....
Full Name

.....
Usual Address

GUARANTORS:

EXECUTED by **GUARANTOR** in the presence of:**← Sign Here**
Guarantor

..... **← Sign Here**
Witness

.....
Full Name

.....
Usual Address

EXECUTED by **GUARANTOR** in the presence of:**← Sign Here**
Guarantor

..... **← Sign Here**
Witness

.....
Full Name

.....
Usual Address

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

LOT___ 2 PHILIP STREET, HEATHMONT VIC 3135

Vendor's name

NILE PROPERTY GROUP PTY LTD (ACN 604 103 611)

Date

27 / 2 / 2024

**Vendor's
signature**



Director/Secretary

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

- (a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

See attached.

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

Page 1 of 1

VOLUME 08315 FOLIO 152

Security no : 124111986757S
Produced 19/01/2024 09:36 AM

LAND DESCRIPTION

Lot 23 on Plan of Subdivision 051412.

PARENT TITLES :

Volume 06741 Folio 159 Volume 08041 Folio 938

Created by instrument A661971 17/12/1958

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

NILE PROPERTY GROUP PTY LTD of 3/107 WANTIRNA ROAD MELBOURNE VIC 3134
AN515807V 02/02/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN515808T 02/02/2017
NATIONAL AUSTRALIA BANK 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP051412 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: 2 PHILIP STREET HEATHMONT VIC 3135

ADMINISTRATIVE NOTICES

NIL

eCT Control 00009E NATIONAL AUSTRALIA BANK
Effective from 02/02/2017

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP051412
Number of Pages (excluding this cover sheet)	3
Document Assembled	19/01/2024 09:36

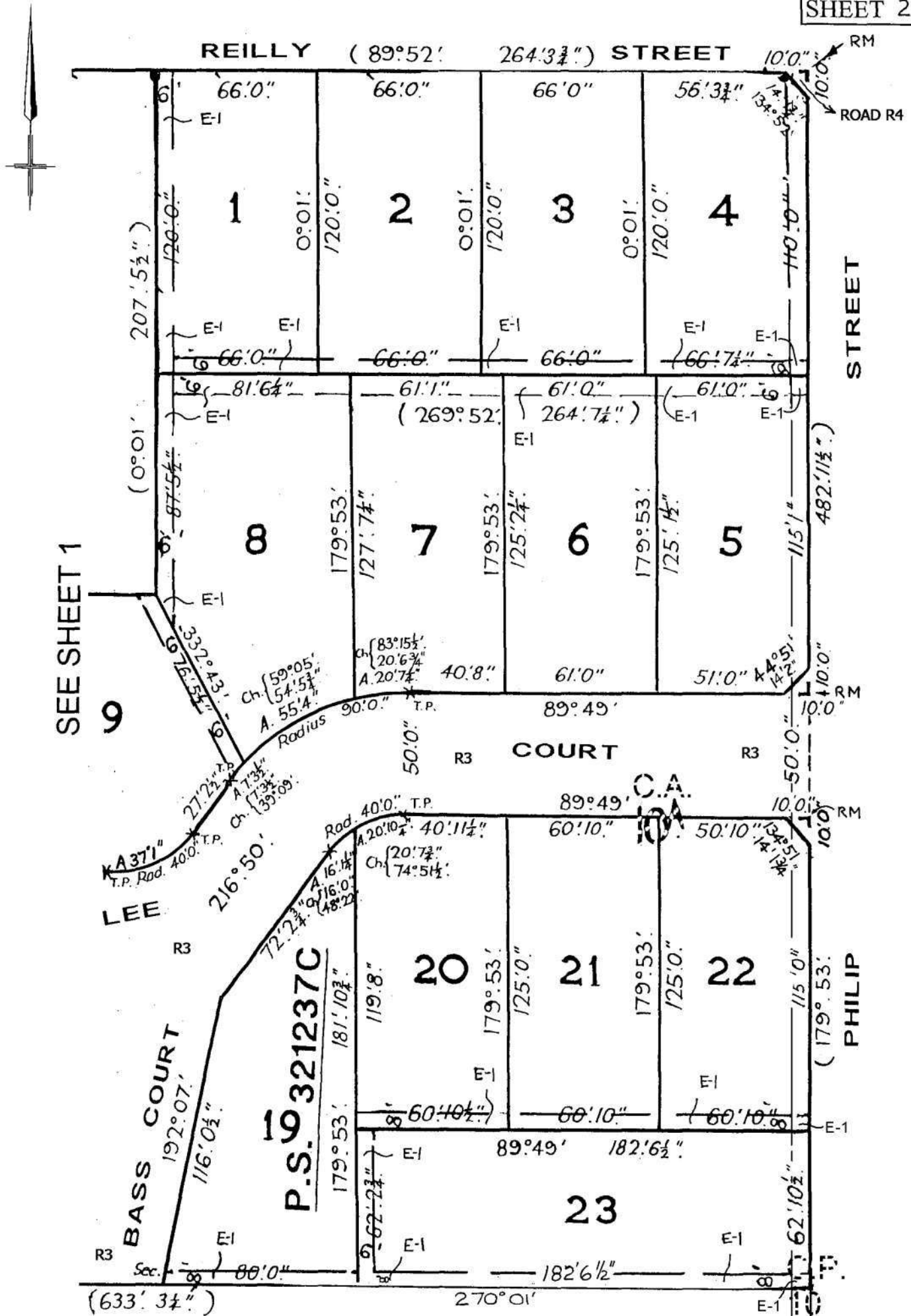
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LP 51412

2 SHEETS
SHEET 2



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

995439

APPLICANT'S NAME & ADDRESS

JASPER LAWYERS PTY LTD C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

NILE PROPERTY GROUP PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

351779

This certificate is issued for:

