ASHMOR LEGAL

STEPHEN TUNG CHOI AND KAI MING LAM

CONTRACT OF SALE

Property:

Unit 20 and Accessory Unit 50/1072 Whitehorse Road, Box Hill 3128

conveyancing, wills and powers of attorney

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Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **Unit 20 and Accessory Unit 50/1072 Whitehorse Road, Box Hill 3128**

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

The terms of this contract are contained in the -
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... on ..../ .... /2021

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)

SIGNED BY THE VENDOR: ....

.... on ..../ .... /2021

Print name(s) of person(s) signing: **STEPHEN TUNG CHOI AND KAI MING LAM**

State nature of authority, if applicable: ....

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Vendor Advocacy Australia Pty. Ltd. in conjunction with O'Brien Real Estate Blackburn
Email: anthony.molinaro@obrienrealestate.com.au Tel: 9894 2044
Email: admin@ianreid.com.au Tel: 9430 0000

Vendor

STEPHEN TUNG CHOI AND KAI MING LAM
Unit 20 / 1072 Whitehorse Road, Box Hill 3128

Vendor's legal practitioner or conveyancer

Ashmor Legal Pty Ltd
PO Box 2602, Caulfield Junction 3161
Email: kate@ashmorlegal.com.au
Tel: 0403 334 245 Ref: KA:1402

Purchaser

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

Purchaser's legal practitioner or conveyancer

Name: ....

Address: ....

Email: ....

Tel: ...………………. Mob: ………….. Fax: ……………….. Ref: ……………………

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9258	Folio	424	20	SP011505
Volume	9258	Folio	454	50	SP011505

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 20 and Accessory Unit 50/1072 Whitehorse Road, Box Hill 3128**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings, window furnishings and any fittings of a fixed and permanent nature.

Payment (general condition 11)

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1.

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

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:
Loan amount   Approval date:

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

Special conditions

Special Conditions

1A Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

1B Foreign resident capital gains withholding

1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

1B.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and

(b) ensure that the representative does so.

1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing **EC**

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

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

2.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Further Special Conditions

1. Public Auction Rules
The property is offered for sale by auction, subject to the vendor's reserve price. The rules for the conduct of the auction are set out in Schedule 1 to the *Sale of Land Regulations 2005* (Vic) or any rules prescribed by regulation which modify or replace those rules.

2. Acknowledgement of Documents
The purchaser acknowledges being given a signed vendor's statement in accordance with section 32 of the *Sale of Land Act 1962* (Vic), prior to entering into this contract.

3. Entire Agreement

(a) This contract constitutes the entire agreement of the parties and supersedes and extinguishes all prior agreements, representations, promises, undertakings, arrangements, understanding and negotiations, in respect of the matters dealt with in this contract.

(b) The purchaser agrees that no representations, promises, conditions, warranties or other items affecting the sale other than those expressly set out in this contract relating to the property have been made by or on behalf of the vendor.

(c) The purchaser has relied entirely upon the purchaser's own inquiries and inspection of the property and does not reply upon any prior warranty or representation made by or on behalf of the vendor.

4. Security Interest
General Condition 7 is deleted and replaced with the following:

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

7.3 The vendor must ensure that at or before settlement, the purchaser receives:

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
(a) (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 great amount has prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than the prescribed amount; or

(b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:

(c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or

(d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purpose of general condition 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.

7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that is registered or before the date 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.

7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.

7.10 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; and

(c) as though the purchaser was in default –

if settlement is delayed under general condition 7.9.

7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.

7.12 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

5. Cheques

In General Condition 11.6, the word "three" is deleted and replaced with "twelve".

6. Acceptance of Title

General Condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* to have given the deposit release 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.

7. GST Farming Business

7.1 General condition 13.1(b) is deleted and replaced with the following:

If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or part of it) does not satisfy the requirements of sections 38-40 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("GST Act"); or

7.2 General condition 13.4 is deleted and replaced with the following:

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 five (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.

8. Service

8.1 General condition 17.1 is deleted and replaced with the following:

Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt as provided in section 13A of the *Electronic Transactions (Victoria) Act 2000.*

8.2 General condition 17.2 is deleted and replaced with the following:

Any demand, notice or document required to be served by or on any party may be served by on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

9. Nomination

General condition 18 is deleted and replaced with the following:

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.

10. Guarantee

General condition 20 is deleted and replaced with the following:

The vendor will 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. The directors of the purchaser company shall provide the guarantee within seven (7) days of being requested to do so in writing by the vendor's representative, failing which, it shall be deemed a default under the terms of the contract.

11. Identity of Property

The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area of measurements or call upon the vendor to amend title or to meet any cost of doing so.

12. Acknowledgement of Condition

12.1 The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and inquiries, the purchaser:

(a) is satisfied as to the nature, quality, condition and state of repair of the property;

(b) accepts the property and any chattels and goods as they are at the date of sale, and subject to all defects (latent or patent), including any non-compliance with building regulations and all dilapidation and infestation;

(c) is satisfied about the purposes for which the property may be used and about all restrictions and prohibitions on its development; and

(d) has full legal capacity and power to enter into this contract.

12.2 The purchaser may not make any objection, requisition, claim for compensation or damages, delay the settlement sate, rescind or terminate because of anything in connection with:

(a) any of the matters referred to in paragraph 12.1 of this special condition;

(b) loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the property between the date of this contract and the settlement date, unless caused or contributed to by the vendor between the day of sale and the settlement date;

(c) the roof or surface water drainage from the property being connected to a sewerage service;

(d) there being or not being an easement or other right in respect of a service; or

(e) the condition or existence or non-existence of services.

13. Restrictions, Easements and Other Encumbrances

The purchaser buys subject to:

(a) any restrictions imposed by and to the provisions of any planning scheme or planning or building controls or any planning permit or agreement with any responsible authority affecting the property; and

(b) any easement or other encumbrance affecting the property whether registered on the Certificate of Title or not,

and the purchaser shall not make any objection, requisition, claim for compensation or damages, delay the settlement date, rescind or terminate because of any such restriction, easement or other encumbrance.

14. Release of Deposit

Upon compliance with the provisions of section 27 of the *Sale of Land Act 1962* (Vic) concerning the release of deposit monies:

(a) The vendor shall (if it is not then already) be immediately entitled to be paid the deposit monies; and

(b) The purchaser shall execute and deliver up to the vendor an acknowledgement and authority to release the deposit monies referred to above and shall do all other things necessary to comply with or provide assistance complying with this special condition.

15. GST

The purchaser acknowledges:

(a) GST refers to a goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act") and the terms used to have the meanings as defined in the GST Act.

(b) The property has been occupied as a residence and it is residential premises under the GST Act and the Purchaser agrees, on and after completion of this sale, to use the property for residential accommodation.

(c) In the event of the vendor being liable for GST, because of the purchaser's non-use of the property for residential accommodation, the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by the Commissioner, the amount of the GST, including any additional penalty and interest, and the vendor prior to such payment shall provide a tax invoice in a form which complies with the GST Act and the regulations to the purchaser.

16. Stamp Duty – Purchasers Buying in Unequal Interests

16.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").

16.2 If the proportions recorded in the Transfer of Land 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.

16.3 The purchasers fully indemnity the vendor and the vendor's legal representative against any claims or demands which may be made against any of all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract.

16.4 This Special Condition shall not merge on completion.

17. Default

17.1 If the purchaser defaults in payment of any money under the contract then interest at the rate of four (4) percent higher than the fixed rate at the time of the default pursuant to the Penalty Interest Rate Act 1983 will be paid to the vendor on any money overdue for payment. The purchaser agrees to pay the sum of $350 + GST to the vendor's representative being costs of each default together with the further sum of $600 + GST for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder will be without prejudice to any other rights, powers or remedies of the vendor under the contract or otherwise. General Condition 26 will not apply.

17.2 The vendor hereby gives notice to the purchaser that in the event that the purchaser defaults in the payment of any money due under this contract or in the observance or performance of any terms or conditions thereof the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser will be required to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:

(a) all costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;

(b) interest payable by the vendor under any existing mortgage over the property sold calculated from the date of default;

(c) accommodation and additional storage and removal expenses reasonably incurred by the vendor;

(d) costs and expenses as between vendor's representative and the vendor on an indemnity basis; and

(e) penalty interest or charges payable by the vendor to a third party as a result of the delay in the completion of this contract, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from this sale.

18. Failure to Settle at Appointed Time

The purchaser will pay to the vendor's representative the sum of $90 + GST (plus any reasonable costs charged by the mortgagee and settlement agent where applicable) occasioned by the failure to settle at the appointed time where such failure is caused by the purchaser, their solicitor or mortgagee and where settlement must be be rescheduled and takes place at a different time than that appointed. These costs will be payable regardless of whether any default notice has been served by the vendor under the contract.

19. Foreign Investment Review Board

The purchaser warrants to the vendor that the acquisition of the property by the purchaser does not fall within the scope of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and is not examinable by the Foreign Investment Review Board and that no approval of the purchase by the Foreign Investment Review Board is required. If there is a breach of the warranty contained in this clause (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach. This warranty and indemnity do not merge on completion of this contract.

20. Guarantee

Where the purchaser is a corporation or if the purchaser comprises more than one corporation any one or more of them (except a corporation listed on the Australian Stock Exchange) the purchaser must on or before the day of sale have each of the directors of the relevant corporation execute and deliver to the vendor the guarantee and indemnity in the form annexed to the contract of sale.

21. Waiver

Waiver by the vendor of any breach or default in the performance by the purchaser of its obligations or the failure, refusal or neglect by the vendor to exercise any right, power or option given to it or to insist upon strict compliance with the performance by the purchaser of any of its obligations, does not constitute a waiver of any of the provisions of this contract with respect to any subsequent or continuing breach of a waiver by the vendor of its rights at any time to require exact and strict compliance with such provisions, notwithstanding any rule of law or equity to the contrary.

22. No Merger

Any provision of this contract of sale that is capable of taking effect after settlement continues in full force and effect and does not merge on settlement.

23. Deletion of General Conditions

The purchaser acknowledges and agrees that the following General Conditions are deleted: 24.3, 24.4, 24.5 and 24.6.

24. Mathematical Error

The purchaser acknowledges and agrees that within 12 months of the settlement date either party may give a calculation error notice to the other party that a mathematical error has occurred in calculating the amount paid under this contract. If a calculation error notice is given, then the parties must correct the error and the appropriate amount must be paid by the liable party to the other party as soon as practicable after the error has been discovered and the calculation error notice has been served.

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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

25.3 The amount is to be deducted from the vendor's entitlement to the contract or **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.

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

25.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) 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 special 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 special condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

25.6 The representative is taken to have complied with the requirements of special condition 25.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic settlement system described in special condition 25.6. However, if the purchaser gives the bank cheque in accordance with this special condition 25.7, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

25.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 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.

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

25.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 25.10; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth).*

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

25.12 This special condition will not merge on settlement.

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition ‘section 32 statement’ means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser’s right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that -

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of *section* 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to ‘registered proprietor’ is a reference to ‘owner’.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor’s obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either -

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts 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.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of 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.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DEED OF GUARANTEE AND INDEMNITY

TO: The within named Vendor:

In consideration of the within land having been sold to the party named and described in Schedule A hereto under the heading “The Purchaser”, at the request of each person whose name, address and description are set out in Schedule A hereto under the heading “The Guarantor” and upon arrangement that the Guarantor should enter into and execute this Guarantee, the Guarantor HEREBY GUARANTEES the due and punctual payment to the within named Vendor by the Purchaser of all moneys payable or to become payable to the said Vendors under the within Contract of Sale and also the due and punctual observance and performance by the Purchaser of the terms and conditions contained in the within Contract of Sale and therein on its part to be observed and performed, and the Guarantor hereby declares and agrees, unless inconsistent with the context or subject matter that:

1. The singular includes the plural, the plural includes the singular, any one gender includes other genders, words importing persons include corporations and words importing corporations include persons;

2. Where the Guarantor is comprised of two or more persons, every reference to that party shall be deemed to extend to and include each such person severally as well as those persons jointly.

3. This Guarantee shall be binding upon each Guarantor, his/her executors, administrators, or other legal personal representatives and shall be a continuing Guarantee and each Guarantor’s liability hereby shall not be discharged, diminished or impaired by reason of the Guarantor’s death or bankruptcy or by any time or indulgence granted by the said Vendor to the Purchaser.

SCHEDULE A

The Guarantor:
The Purchaser:
IN WITNESS WHEREOF the Guarantor has hereunto set their hands

This day of , 20

SIGNED SEALED AND DELIVERED by the)
Said Guarantor ……………………………….)
in the presence of:) ………………………………….

…………………………………………………..

SIGNED SEALED AND DELIVERED by the)
Said Purchaser ……………………………….)
in the presence of:) ………………………………….

…………………………………………………..

SALE OF LAND REGULATIONS 2005

SCHEDULE 1

Regulations 5, 6, 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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 (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)

ASHMOR LEGAL

Stephen Tung Choi

Kai Ming Lam

VENDOR STATEMENT

Property:

Unit 20 And Accessory Unit 50/1072 Whitehorse Road, Box Hill 3128

conveyancing, wills and powers of attorney

Ashmor Legal Pty Ltd
PO Box 2602, Caulfield Junction VIC 3161
www.ashmorlegal.com.au

kate@ashmorlegal.com.au
M. 0403 334 245
ABN. 57 865 794 890

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	Unit 20 And Accessory Unit 50/1072 Whitehorse Road, Box Hill 3128	
Vendor's name	Stephen Tung Choi	**Date** / /
Vendor's signature		
Vendor's name	Kai Ming Lam	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not Applicable.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under 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:

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

Is attached.

13. ATTACHMENTS

See attached.

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

VOLUME 09258 FOLIO 424

Security no : 124088081370J
Produced 12/02/2021 08:27 AM

LAND DESCRIPTION

Lot 20 on Registered Plan of Strata Subdivision 011505.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09054 Folio 013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KAI MING LAM
STEPHEN TUNG CHOI LAM both of 44 KAWARREN STREET BALWYN NORTH VIC 3104
AJ313008P 15/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ313009M 15/11/2011
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP011505 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: 1074 WHITEHORSE ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP011505

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

DOCUMENT END

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

VOLUME 09258 FOLIO 454

Security no : 124088081372G
Produced 12/02/2021 08:27 AM

LAND DESCRIPTION

Lot 50 on Registered Plan of Strata Subdivision 011505.
CAR PARK
PARENT TITLE Volume 09054 Folio 013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KAI MING LAM
STEPHEN TUNG CHOI LAM both of 44 KAWARREN STREET BALWYN VIC 3104
AJ313008P 15/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ313009M 15/11/2011
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP011505 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: 1074 WHITEHORSE ROAD BOX HILL VIC 3128

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP011505

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

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**RP011505**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**12/02/2021 08:35**

PLAN OF STRATA SUBDIVISION	EDITION 1	RP011505

LOCATION OF LAND

PARISH: NUNAWADING

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: B (PART)

CROWN PORTION: 25

TITLE REFERENCE: VOL.9054 FOL.013

LAST PLAN REFERENCE: CP103150

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 1072 - 1080 WHITEHORSE ROAD BOX HILL 3128

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE

Surveyor: G. BERRY

Certification Date: 11/01/1978

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY of BOX HILL on 20/02/1978

REGISTERED DATE: 20/03/1978

PLAN UPDATED BY REGISTRAR IN AN661031Q 12/11/2020

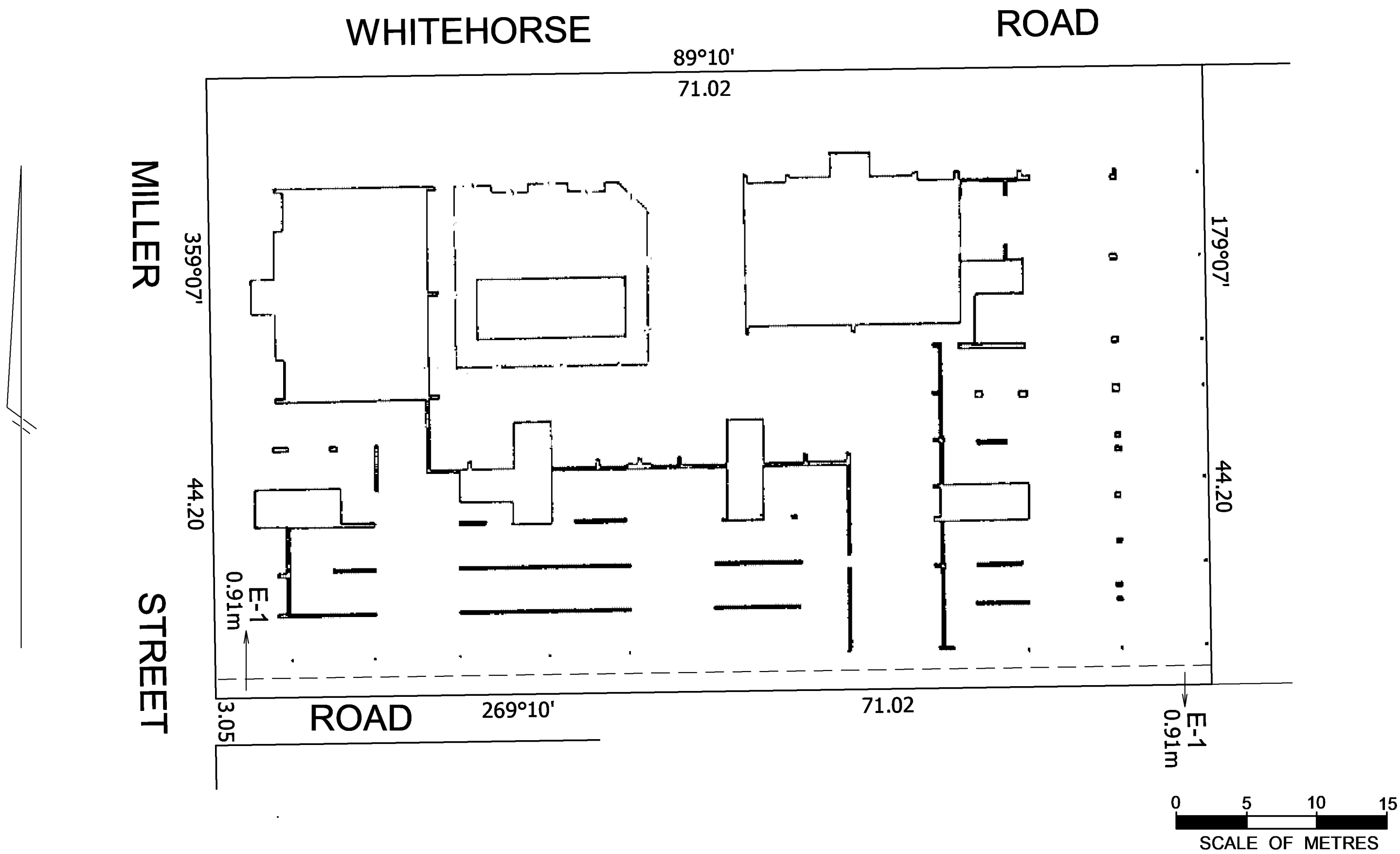


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	CARRIAGEWAY	0.91m	G912285	UNSPECIFIED	COMMON PROPERTY