LOT 23 PLAN LP51412 ALSO KNOWN AS 2 PHILIP STREET HEATHMONT
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4

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

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

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

19 January 2024

Sonya Kilkenny
Minister for Planning

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

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

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

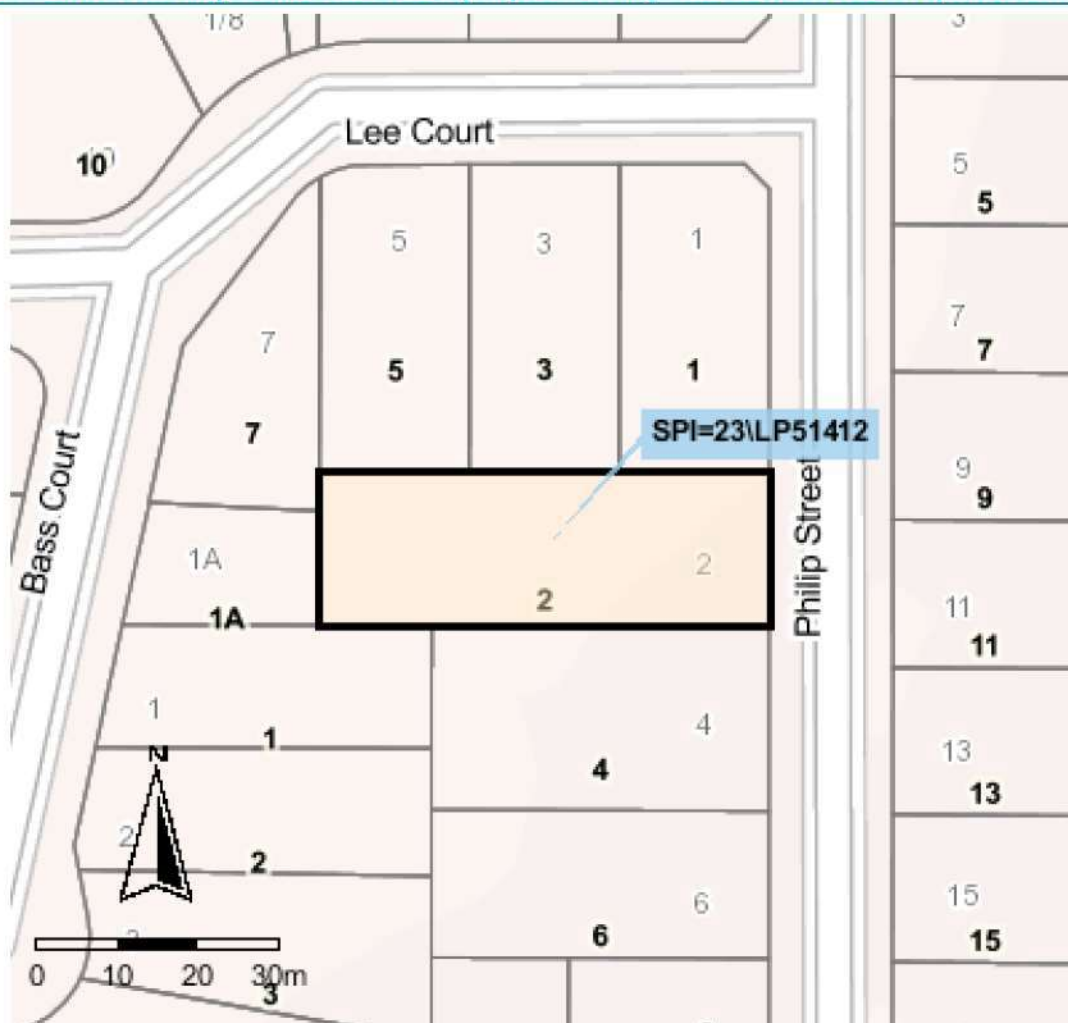
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

PLANNING PERMIT



Permit No. : M/2018/557

Page 1 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

Address of the land:

2 Philip Street, Heathmont VIC 3135

The permit allows:

Construction of three double storey dwellings in accordance with the endorsed plans.

The following conditions apply to this permit:

1. Amended plans required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plans must be generally in accordance with the plans dated 16 May 2018, but modified to show:

- (a) The front façade of dwelling 1 to be improved by introducing a variety of building materials and/or window sizes to provide interest (eg. reducing the size of the centre stairwell window, and introducing some of the synthetic weatherboard material around the front south-east corner of dwelling 1),
- (b) landscaping in accordance with condition 10,
- (c) notation of all tree protection measures in accordance with condition 10.

2 Layout not altered – development

The development as shown on the endorsed plans must not be altered without the written consent of the responsible authority.

3 Construction Plans for Paving Required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

PLANNING PERMIT



Permit No. : M/2018/557

Page 2 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

4 Car Park and Access Lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with a durable all-weather seal;
- (b) Drained to the nominated legal point of discharge;

all to the satisfaction of the Responsible Authority.

5 Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost construct a concrete vehicular crossing at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

6 Construction Plans for Drainage Required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate, if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority; and
- (f) Provide appropriate stormwater detention storage for a 10 Year ARI storm event to limit the maximum discharge rate to the PSD;

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

PLANNING PERMIT



Permit No. : M/2018/557

Page 3 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

7 Drainage Works Required

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

8 Control Sediment Laden Run Off

During the works, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority

9 Noise from building works - minor developments

Demolition or building/construction works (which may adversely affect the amenity of the neighbourhood through the emission of noise, light, vibration, dust or any other matter) must not be carried out on any land;

- before 7.00am or after 8.00pm on weekdays, OR
- before 9.00am or after 8.00pm on any Saturday, Sunday or public holiday.

10 Landscape plan

Before the development starts, a landscape plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:

- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- (c) details of surface finishes of pathways and driveways;

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

PLANNING PERMIT



Permit No. : M/2018/557

Page 4 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

-
- (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
 - (e) landscaping and planting within all open areas of the site;
 - (f) A minimum of nine canopy trees (minimum two metres tall when planted) in the following areas: 2 in front setback; 1 in SPOS of dwelling 2, and 2 in rear setback of dwelling 3; plus an additional 4 canopy trees in appropriate locations within the site to the satisfaction of the responsible authority;
 - (g) a tree protection zone and structural root zone for each tree to be retained.

All species selected must be to the satisfaction of the responsible authority.

11 Landscaping completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority.

12 Landscaping maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the responsible authority, including that any dead, diseased or damaged plants are to be replaced.

13 No vegetation removal

Unless with the prior written consent of the responsible authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

14 Tree protection fence

Before the development (including demolition and any site works) starts, a tree protection fence must be erected around Tree No 1 at a radius from the base of the trunk(s) to define a 'Tree Protection Zone'. The fence must be constructed of star pickets and chain mesh or similar to the satisfaction of the responsible authority. The tree protection fence must remain in place until construction is completed. During the

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

PLANNING PERMIT



Permit No. : M/2018/557

Page 5 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100 mm deep layer of mulch and watered regularly to the satisfaction of the responsible authority.