MEASUREMENTS ARE IN METRES

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 67 IS A THREE STOREY BUILDING.
THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1, 2, 17, 18 & 29 TO 67	GROUND STOREY
LOTS 3 TO 6, 9, 10, 13, 14, 19 TO 22, 25 & 26	FIRST STOREY
LOTS 7, 8, 11, 12, 15, 16, 23, 24, 27 & 28	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 28 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE LOWER BOUNDARY OF LOT 29 TO 67 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS 1 TO 33, 35 TO 39, 41, 42, 51 TO 53 AND 57 TO 67 LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY, EXCEPT AS TO THAT PART OF LOTS 25 AND 26 SHOWN HATCHED WHERE THE UPPER BOUNDARY IS SO MUCH OF A PLANE WITHIN WHICH LIES THE CEILING OF THE FIRST STOREY AND EXCEPT AS TO THAT PART OF LOTS 51 TO 53 SHOWN HATCHED WHICH IS SO MUCH OF A PLANE WITHIN WHICH LIES THE CEILING OF THE GROUND STOREY.
THE UPPER BOUNDARY OF LOTS 34, 40, 43 TO 50 AND 54 TO 56 LIES ALONG THE UPPER SURFACE OF THE ROOF.

LOTS 29 TO 67 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
<u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u>
MEDIAN: ALL BOUNDARIES UNLESS OTHERWISE STATED

<u>NOTICE OF RESTRICTION</u>

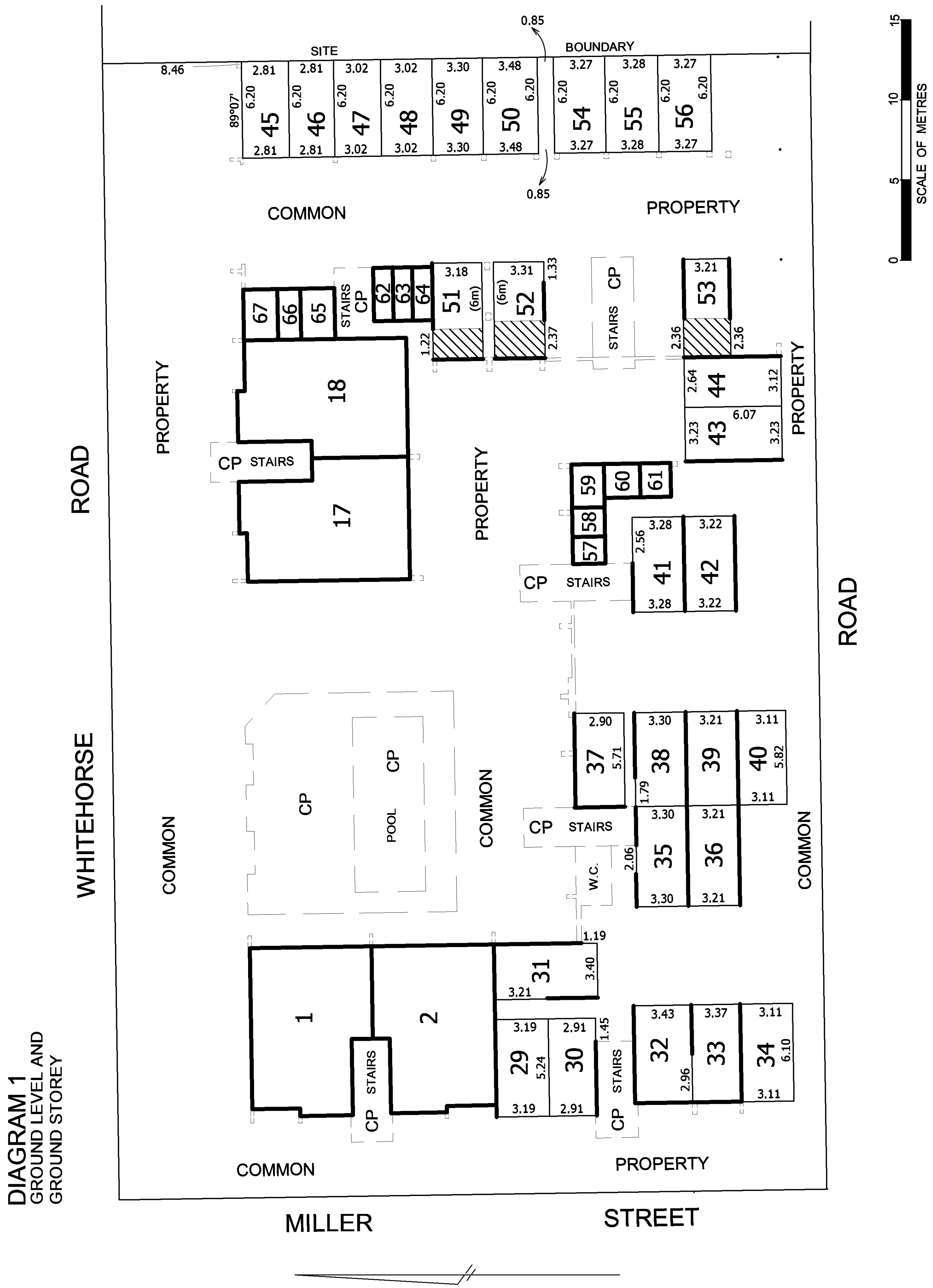
THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS.