15 Tree protection zone

Unless with the prior written consent of the responsible authority, the following must not occur within the Tree Protection Zone:

- (a) Vehicular or pedestrian access;
- (b) Trenching or soil excavation;
- (c) Storage or dumping of materials, tools, equipment or waste.

16 Works in tree protection zone

Any development (including works) within a Tree Protection Zone must be undertaken to the satisfaction of the responsible authority and supervised by a suitably qualified arborist.

17 Screening of Equipment

The plant and equipment on the roof of the building must be screened in a manner to complement the appearance of the building to the satisfaction of the Responsible authority.

18 No Communication Devices Visible

Communication devices, cabling, antennae, satellite dishes and plant must be consolidated, rationalised and integrated into the building design and must not be visible from the surrounding streets to the satisfaction of the responsible authority.

19 Time limit – development only

This permit will expire if one of the following circumstances applies:

PLANNING PERMIT



Permit No. : M/2018/557

Page 6 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

-
- (a) the development is not started within two years of the date of this permit; or
 - (b) the development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires

Permit Notes:

Submission of plans

Plans and documents for assessment can be submitted via email to:
maroondah@maroondah.vic.gov.au

If your information is too large to email, please contact Planning administration on 9298-4287 to access our online lodgement portal.

Following assessment, Council may seek changes to plans to ensure that permit requirements are met.

Landscape Inspection:

- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works.

ENGINEERING NOTES FOR DEVELOPMENT ONLY:

Legal Point of Discharge Required

Prior to preparing Drainage Plans, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 133. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

Asset Protection Permit Required

Signature for the responsible authority:
Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

PLANNING PERMIT



Permit No. : M/2018/557

Page 7 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

At least seven (7) days before any works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

Paving & Drainage Plan Requirements

Information regarding Council's requirements for the preparation of paving and drainage plans can be found on Council's website: www.maroondah.vic.gov.au/DevelopmentDesignGuidelines.aspx

Plans must be submitted by emailing maroondah@maroondah.vic.gov.au

Maintenance of the building site and areas adjacent to the building site:

- Prior to the commencement of work, sandbags, sediment fences and/or hay bales must be used to surround drains and the perimeter of sloping land. This will reduce the potential for sediment being washed off-site and polluting the stormwater system.
- Mud and clay tracked onto the footpath and roadway by a vehicle or trailer must be immediately removed back to the building site.
- All building materials and building debris must be stored on site – **not** on the naturestrip, footpath, or roadway. This applies to materials removed from the site and deliveries of new materials to the site.
- All pedestrian walkways, footpaths, roadways and the area adjacent to and nearby the building site must be kept free of materials and kept safely trafficable at all times.
- The use of timber vehicle crossing protectors is prohibited within Maroondah.

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**. Please check with the responsible authority that this permit is current and can be acted upon.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if—
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision—
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Signature for the responsible authority:

Digitally signed by Angela Kechich (Maroondah City Council)

Date issued : 23-Aug-2018

Our Reference: M/2018/557
Enquiries to: Linda Arranga
9298-4204

31 May 2022

Sketch Building Design
554-556 Glenhuntly Rd
Elsternwick VIC 3185

Dear Sir/Madam

Application Number: M/2018/557
Application Address: 2 Philip Street, Heathmont VIC 3135

Thank you for your request for an extension of time for Planning Permit **M/2018/557**.

I wish to advise that the request has been approved and an extension of time for a two year period is granted to start and complete the development.

The new permit expiry dates are:

- 23 August 2024 to start the development
- 23 August 2026 to complete the development

The Planning Permit requires Council approval of plans or documents as conditions of the permit prior commencement of works. The following items remain outstanding.

- Condition No 1 Amended Plans Required
- Condition No 3 Construction Plans for Paving Required
- Condition No 6 Construction Plans for Drainage Required
- Condition No 10 Landscape Plan Required.

Should you have any queries relating to the above, please do not hesitate to call me on the above number.

Yours faithfully



on behalf of
Linda Arranga
STATUTORY PLANNING

Telephone Enquiries: 03 9298 4327
Your Reference: 71544263-015-8:72544
Reg 51 (1)



19 January 2024

SERV
DX250639
Melbourne

Dear Sir/Madam

Re: 2 Philip Street, Heathmont VIC 3135 Lot 23 LP 51412

I refer to your request for information available from Council records concerning the above property.

No Building Permits have been issued in the last 10 years.

No Building Notices or Orders are outstanding against this property.

Combined Allotments

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

Subdivision of an existing building

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is registered and fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <https://www.maroondah.vic.gov.au/Residents-property/Swimming-pool-and-spa-registration-and-fencing>

Yours faithfully

Leanne Wilson

Leanne Wilson
Municipal Building Surveyor

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

19 January 2024

SERV
DX250639
Melbourne

Dear Sir/Madam

Re: Property Information Request

In reply to your request for information pursuant to Reg 51(2) of the Building Regulations 2018, I wish to advise the following:

Subject address: 2 Philip Street, Heathmont VIC 3135 (Lot 23 LP 51412)

Description of proposed work: Not stated

Requested Information Reg 51(2)

- Council **has** designated the area to be subject to the infestation of termites as described in regulation 150.
- Council **has not** designated the area to be subject to significant snow falls as described in regulation 152.
- A search of Council records has indicated the subject property **is not** in an area determined to be liable to flooding as described in regulation 153.
- The subject property **is not** designated land or designated works as described in regulation 154.
- The property **is** connected to Yarra Valley Waters sewer system.
- Street Type: **Non Declared Road**
- The Maroondah Planning Scheme has not specified any bushfire attack level (BAL) within the municipality. However your property may still be located in a bushfire prone area and consequently be subject to a (BAL).

To view bushfire prone area maps go to:

<https://www2.delwp.vic.gov.au/maps/maps-and-spatial-data>

NOTES:

- An Asset Protection Permit may be required prior to the commencement of any building work. For further information please contact the Asset Protection Team on 03 9298 4590.
- Maroondah City Council has introduced a Schedule to the Residential 1 Zone that has been adopted under Schedule 6 of the Building Regulations 2018.