COLUMN 1	COLUMN 2
LOTS 1 TO 28	LOTS 29 TO 56

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

RP011505



PLAN OF STRATA SUBDIVISION

RP011505

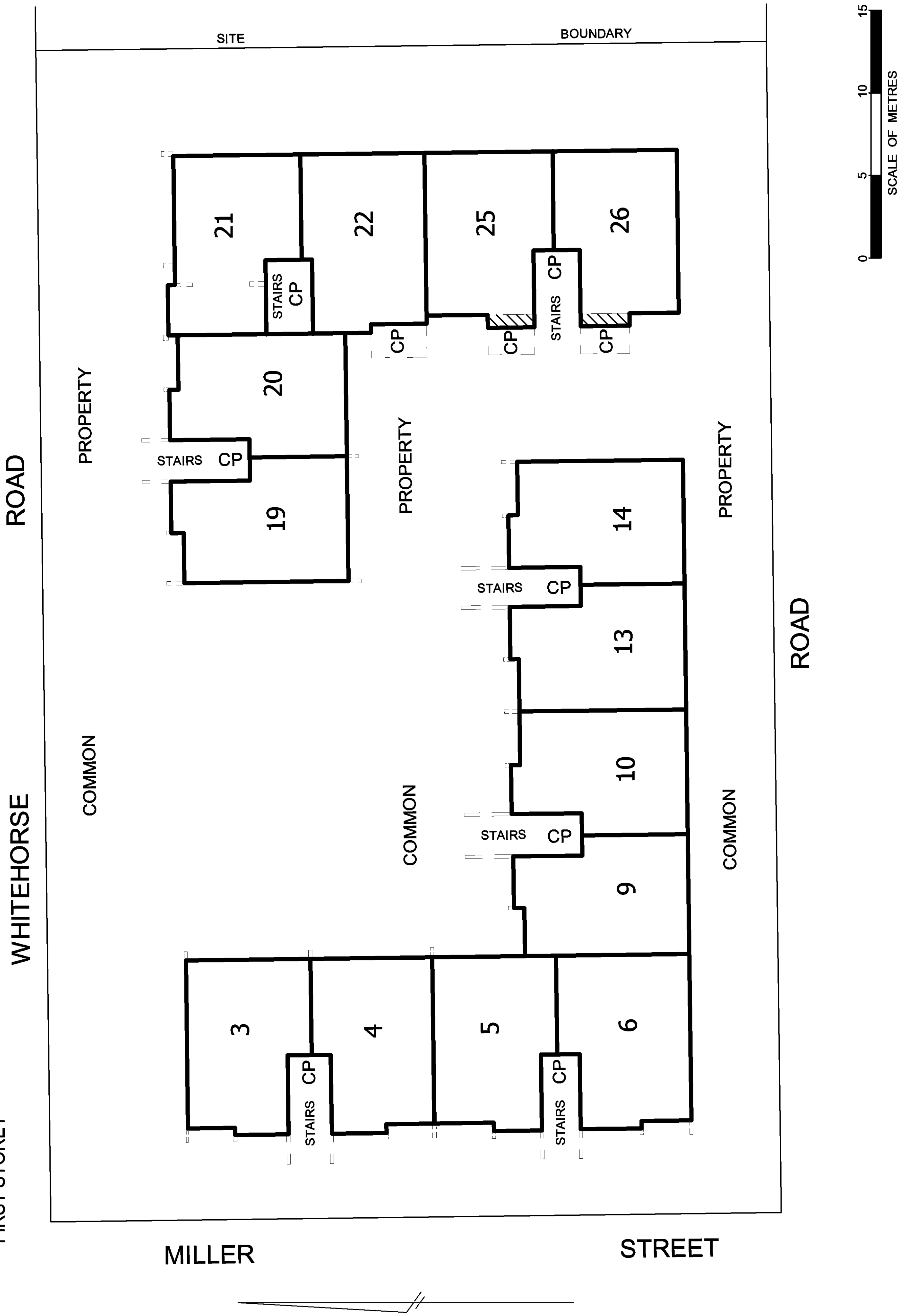
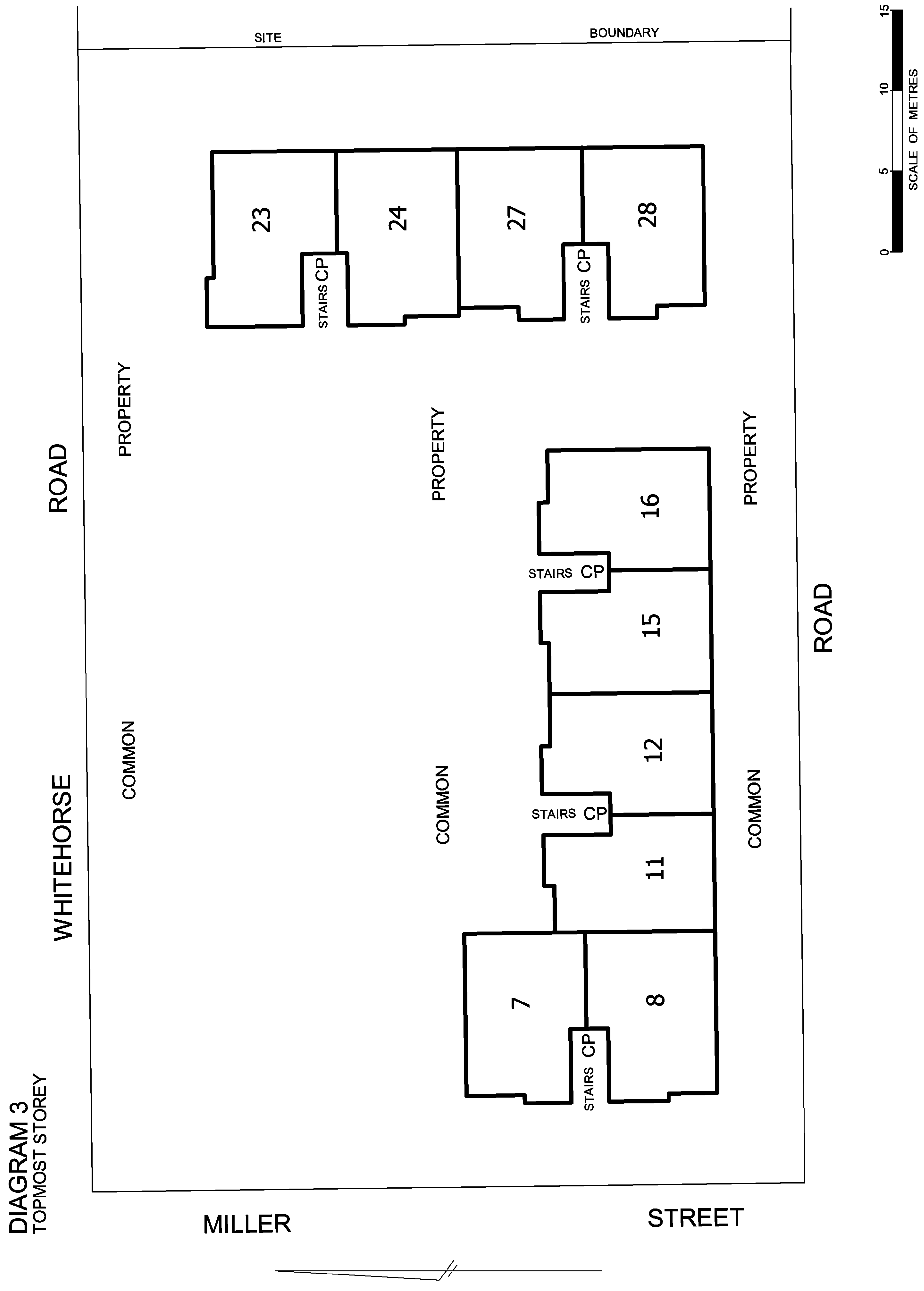


DIAGRAM 2
FIRST STOREY

MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION | RP011505



MEASUREMENTS ARE IN METRES

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/02/2021 08:35:16 AM

OWNERS CORPORATION
PLAN NO. RP011505

The land in RP011505 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 67.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
WHITTLES AUSTRALIA PTY LTD LEVEL 1 664 MOUNTAIN HIGHWAY BAYSWATER VIC 3153

AK210440R 27/02/2013

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/02/2021 08:35:16 AM

OWNERS CORPORATION
PLAN NO. RP011505

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	200	200
Lot 20	200	200
Lot 21	200	200
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	5	5
Lot 30	5	5
Lot 31	5	5
Lot 32	5	5
Lot 33	5	5
Lot 34	5	5
Lot 35	5	5

Owners Corporation Search Report

Produced: 12/02/2021 08:35:16 AM

OWNERS CORPORATION
PLAN NO. RP011505

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 36	5	5
Lot 37	5	5
Lot 38	5	5
Lot 39	5	5
Lot 40	5	5
Lot 41	5	5
Lot 42	5	5
Lot 43	5	5
Lot 44	5	5
Lot 45	5	5
Lot 46	5	5
Lot 47	5	5
Lot 48	5	5
Lot 49	5	5
Lot 50	5	5
Lot 51	5	5
Lot 52	5	5
Lot 53	5	5
Lot 54	5	5
Lot 55	5	5
Lot 56	5	5
Lot 57	2	2
Lot 58	2	2
Lot 59	2	2
Lot 60	2	2
Lot 61	2	2
Lot 62	2	2
Lot 63	2	2
Lot 64	2	2

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/02/2021 08:35:16 AM

OWNERS CORPORATION
PLAN NO. RP011505

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 65	2	2
Lot 66	2	2
Lot 67	2	2
Total	**5762.00**	**5762.00**

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

Statement End.

CITY OF WHITEHORSE

Valuation and Rate Notice

2020/2021

Rates, Charges and Levies for period 1 July 2020 to 30 June 2021
Whitehorse City Council ABN: 39 549 568 822
Tax Invoice issued: 28 August 2020
GST NOT APPLICABLE

Whitehorse City Council
379-397 Whitehorse Road
Nunawading 3131

Telephone: 9262 6333
Fax: 9262 6490
NRS: 133 677 then quote 9262 6333
(Service for deaf, hearing or speech impaired people)
TIS: 131 450
(Telephone Interpreter Service. Call and ask to be connected to Whitehorse City Council)

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

Website
www.whitehorse.vic.gov.au

028-3128 (7119)

Ms K M Lam and Mr S Lam
PO Box 112
BOX HILL VIC 3128

Assessment Number: 64406 2

Relief and Support
For information see page 2

Property Description

20/1072 Whitehorse Road, BOX HILL VIC 3128
LOT 20 RP 11505 25B

RECENTLY GAZETTED WARD: Sparks
(See note on Page 2)

LAND USE CLASSIFICATION: Residential

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE (AVPCC) AND DESCRIPTION: 125.4 - OYO Strata Flat
VALUATIONS AS AT 1 JANUARY 2020

OPERATIVE DATE: 1 July 2020

Site Value:	$133,000
Capital Improved Value (CIV):	$385,000
Net Annual Value:	$19,250

Details of Rates, Charges and Levies

General Rate 0.171365 cents in $ on $385,000 CIV	$659.75
Fire Services Property Levy Fixed Charge	$113.00
FSPL Variable Rate 0.0054 cents in $ on $385,000 CIV	$20.75

1 ARREARS DUE:
$0.00

PLUS:

2 Payment in full due by:
15 February 2021
$793.50

OR

PLUS:

3 1st Instalment must be received by:
30 September 2020
$199.50

Instalment Notices will be issued for:

2nd Instalment - Due by 30 November 2020	$198.00
3rd Instalment - Due by 1 March 2021	$198.00
4th Instalment - Due by 31 May 2021	$198.00

Payments and changes received on or after 24 August 2020 may not be included on this Notice.

Total amount due	**$793.50**

Payment options (see back page for details):

Direct Debit B PAY Post Billpay

Yarra Valley Water

YOUR QUARTERLY BILL

Enquiries	1300 304 688
Faults (24/7)	13 2762
Payment assistance	1800 994 789

355547-001 000452(903) D028

MR K LAM & MR S LAM
PO BOX 112
BOX HILL VIC 3128

Account number	52 4396 3968
Invoice number	5245 9963 78931
Issue date	29 Oct 2020
Property address	UNIT 20, 1072 WHITEHORSE RD BOX HILL
Property reference	1181050, RP 11505

Tax Invoice Yarra Valley Water ABN 93 066 902 501

yvw.com.au

SUMMARY

Previous bill	**$332.61**
Payment received thank you	-$332.61
Balance carried forward	**$0.00**
This bill	
Usage charges	
Water usage	$42.31
Sewage disposal	$15.95
Service charges	
Water supply system	$19.69
Sewerage system	$115.51
Other authority charges	
Waterways and drainage	$26.29
Total this bill (GST does not apply)	**$219.75**
Total balance	**$219.75**

Usage charges
Service charges
Other authority charges

YOUR DAILY SPEND

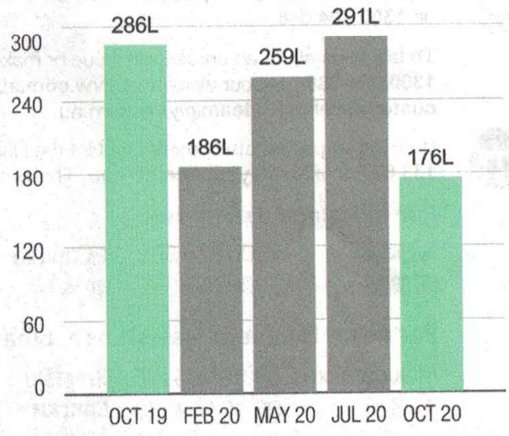
This bill **$2.10**

The same time last year **$2.50**

Excludes other authority charges.

YOUR HOUSEHOLD'S DAILY WATER USE

TARGET 155L OF WATER USE PER PERSON, PER DAY.



Average use in litres per day.

YOUR USAGE DETAILS

From 30 Jul 2020 - 29 Oct 2020 (91 days)

Water usage

1kL = 1,000 litres

Meter number	Current reading		Previous reading		Usage
MAF075245	2,691kL	-	2,675kL	=	16kL

Water usage charge	Usage		Price $/kL		Amount
STEP 1 (0-440 litres per day)	16.000kL	x	$2.6446	=	$42.31
Total	**16.000kL**				**$42.31**

Sewage disposal

Sewage disposal charge	Sewage volume		Price $/kL		Amount
	13.955kL	x	$1.1426	=	$15.95
Total usage charges					**$58.26**

YOUR CHARGES EXPLAINED

yvw.com.au/charges

Water usage charge

Is for the amount of water used at your property including safe treatment and delivery. The cost of water increases with the amount used (STEP tariffs).

Sewage disposal charge

Is for removing sewage from your property and treating it safely. The amount of sewage going down drains, sinks and toilets is based on your water use less a percentage of water we estimate is used outside.

Water supply system charge

From 1 Oct 2020 - 31 Dec 2020

A fixed charge for running, maintaining and repairing water pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge

From 1 Oct 2020 - 31 Dec 2020

A fixed charge for running, maintaining and repairing the sewerage system including sewer pipes and treatment plants.

Other authority charges

From 1 Oct 2020 - 31 Dec 2020

The **waterways and drainage charge** is collected on behalf of Melbourne Water and is used to manage and improve waterways, drainage and flood protection. Visit **melbournewater.com.au/localupdates** for more information.

PAYMENT ASSISTANCE

Assistance is available if you're having difficulty paying. Call us on **1800 994 789**.

Register your **concession** with us to reduce the amount you need to pay. Visit **yvw.com.au/online** or call us on **1800 680 824**.

NEED TO GET IN TOUCH?

If you have any queries, please contact us at **enquiry@yvw.com.au** or on **1300 304 688**.

To talk to us about an unresolved issue or make a complaint, call **1300 304 688**, visit our website at **yvw.com.au** or email **customerrelationsteam@yvw.com.au**.

TTY **Hearing impaired customers** Contact the National Relay Service on **133 677** or visit **relayservice.gov.au**. This is a 24 hour service.

For language assistance

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call ezispeak.

Македонски	03 9046 4173	Hrvatski	03 9046 4173
한국어	03 9046 4173	Српски	03 9046 4173
فارسي	03 9046 4173	Türkçe	03 9046 4173

NEXT METER READING

Your next reading will be on approximately **2 Feb 2021**.

UPDATE YOUR CONTACT DETAILS

We want to be able to contact you if we need to.

To update your email and mobile number for sms contacts:

Log into Yarra Valley Online Water at **https://online.yvw.com.au**

Fill out the form at **yvw.com.au/updatedetails**

Call us on **1300 304 688**, Monday to Friday, 8am - 6pm

J60535

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

INFOTRACK / ASHMOR LEGAL PTY LTD

Your Reference:	1402
Certificate No:	42370435
Issue Date:	12 FEB 2021
Enquiries:	AXH7

Land Address: UNIT 20, 1072 WHITEHORSE ROAD BOX HILL VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3833064	20	11505	9258	424	$0.00
	50	11505	9258	454	

Vendor: KAI MING LAM & STEPHEN TUNG CHOI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR STEPHEN LAM	2021	$133,000	$0.00	$0.00	$0.00

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

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

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.

CAPITAL IMP VALUE:	$385,000
SITE VALUE:	$133,000
AMOUNT PAYABLE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

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

Certificate No: 42370435

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $133,000

Calculated as $0 plus ($133,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 42370435

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: 42370435

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 updates are available at **sro.vic.gov.au/certificates**

Whittles
Strata and Community Title Services

Bayswater Office
Level 1
664 Mountain Highway
Bayswater
Victoria 3153
PO Box 2110
Bayswater Village LPO
VIC 3153

T 03 9739 9400

Whittles Australia Pty Ltd
ABN 78 139 486 678

www.whittles.com.au

19/02/21

INFOTRACK MELBOURNE
LEVEL 5, NORTH TOWER, 459 COLLINS STREET
MELBOURNE, VIC, 3000

Dear Sir/Madam

RE: PLAN OF SUBDIVISION NO. 11505
1072 WHITEHORSE ROAD, BOX HILL
ABN: 55101131153
Lot: 00020 and Accessory Lot 50

OWNER: Kai Ming Lam & Stephen Lam

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2018 - Regulations 15, 16 & 17 and Owners Corporations Act 2006 - Section 151.

1. Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $470.00 per quarter paid to 31/03/21. GST is included within this contribution.

The contribution payable to the Maintenance Fund recommenced on 01/01/2021 is currently $249.00 per quarter. This is due and payable by 15/03/2021. GST is included within this contribution.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Maintenance Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 19/02/2021.

2. Special Levies

No special levies payable

Default interest is applied to overdue levies.

The owners corporation has performed, or is about to perform, the following repairs, maintenance or other work or act which may incur additional charges to those set out above:

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

3. Insurance Details

Underwriting Agency	CHU Underwriting Services		
Underwriter			
Broker	Whitbread Insurance Brokers		
Policy Number	HU0000019427		
Expiry Date	19/10/2021		
Building / Common Property Cover	$8,560,800	Excess	$500
Legal Liability	$30,000,000	Excess	
Office Bearer's Liability	$100,000		
Catastrophe Cover	Not Held		
Flood Cover	Held		
Machinery Breakdown	Not Held	Excess	
Common Area Contents	$67,780	Excess	$500
Fidelity Guarantee	$250,000		
Government Audit Costs	$25,000		
Kind of Policy	Axis Residential Strata		
Legal Defence Expenses	$50,000	Excess	$1,000
Loss of Rent/Temporary Accomm	$1,284,000	Excess	$500
Voluntary Workers	$200,000/$2,000		
Workplace, Health & Safety Breaches	$100,000		
Notes	Excess of $2,000 for damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes. Excess of $2,000 for damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.		

The members of the owners corporation have NOT resolved that the members may arrange their own insurance cover under section 63 of the Act.

4. Financial Status of the Owners Corporation
The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$14,659.35CR
Maintenance Fund	$13,218.20CR

5. Owners Corporation Liabilities

Details of any owners corporation liabilities in addition to any such liabilities specified in the Financial Status of the Lot Owner: Not Applicable

6. Details of Owners Corporations Current Agreements, Leases, Licences & Contracts

The owners corporation has not granted any lease or licence, or has any agreements affecting the common property except for the following;

6.1 Management agreement with Whittles Australia Pty Ltd for the provision of strata management services.

7. Service to Members and Occupiers

The owners corporation has not made any agreement to provide services to members and occupiers and the public.

8. Details of Notices or Orders Served on the Owners Corporations

No notices or orders have been served on the owners corporation in the last 12 months.

9. Details of Legal Proceedings

Legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings are: Lot 25 has been placed in legal hands for recovery of outstanding debt.

10. Appointed Manager

The owners corporation has resolved to appoint Whittles Australia Pty. Ltd., Level 1, 664 Mountain Highway, Bayswater, Victoria 3153 as manager.

11. Administrator

An administrator has not been appointed for the owners corporation and there has been no proposal for the appointment of an administrator.

12. Enclosures

- Minutes of the most recent Annual General Meeting.
- Owners Corporation Rules
- Owner Statement
- Prescribed statement in Schedule 3

13. Records

The corporation's records of accounts, minutes and other prescribed documentary material are available for inspection at our offices at Level 1, 664 Mountain Highway, Bayswater, Victoria 3153 during normal working hours.

14. Special Notes

Information to all Lots - No information

Specific Information relating to lot 20 - No information

Conveyancers should note that it is the Lot holder's legal responsibility to notify the owners corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.

Payment of Owners Corporation Contributions or Special Levy at time of settlement via PEXA can be paid as per the below BPAY details:

BPAY BILLER CODE: 96503

Reference: 3052111610203

Please contact Whittles Bayswater on 03 9739-9400 or garry.curtis2@whittles.com.au

The COMMON SEAL of PLAN OF SUBDIVISION NO. 11505 was affixed and witnessed by and in the presence of the registered manager in accordance with sections 20(1) and 21 (2A of the Owners Corporations Act 2006.