Yours faithfully

Leanne Wilson

Leanne Wilson
Municipal Building Surveyor

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

Visit us

City Offices Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon

ABN 98 606 522 719

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



SERV
DX250639
Melbourne

Certificate No: 92596
Applicant Ref: 71544263-014-1:72545
Date: 19 January 2024

This certificate PROVIDES information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958**, the **Fire Services Property Levy Act 2012** or under a Local 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 Council or the relevant authority. A fee may be charged for such information.

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Fire Services Property Levy: In full payments must be paid by 15 February in the year ending 30 June 2024 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 135814

Property Location: 2 Philip Street
Heathmont VIC 3135
Lot 23 LP 51412

Title Details: CT-8315/152

Valuations

Site Value: \$1,200,000
Capital Improved Value: \$1,250,000
Nett Annual Value: \$62,500
Relevant Date: 1st January 2023

ADDITIONAL INFORMATION**Contact us**

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

**RE: 2 Philip Street
Heathmont VIC 3135**

Certificate No:

92596

FINANCIAL INFORMATION

Assessment No:	1358142		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	2,392.95	0.00	2,392.95
Waste Service Charge	429.00	0.00	429.00
State Government Fire Levy CFA	182.50	0.00	182.50
Municipal Charge	0.00	0.00	0.00
Bank Fees	0.00	0.00	0.00
State Deficit Levy	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			0.00
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$3,004.45</u>

TOTAL BALANCE

\$3,004.45

BPAY Payment Details

Biller Code: 118992

Reference Number:0013581426

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Revenue Services
Maroondah City Council

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

19th January 2024

Jasper Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LA
LANDATA

Dear Jasper Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LA,

RE: Application for Water Information Statement

Property Address:	2 PHILIP STREET HEATHMONT 3135
Applicant	Jasper Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LA LANDATA
Information Statement	30821529
Conveyancing Account Number	7959580000
Your Reference	351779

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

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

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

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	2 PHILIP STREET HEATHMONT 3135
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	2 PHILIP STREET HEATHMONT 3135
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STATEMENT UNDER SECTION 158 WATER ACT 1989

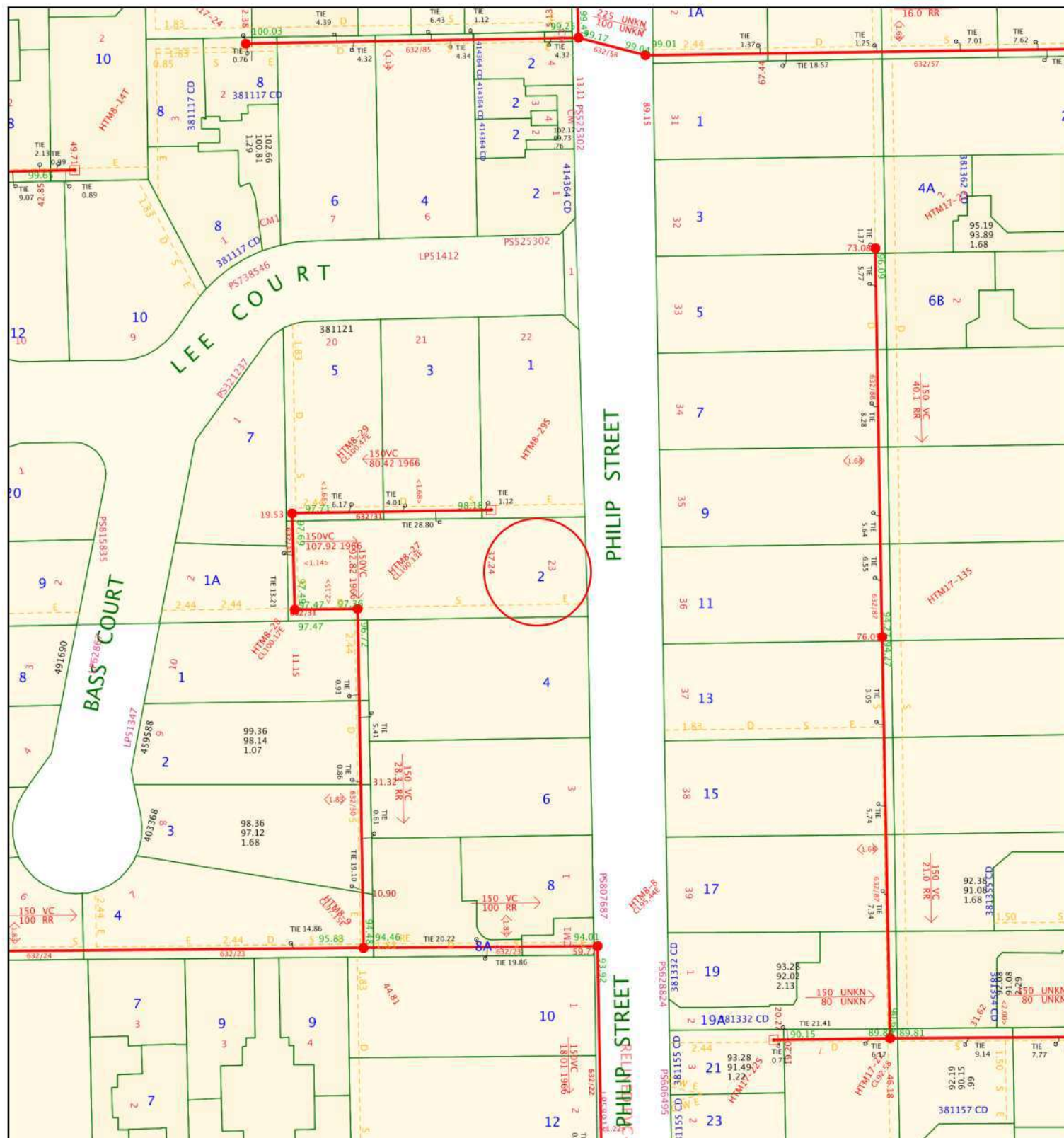
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30821529**

Address	2 PHILIP STREET HEATHMONT 3135
Date	19/01/2024
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;

Jasper Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6784967335
Rate Certificate No: 30821529

Date of Issue: 19/01/2024
Your Ref: 351779

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
2 PHILIP ST, HEATHMONT VIC 3135	23\LP51412	1345932	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$20.04
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	12-09-2023 to 11-12-2023	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$114.46
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$21.10
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$29.38
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$184.98