Owners Corporation PS 11505
THE COMMON SEAL OF

Signature

Amanda Barkway
Branch Manager

Full Name

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)
On behalf of the Corporation 19/02/2021

<u>PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED</u>

TO: Whittles
PO Box 2110, Bayswater Village LPO, VIC 3153

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:	Purchaser 2:
______________________________	______________________________
First & Second Names	First & Second Names
______________________________	______________________________
Surname	Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: ______________________________ WORK:______________________________

MOBILE:______________________________ EMAIL:______________________________

CORRESPONDENCE TO BE FORWARDED:

____
____
____

ACCOUNTS TO BE FORWARDED:

____
____
____

BROKER:
InfoTrack Melbourne
LEVEL 5, NORTH TOWER, 459 COLLINS STREET, MELBOURNE

PLAN OF SUBDIVISION NO. 11505
1072 WHITEHORSE ROAD, BOX HILL
Lot: 00020
OWNER: Kai Ming Lam & Stephen Lam

Schedule 3
Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

Dear Owner,

We are pleased to enclose a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION NO. 11505, at 1072 WHITEHORSE ROAD, BOX HILL.

The Management and staff appreciate your confidence in appointing Whittles as your Owners Corporation Managers for the coming year, and assure you of our diligent and professional attention to the Corporations affairs.

Should at any time you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully,

John McCabe
Strata Manager

MINUTES
of the Annual General Meeting

of

PLAN OF SUBDIVISION NO. 11505
1072 WHITEHORSE ROAD, BOX HILL

held

via Teleconference

on Tuesday, 27 October 2020 at 4:00 PM

PRESENT

In Person via Teleconference
Lot 5 Ms V M Wilks
Lot 17 James I Morrison
Lot 19 C H Tay
Lot 24 Ms R N Martin

By Proxy with written voting instructions
Lot 16 Angela Grehl represented by proxy to John McCabe

In Attendance
John McCabe representing Whittles Australia Pty Ltd

Apologies
Lot 18 Harry Turner

PROCEEDINGS

Appointment of Chairperson

It was resolved that the Corporation Manager was to assist by conducting the meeting.

Quorum
The Strata Manager declared that a quorum was not present and advised that the meeting under Section 78 of The Owners Corporations Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions.

It was noted that in accordance with The Owners Corporations Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S.78(4)(a)).

Declaration of Interest
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

1. Confirmation of the Minutes & Business Arising from the Previous Meeting(s)

It was resolved that the minutes of the last Annual General Meeting held on 28th November 2019 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

2. Reports

2.1 Strata Managers Report
It was resolved that the report from the Strata Manager, as circulated to all Lot Owners, was discussed and accepted by the meeting.

2.2 Committee Report
This item was discussed in General Business.

3. Financial Statement(s) Review

It was resolved that the unaudited Statement of Accounts for the financial year ended from July 2019 to June 2020, which have been circulated to all members, is accepted.

4. Manager Appointment

The Strata Manager explained that the Owners Corporation may appoint a person to assist the Office Bearers and that Whittles provides a complete package of Owners Corporation administration and building management services. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the affairs of the Owners Corporation to be updated daily.

Common property and building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors for competitive quotations which when received will be referred to the Owners Corporation for a decision.

The duties of the appointed Strata Manager are to conduct general and committee meetings of the Owners Corporation, to keep proper records including a record of accounts and presentation of a financial statement, effect insurance policies and process claims and deal with all requests for information lodged under Section 151 of the Owners Corporations Act 2006.

The Owners Corporation resolves that under section 119 of the Owners Corporations Act 2006 to:

4.1 appoint Whittles Australia Pty Ltd as its Manager to supply Services,

4.2 make the appointment for a Term of twelve(12) months, being from the July 2020 to June 2021 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,

4.3 authorise limited powers to Whittles Australia Pty Ltd,

4.4 agree to pay Service Fees to Whittles Australia Pty Ltd,

4.5 acknowledge the Disclosures by Whittles Australia Pty Ltd, and

4.6 execute under seal the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Australia Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au using your owner login.

5. Election of Office Holder and Committee

It was resolved that the following members would represent the Committee:-
Chairperson - Jim Morrison (Lot 17)
Member - Chin Tay (Lot 19)
Member - Ruth Martin (Lot 24)

Secretary - Whittles

6. Delegation of Powers to the Committee

In accordance with Section 11 of the Owners Corporations Act 2006, the owners corporation resolved to delegate all powers that are capable of being delegated to the committee to make decisions on behalf of the owners corporation. Note: Powers and functions that require a unanimous or special resolution of the owners corporation can not be delegated.

7. Registered Contractors

Whittles provides a Contractor Register Service which ensures that only contractors that agree to comply with safe working procedures, and have the appropriate public liability insurance and licenses, are engaged. If the owners corporation decides by act or omission to engage a contractor who is not currently registered on the Whittles Contractor Register, the owners corporation acts as the Person Conducting a Business or Undertaking in regard to the common property for the purposes of occupational health and safety legislation. If the contractor engaged by the owners corporation does not have the necessary insurance and licenses, an injured party may seek damages from the owners corporation. The owners corporation manager is only able to request quotations from, and instruct works to be undertaken on behalf of the owners corporation, by contractors who are registered on the Whittles contractor register system or have provided the manager verification of current public liability insurance and if required, licenses. However, invoices will be processed for payment when instructed to do so by the Owners Corporation Chairperson or a person authorised by the owners corporation to do so.

8. Occupational Health & Safety Audit

The Occupational Health and Safety Act 2004 recognises that the common property of an Owners Corporation is a work place and that the Owners Corporation is an employer of persons engaged to perform works within a work place. As an employer, the Owners Corporation is legally responsible to provide and maintain a working environment that is safe and without risks to health. Significant penalties for non-compliance apply and Whittles recommend that an audit be carried out by a qualified safety consultant and that this report be reviewed annually.

It was resolved that the Owners Corporation would not engage a contractor to conduct a Safety Audit of the complex.

In light of the above, members are reminded that they need to be pro active in reporting any issues to the managers that may pose as a potential risk to the Owners Corporation.

9. Essential Safety Measures Audit

Part 12 of the Building Regulations 2006 and subsequent amendments require that an Owners Corporation maintain its essential safety measures, which include safety fittings, equipment and other features as outlined in detail on the Buildings Certificate of Occupancy, and that the Owners Corporation is obliged to provide an Annual Essential Safety Measures Report/Audit.

It was resolved that the Owners Corporation continue to engage Linkfire to conduct the Annual Essential Safety Measures Audit Report for the complex with costs to be met from the Administration Fund Budget.

10. Pool safety inspection

It was resolved that a contractor be instructed to carry out an inspection of the common property pool/spa an estimated cost of $600.00 and provide a report on the safety compliance of the pool/spa and it's safety barriers as required under legislation, noting any recommendations for work considered necessary to ensure this compliance if necessary.

11. Current Insurance Details

The Corporation's current policy details are as follows:

Underwriting Agency	CHU Underwriting Services		
Underwriter			
Broker	Whitbread Insurance Brokers		
Policy Number	HU0000019427		
Expiry Date	19/10/2021		
Building / Common Property Cover	$8,560,800	Excess	$500
Legal Liability	$30,000,000	Excess	
Office Bearer's Liability	$100,000		
Catastrophe Cover	Not Held		
Flood Cover	Held		
Machinery Breakdown	Not Held	Excess	
Common Area Contents	$67,780	Excess	$500
Fidelity Guarantee	$250,000		
Government Audit Costs	$25,000		
Kind of Policy	Axis Residential Strata		
Legal Defence Expenses	$50,000	Excess	$1,000
Loss of Rent/Temporary Accomm	$1,284,000	Excess	$500
Voluntary Workers	$200,000/$2,000		
Workplace, Health & Safety Breaches	$100,000		
Notes	Excess of $2,000 for damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes. Excess of $2,000 for damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.		

11a. Building Valuation

Whittles recommends a building valuation for insurance purposes be undertaken every 3 years. The last valuation was prepared in January 2020 with a value of $8,560,000.

11b. Insurance Renewal

Whittles (Bayswater) is a general distributor of Whitbread Insurance Brokers. The Manager and their authorised staff members are not qualified to give general advice or information about insurance or personal advice. If the Owners Corporation requires specialist advice the manager can refer the Owners Corporation to an insurance adviser at Whitbread Insurance Brokers.

It was resolved that the Strata Manager arrange renewal of the Owners Corporation's insurance with Whitbread Insurance Brokers. A Financial Services Guide is available to Lot Owners on request.

Also, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise the levy as soon as possible after the renewal terms and invoice have been received by the manager.

Contents Insurance

The Strata Manager drew the Lot Owners attention to the necessity for them to individually arrange for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the Lot Owner or a tenant. It was also noted that the Owners Corporation's legal liability cover applied primarily to common property and that Lot Owners should be separately insured for cover in relation to their own premises.

11c. Insurance Excesses

It was resolved that where repairs are carried out under insurance and the repairs benefit a particular Lot or Lots, the Lot Owner/s will be responsible for the payment of any excess.

12. Administration Fund Budget & Fees Review

It was resolved that the administration fund budget be adopted and that the Administration Fund fees for the forthcoming year will remain the same at $13,200.00 per quarter.

All Administration Fund Fees are an annual commitment by the Lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability.

The annual Administration Fund Fees payable by each Lot Owner are to be paid by equal quarterly instalments, as from 1st July 2020, each always in advance of the due date.

The fiscal year end on the last day in June 2021.

13. Maintenance Plan Budget & Fees Review

The Strata Manager advised that Section 36 of the Act requires that prescribed corporations must develop a maintenance plan and have a Maintenance Fund to receive fees from all Lot Owners in accordance with the requirements of the maintenance plan. However, any Owners Corporation may develop a maintenance plan to provide for future significant maintenance or capital works should they so wish and Whittles encourages all Owners Corporations to do so.
The Act also states that expenditure from the Maintenance Fund can only be made for items noted in the maintenance plan, unless otherwise resolved by way of a Special Resolution at a general meeting of the Owners Corporation.

It was resolved that the budget be adopted and that Maintenance Fund Fees for the forthcoming year will recommence at $7,000.00 per quarter as from 1st January 2021.

All Maintenance Fund Fees are an annual commitment by the Lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability.

The annual Maintenance Fund Fees payable by each Lot Owner are to be paid by equal quarterly installments, as from 1st July 2020, each always in advance of the due date.

14. Recovery of Outstanding Money

The Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

It was resolved that the Process laid down by the Act is as follows;
-A written Fee Notice is issued providing 28 days in which payment must be paid
-A reminder Notice or Overdue Notice is issued 7 days after the due date has lapsed without payment being received.
-A Final Notice is issued if Fees are not paid by the due date of the notice.
-Legal action will commence to recover the outstanding Fees (plus legal costs), if Fees remain unpaid 28 days after the Final Notice is issued.
-Proceedings will commence at VCAT to seek payment of the outstanding Fees, charges, interest and legal costs if the Lot Owner does not pay within 14 days of the legal letter of demand.
-The Strata Manager is authorised, without the need for further authority, to commence the above legal proceedings and will charge those owners in arrears a fee of $120.00 plus GST for arranging legal action.

Final Notices
-Where necessary, that the Strata Manager charge those lot owners in arrears $44.00 inc GST for issuing a Final Fee Notice.

Powers of Recovery
The Strata Manager pointed out that if the Owners Corporation carries out work at the request of, or with the consent of, Lot Owner/s and the work wholly or substantially benefits the lots to the exclusion of other lots, the Owners Corporation may, subject to any agreement to the contrary, recover the cost of that work as a debt from the Lot Owner/s.

15. Penalty Interest on Fee Arrears

It was resolved that, in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any installment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

There were no instances where penalty interest on Lot Owners' Fee arrears were waived or reduced during the previous financial year.

16. Dispute Resolution

The Strata Manager advised that under Part 10 of the Owners Corporations Act 2006, the Owners Corporation must report fully in relation to complaints handled by the Owners Corporation.
There have not been any disputes lodged under part 10 of the Act.

17. Smoke Alarms

Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners must ensure the rental managing agent is instructed to undertake the annual test while carrying out their inspection.

18. General Discussion

There was no further business to discuss.

19. Next Meeting & Closure

It was proposed that the next Annual General Meeting would be held on a date to be advised.
The meeting closed at 4.45 pm.

Owners are able to access & request update their personal details through Whittles Owner Portal online.

To access your account simply go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number (leaving out the slash)
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

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

OWNER STATEMENT

Plan Of Subdivision No. 11505, 1072 Whitehorse Road, Box Hill
Unit 20 : LAM001 Kai Ming Lam & Stephen Lam

BILLINGS THROUGH THE PERIOD 20/02/18 - 19/02/22

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Receipted	Balance
21/05/18	910656: (A) Contributions	01/07/18 to 30/09/18	*$391.00*	*$391.00*	25/06/18	*$0.00*
20/08/18	003954: (A) Contributions	01/10/18 to 31/12/18	*$391.00*	*$391.00*	01/10/18	*$0.00*
19/11/18	043821: (A) Contributions	01/01/19 to 31/03/19	*$391.00*	*$391.00*	27/12/18	*$0.00*
29/11/18	057412: (A) Plumbing	Yarra Valley Water excess water bill and leak investigations Due & Payable by 01/01/19	*$137.00*	*$137.00*	27/12/18	*$0.00*
03/04/19	120627: (A) Contributions	01/04/19 to 30/06/19	*$470.00*	*$470.00*	01/05/19	*$0.00*
03/04/19	120628: (A) Working capital reinstatement	Working Capital Reinstatement as per AGM Budget Due & Payable by 01/05/19	*$157.00*	*$157.00*	01/05/19	*$0.00*
20/05/19	143910: (A) Contributions	01/07/19 to 30/09/19	*$470.00*	*$470.00*	01/07/19	*$0.00*
19/08/19	191079: (A) Contributions	01/10/19 to 31/12/19	*$470.00*	*$470.00*	03/10/19	*$0.00*
19/11/19	239099: (A) Contributions	01/01/20 to 31/03/20	*$470.00*	*$470.00*	02/01/20	*$0.00*
03/01/20	266867: (S) Contributions	01/01/20 to 31/03/20	*$249.00*	*$249.00*	13/01/20	*$0.00*
19/02/20	288695: (A) Contributions	01/04/20 to 30/06/20	*$470.00*	*$470.00*	30/03/20	*$0.00*
19/02/20	288696: (S) Contributions	01/04/20 to 30/06/20	*$249.00*	*$249.00*	30/03/20	*$0.00*
25/05/20	345286: (A) Contributions	01/07/20 to 30/09/20	*$470.00*	*$470.00*	30/06/20	*$0.00*
19/08/20	409301: (A) Contributions	01/10/20 to 31/12/20	*$470.00*	*$470.00*	28/09/20	*$0.00*
19/11/20	480156: (A) Contributions	01/01/21 to 31/03/21	*$470.00*	*$470.00*	29/12/20	*$0.00*
15/02/21	542986: (S) Contributions	01/01/21 to 31/03/21	*$249.00*			
Totals			***$5,974.00***	***$5,725.00***		***$249.00***

PAYMENTS RECEIVED ON THE FOLLOWING DATES

25/06/18	*$391.00*
01/10/18	*$391.00*
27/12/18	*$528.00*
01/05/19	*$627.00*
01/07/19	*$470.00*
03/10/19	*$470.00*
02/01/20	*$470.00*
13/01/20	*$249.00*
30/03/20	*$719.00*
30/06/20	*$470.00*
28/09/20	*$470.00*
29/12/20	*$470.00*
Total Payments	***$5,725.00***

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 12 February 2021 08:35 AM

PROPERTY DETAILS

Address:	**UNIT 20/1072 WHITEHORSE ROAD BOX HILL 3128**	
Lot and Plan Number:	**Lot 20 RP11505**	
Standard Parcel Identifier (SPI):	**20\RP11505**	
Local Government Area (Council):	**WHITEHORSE**	www.whitehorse.vic.gov.au
Council Property Number:	**246509**	
Planning Scheme:	**Whitehorse**	planning-schemes.delwp.vic.gov.au/schemes/whitehorse
Directory Reference:	**Melway 75A K5**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

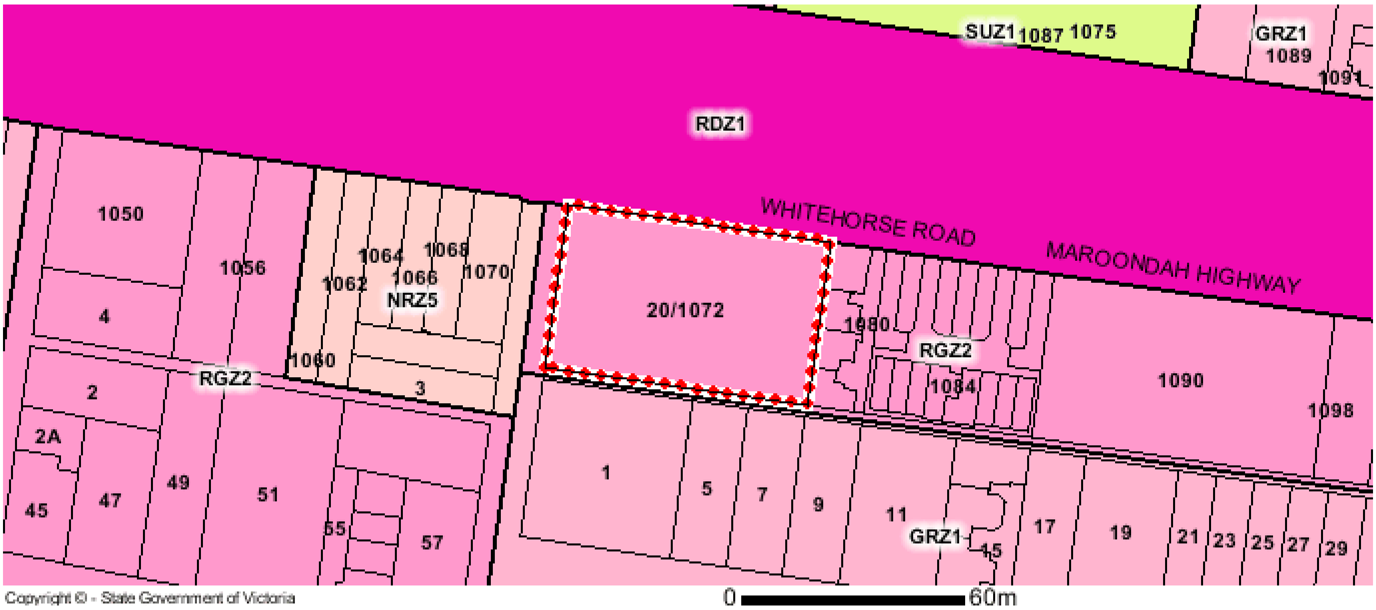
STATE ELECTORATES

Legislative Council:	**EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 2 (RGZ2)