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1345932

Address: 2 PHILIP ST, HEATHMONT VIC 3135

Water Information Statement Number: 30821529

HOW TO PAY



Bill Code: 314567
Ref: 67849673358

Amount
Paid

Date
Paid

Receipt
Number

Property Clearance Certificate

Land Tax



INFOTRACK / JASPER LAWYERS PTY LTD

Your Reference:	241716
Certificate No:	68408345
Issue Date:	19 JAN 2024
Enquiries:	ESYSPROD

Land Address: 2 PHILIP STREET HEATHMONT VIC 3135

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7541203	23	51412	8315	152	\$6,450.00

Vendor: NILE PROPERTY GROUP PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
NILE PROPERTY GROUP PTY LTD	2024	\$1,200,000	\$6,450.00	\$0.00	\$6,450.00

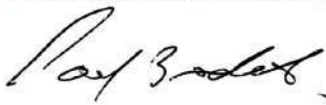
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,250,000
SITE VALUE:	\$1,200,000
CURRENT LAND TAX CHARGE:	\$6,450.00



Notes to Certificate - Land Tax

Certificate No: 68408345

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$6,450.00

Taxable Value = \$1,200,000

Calculated as \$4,650 plus (\$1,200,000 - \$1,000,000) multiplied by 0.900 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 68408345

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 68408345

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / JASPER LAWYERS PTY LTD

Your Reference:	241716
Certificate No:	68408345
Issue Date:	19 JAN 2024

Land Address: 2 PHILIP STREET HEATHMONT VIC 3135

Lot	Plan	Volume	Folio
23	51412	8315	152

Vendor: NILE PROPERTY GROUP PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 68408345

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 68408343

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 68408343

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jasper Lawyers Pty Ltd C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 351779

NO PROPOSALS. As at the 19th January 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

2 PHILIP STREET, HEATHMONT 3135
CITY OF MAROONDAH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 19th January 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71544263 - 71544263092822 '351779'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 2 PHILIP STREET

SUBURB: HEATHMONT

MUNICIPALITY: MAROONDAH

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 49 Reference H12

DATE OF SEARCH: 19th January 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 71544263 - 71544263092822
'351779'

Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

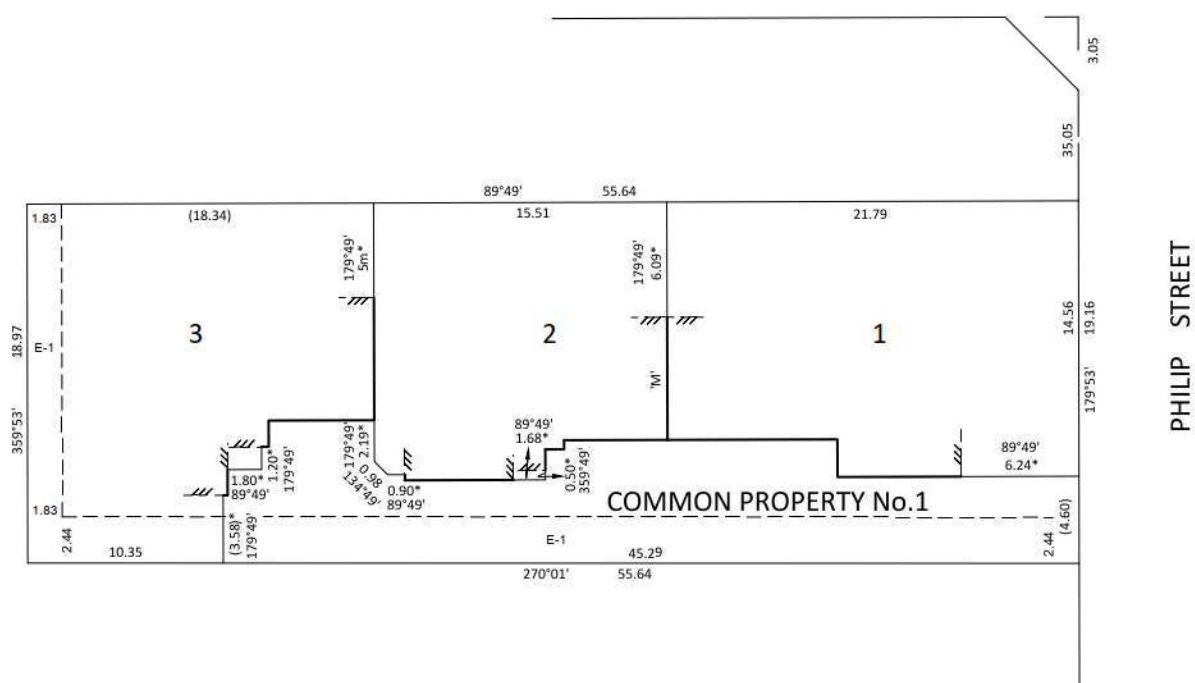
For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

PLAN OF SUBDIVISION			EDITION 1		PS923440Y	
LOCATION OF LAND			MAROONDAH CITY COUNCIL			
<div>PARISH: RINGWOOD</div> <div>TOWNSHIP: —</div> <div>SECTION: —</div> <div>CROWN ALLOTMENT: 10A (PART)</div> <div>CROWN PORTION: 10 (PART)</div> <div>TITLE REFERENCE: VOL. 08315 FOL. 152</div> <div>LAST PLAN REFERENCE: LOT 23 ON LP51412</div> <div>POSTAL ADDRESS: 2 PHILIP STREET, (at time of subdivision) HEATHMONT, VIC 3135</div> <div>MGA CO-ORDINATES: E: 344 156 ZONE: 55 (of approx centre of land in plan) N: 5 811 826 GDA 2020</div>			<div>PRELIMINARY</div> <div>THIS PRELIMINARY PLAN OF SUBDIVISION IS FOR PLANNING PERMIT APPLICATION PURPOSES ONLY AND MAY VARY SUBJECT TO FINAL SURVEY AFTER WORKS ARE COMPLETED.</div>			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
NIL		NIL				
NOTATIONS			<div>BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES.</div> <div>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN: BOUNDARIES MARKED BY 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES</div> <div>DIMENSIONS SHOWN THUS 12.01* ARE MEASURED TO THE EXPOSED FACE OF THE BUILDING.</div> <div>///- INDICATES THE LOCATION OF STRUCTURE (NON-BOUNDARY)</div>			
DEPTH LIMITATION: 15.24m APPLIES TO ALL LAND SHOWN IN PLAN						
<div>This is a SPEAR plan.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No.</div> <div>SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). - In Proclaimed Survey Area No. -</div>						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE & SEWERAGE	SEE PLAN	LP51412	LOTS SHOWN ON LP51412		
<div>PRIME</div> <div>SURVEYING TOWN PLANNING LAND DEVELOPMENT</div> <div>W: www.primelandconsultants.com.au T: 03 8326 1308 M: 0466 967 303 E: info@primelandconsultants.com.au A: 1A Bruce Street, Kensington, VIC 3031</div>			SURVEYORS FILE REF: SD2401-06		ORIGINAL SHEET SIZE: A3	
			SHEET 1 OF 2			

THIS PRELIMINARY PLAN OF SUBDIVISION
IS FOR PLANNING PERMIT APPLICATION
PURPOSES ONLY AND MAY VARY
SUBJECT TO FINAL SURVEY AFTER
WORKS ARE COMPLETED.

TITLE NORTH



PRIME

SURVEYING | TOWN PLANNING | LAND DEVELOPMENT

W: www.primelandconsultants.com.au T: 03 8316 1308 | M: 0466 967 303
E: info@primelandconsultants.com.au A: 1A Kensington, Kensington, VIC 3031

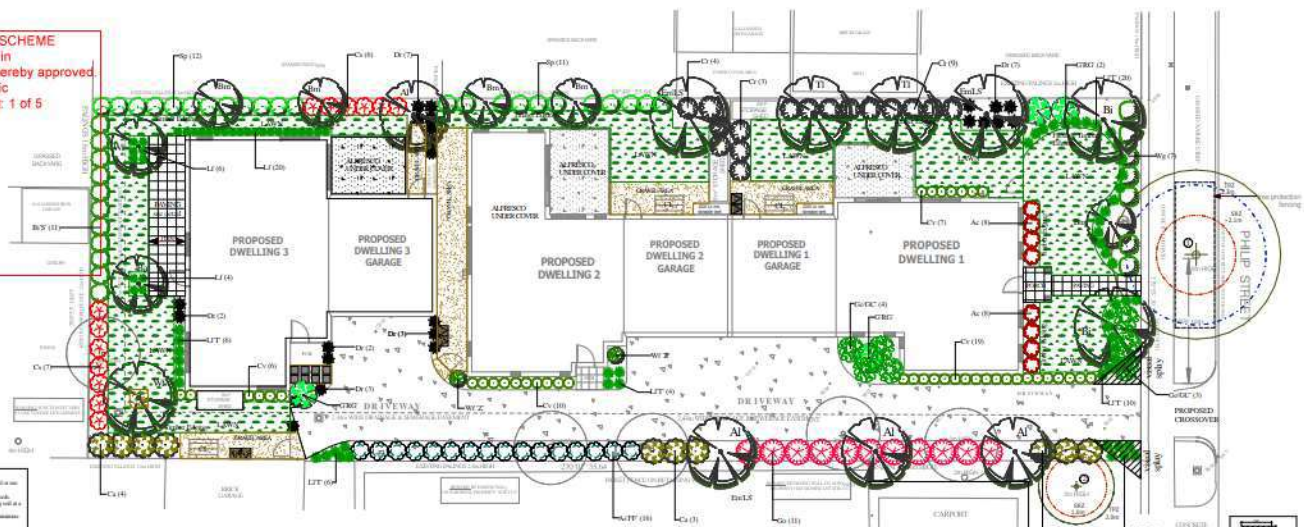
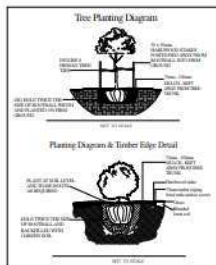
SURVEYORS FILE REF: SD2401-08

SCALE
1:200

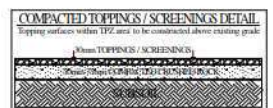
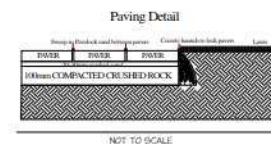
ORIGINAL SHEET
SIZE: A3

SHEET 2

MAROONDAH PLANNING SCHEME
This Plan referred to in
Planning Permit M/2018/577/C is hereby approved
Officer: Tihana Kljajic
Date: 23/02/2024 Sheet: 1 of 5

[illegible][illegible]

No	Common name	Botanical name	Tree	Height (m)	DBH (cm)	WT (m)	SW (m)	Health	Branch structure	Trunk structure	Age	ULI rating	Retention value	Comment
1	Acacia tree	<i>Acacia robusta</i>	T	25	25	1.5	0.7	A	P	P	10	20	10	
2	Wattle	<i>Acacia saligna</i>	T	20	20	1.5	0.6	A	P	P	10	10	10	

[illegible]

Revision #: A
Date: 19/01/2024

Scale:
1:100

Landscape Plan:
2 Philip Street Heathmont

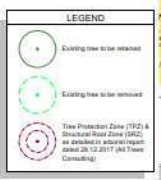
Landscape Design by: S.F.
Sun 'n' Shade Pty Ltd



NOTE
Tree protection fencing must be constructed of star pickets and chain mesh or similar to the satisfaction of the responsible authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100mm deep layer of mulch and watered regularly to the satisfaction of the responsible authority.

NOTE
All levels are to A.H.D. Refer to site survey and site re-establishment for additional details.

NOTE
Proposed canopy trees are shown indicative. Refer to Landscape Plan prepared by Sun TV Shade for tree location & species.



DEVELOPMENT SUMMARY

SITE AREA:	1581 sqm
SITE COVERAGE:	88.81 sqm 56.75 %
DRIVEWAYS:	163.12 sqm 17.26 %
PERMEABILITY:	668.13 sqm 62.24 %
GARDEN AREA:	668.65 sqm 67.10 %

DWELLING 1

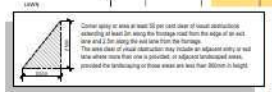
PROPOSED GP:	56.22 sqm 3.55 sq
PROPOSED PP:	56.22 sqm 3.55 sq
PORCH:	2.76 sqm 0.36 sq
GARAGE:	36.46 sqm 3.02 sq
TOTAL:	151.66 sqm 23.65 %
PRIVATE OPEN SPACE:	156.56 sqm approx

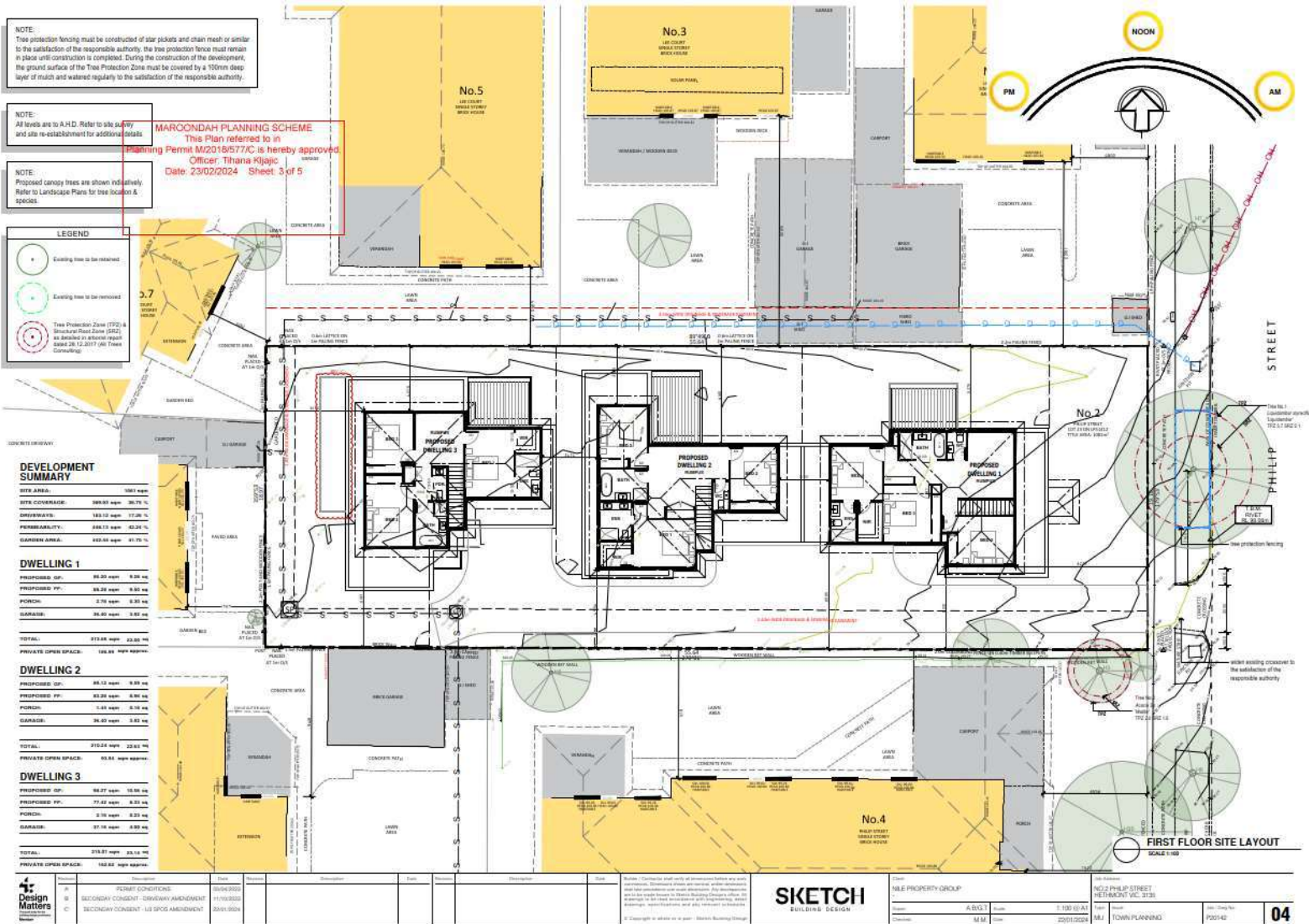
DWELLING 2

PROPOSED GP:	56.12 sqm 3.55 sq
PROPOSED PP:	56.12 sqm 3.55 sq
PORCH:	1.43 sqm 0.18 sq
GARAGE:	36.46 sqm 3.02 sq
TOTAL:	150.13 sqm 23.65 %
PRIVATE OPEN SPACE:	65.86 sqm approx

DWELLING 3

PROPOSED GP:	56.27 sqm 3.55 sq
PROPOSED PP:	56.27 sqm 3.55 sq
PORCH:	3.14 sqm 0.33 sq
GARAGE:	37.14 sqm 3.02 sq
TOTAL:	152.82 sqm 23.65 %
PRIVATE OPEN SPACE:	153.02 sqm approx





NOTE:
This protection fencing must be constructed of star pickets and chain mesh or similar to the satisfaction of the responsible authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100mm deep layer of mulch and watered regularly to the satisfaction of the responsible authority.

NOTE:
All levels are to A.H.D. Refer to site survey and site re-establishment for additional details.

NOTE:
Proposed canopy trees are shown indicatively. Refer to Landscape Plans for tree location & species.

LEGEND

- Existing tree to be retained
- Existing tree to be removed
- Tree Protection Zone (TPZ) & Structural Root Zone (SRZ) as detailed in attached report dated 28.12.2017 (see Trees Covering)

DEVELOPMENT SUMMARY

Site Area:	1561 sqm
Site Coverage:	589.55 sqm 38.75 %
Driveways:	150.00 sqm 17.36 %
Permeability:	269.13 sqm 26.28 %
Garden Area:	652.55 sqm 41.75 %

DWELLING 1

Proposed G.P.:	60.30 sqm 3.90 sq
Proposed F.P.:	59.30 sqm 3.80 sq
Porch:	0.78 sqm 0.05 sq
Garage:	56.80 sqm 3.60 sq
TOTAL:	177.18 sqm 22.62 %
Private Open Space:	126.88 sqm approx

DWELLING 2

Proposed G.P.:	66.12 sqm 4.23 sq
Proposed F.P.:	63.26 sqm 4.05 sq
Porch:	1.65 sqm 0.10 sq
Garage:	56.40 sqm 3.60 sq
TOTAL:	187.43 sqm 23.92 %
Private Open Space:	65.56 sqm approx

DWELLING 3

Proposed G.P.:	66.27 sqm 4.24 sq
Proposed F.P.:	77.62 sqm 4.97 sq
Porch:	0.16 sqm 0.01 sq
Garage:	57.18 sqm 3.65 sq
TOTAL:	201.23 sqm 25.76 %
Private Open Space:	160.62 sqm approx

Revision	Description	Date	Revised by	Checked by	Approved by
A	PRELIMINARY CONCEPTS	20/04/2023			
B	SECONDARY CONCEPT - DRIVEWAY AMENDMENT	21/05/2023			
C	SECONDARY CONCEPT - LUS SPDS AMENDMENT	25/01/2024			

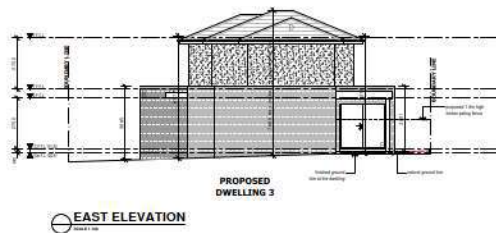
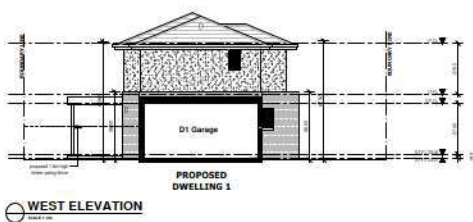


MARCOONDAH PLANNING SCHEME
 This Plan referred to in
 Planning Permit M/2018/577/C is hereby approved.
 Officer: Tihana Kijajic
 Date: 23/02/2024 Sheet: 4 of 5



	Project: A. PLANNING CONDITIONS B. SECONDARY CONSENT - DRIVEWAY AMENDMENT C. SECONDARY CONSENT - LOT SPOT AMENDMENT	Date: 05/04/2024 19/10/2023 25/01/2024	Revision: 	Description: 	Date: 	Revision: 	Description: 	Date: 	Notes: (Changes and work on drawings follow any such amendments. Drawings should not be used for construction until approved by the Council. All drawings are for information only and are not to be used for construction without the approval of the Council. All drawings are for information only and are not to be used for construction without the approval of the Council.) © Copyright or other in part - Design Matters Group	<div> <div> SKETCH BUILDING DESIGN </div> <div> Client: HALE PROPERTY GROUP Project: A BOLT Location: M.M. Scale: 1:100 (S.A.) Date: 25/01/2024 </div> <div> Site Address: 1022 PINKUP STREET, HETTING VIC. 3176 Plan: RAJ Sheet: TOWN PLANNING Date: 23/02/2024 </div> </div>
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MAROONDAH PLANNING SCHEME
This Plan referred to in
Planning Permit M/2018/577/C is hereby approved.
Officer: Tihana Kijajic
Date: 23/02/2024 Sheet: 5 of 5



Revision	Description	Date	By	Check	Drawn	Scale	Notes
A	PLANNING CONDITIONS	20/04/2024					
B	SECONDARY CONSENT - DRIVEWAY AMENDMENT	19/10/2024					
C	SECONDARY CONSENT - LOT SPOT AMENDMENT	20/01/2024					

Client	HAILE PROPERTY GROUP	Site Address	40/2 PINEAPPLE STREET, HETTERTON VIC. 3173
Project	A.B.O.L.T.	Scale	1:100 (S.A.)
Drawn	M.M.	Date	20/01/2024
Sheet	06	Page	06

Document:	Interior Fixtures & Finishes Schedule
Date	2024.02.05
Address	2 Philip St Heathmont
INTERNAL PAINT	SELECTION
Internal (General)	White in general
STAIRCASE	SELECTION
Treads, Risers, Riser Detail	Carpet
Handrail	Black
INTERNAL DOORS & HARDWARE	SELECTION
Internal Doors	Flush Panel
Handles	Black
FLOORING	
TILES	SELECTION
Bathroom / Ensuite / Powder / Laundry	Tile Finish
CARPET	SELECTION
All bedrooms & First Floor Living	Carpet Finish
TIMBER	SELECTION
Ground Floor Kitchen / Living / Dining	Laminate Floorboards
WALL TILES	
TILES	SELECTION
Bathroom / Ensuite / Powder / Laundry	Tile Finish
JOINERY	
KITCHEN	SELECTION
Island Bench	Stone Finish
Other benchtop	Stone Finish
Cabinets (overhead & lower)	Laminate Finish
Internal Carcass	Melamine White
Splashback	Glass Splashback
WIP	SELECTION
Benchtop	Stone Finish
Cabinets (overhead & lower)	Laminate Finish
Internal Carcass	Melamine White
Splashback	Glass Splashback
LAUNDRY	SELECTION
Benchtop	Stone Finish
Cabinets	Laminate Finish
Internal Carcass	Melamine, White
Splashback (where applicable)	Glass Splashback
BATHROOM	SELECTION
Vanity	Builders Range Vanity Set
Mirrors	Black Framed Mirror
POWDER	SELECTION
Vanity	Builders Range Vanity Set
WIR - Master Bedroom	SELECTION
Hanging Rail	Black
Door	Paint Door Finish
BUILT IN ROBE - UNIT 1	SELECTION
Door	White in general
Carcass	Melamine White
Hanging Rail	Black
APPLIANCES	SELECTION
Oven	Bosch 600mm oven
Rangehood	Viall Rangehood
Cooktop	Bosch 5 gas burner cooktop
Dishwasher	Bosch 600mm dishwasher
FIXTURES & FITTINGS	SELECTION
Kitchen	SELECTION
Kitchen Sink	Double Bowl Stainless Steel Sink
Kitchen Mixer	Black Mixer
Laundry	SELECTION
Laundry Trough	Single Bowl Stainless Steel Sink
Laundry Mixer	Black Mixer
Powder Room - Ground Floor	SELECTION
Powder Toilet	White
Powder Toilet Roll Holder	Black
Bathroom & Ensuite	SELECTION
Bathroom Shower Set	Black
Bathroom Towel Rail	Black
Bathroom Toilet	White
Bathroom Toilet Roll Holder	Black
LIGHTING & ELECTRICAL	SELECTION
Downlights	LED Downlights throughout in general
Stair Lights	As per IHD spec
External Flood Lights	Included
Power Outlets / Light Switches	White in general
Heating & Cooling	5 head multi unit split system
Hot Water System	Rinnai gas hot water system
Garage Door	Automatic Garage Door with remote control included
Others	1 x External Cold Water Tap, 1 x Clothesline Builders Range
Disclaimer	
Subject to its availability, all above items may be substituted with similar alternatives without notice.	

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committes and Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees

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

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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- (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 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.
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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)