GRZ - General Residential
NRZ - Neighbourhood Residential
RDZ1 - Road - Category 1
RGZ - Residential Growth
SUZ - Special Use

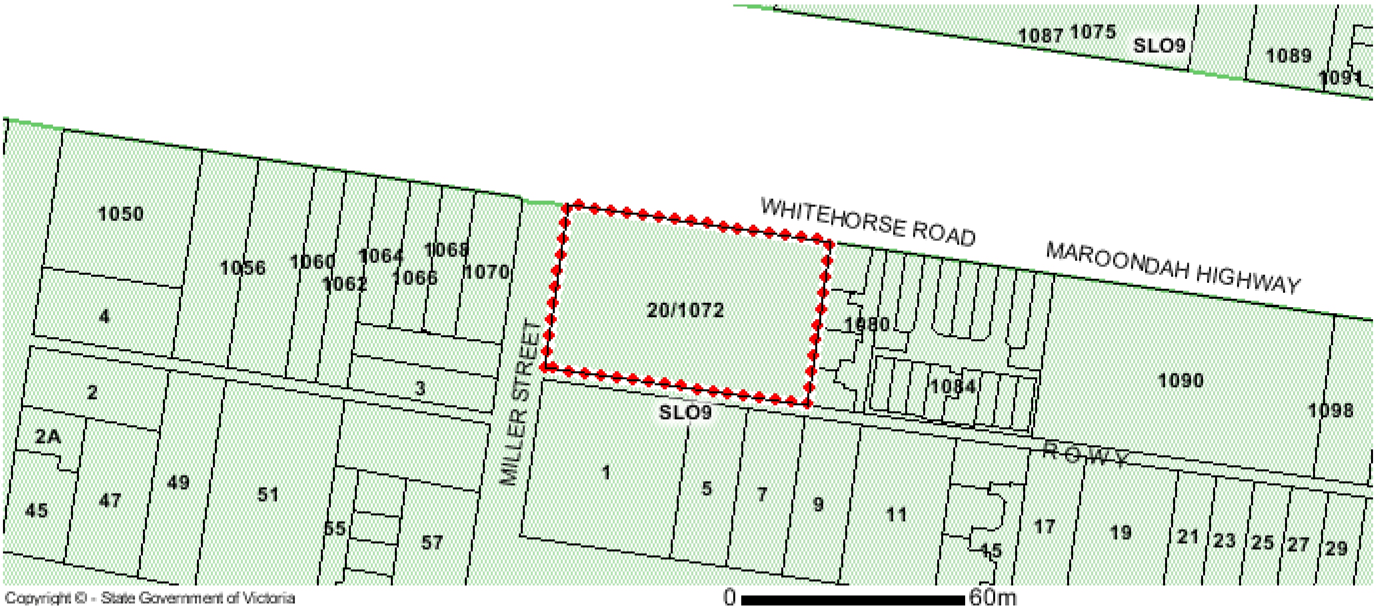
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

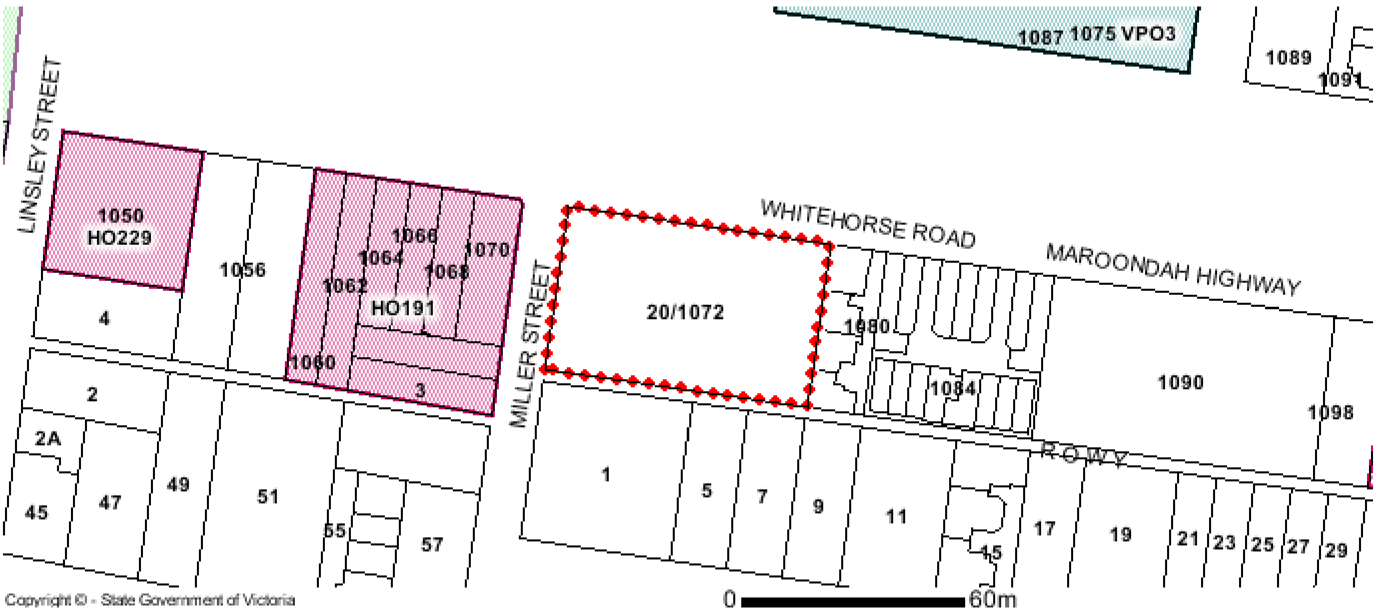
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

PARKING OVERLAY (PO)

VEGETATION PROTECTION OVERLAY (VPO)



HO - Heritage   PO - Parking   VPO - Vegetation Protection

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 10 February 2021.

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

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

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

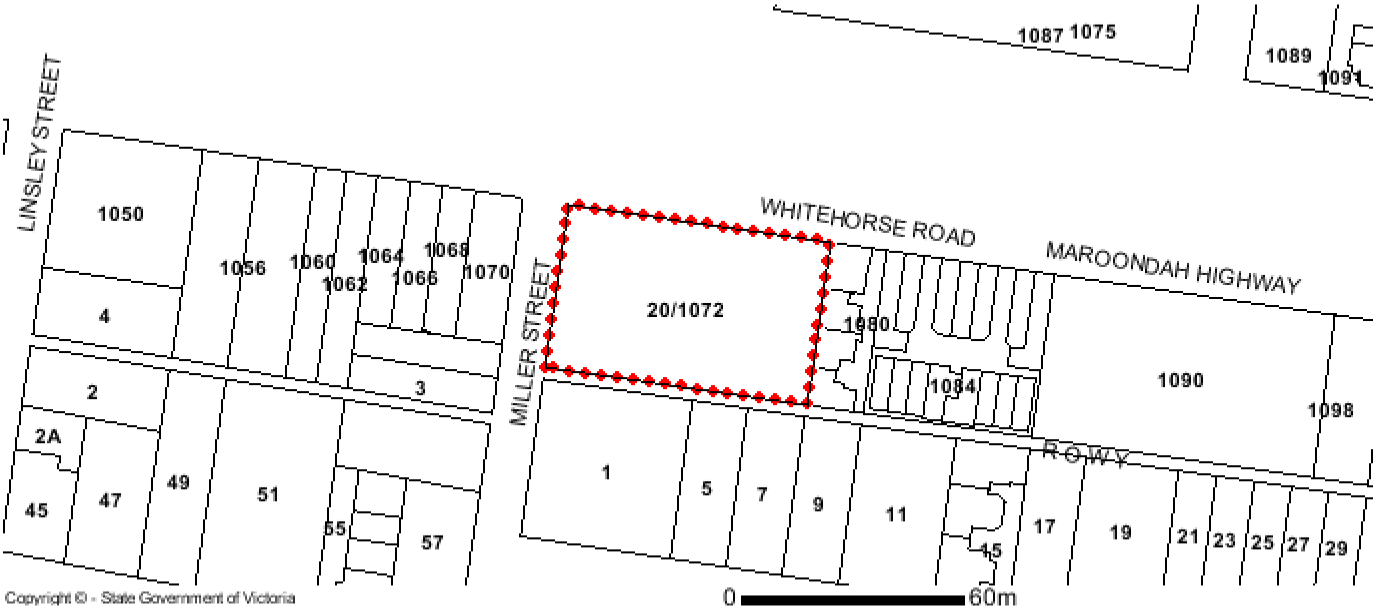
To view planning zones, overlay and heritage information in an interactive format visit http://mapshare.maps.vic.gov.au/vicplan

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

718003

APPLICANT'S NAME & ADDRESS

ASHMOR LEGAL PTY LTD C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

CHOI, STEPHEN TUNG

PURCHASER

N/A, N/A

REFERENCE

354822

This certificate is issued for:

LOT 20 PLAN RP11505 ALSO KNOWN AS 20/1072 WHITEHORSE ROAD BOX HILL
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

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

The land:

- is included in a	RESIDENTIAL GROWTH ZONE - SCHEDULE 2
- is within a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and abuts a	ROAD ZONE CATEGORY 1

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

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

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®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

12 February 2021

Hon. Richard Wynne MP
Minister for Planning

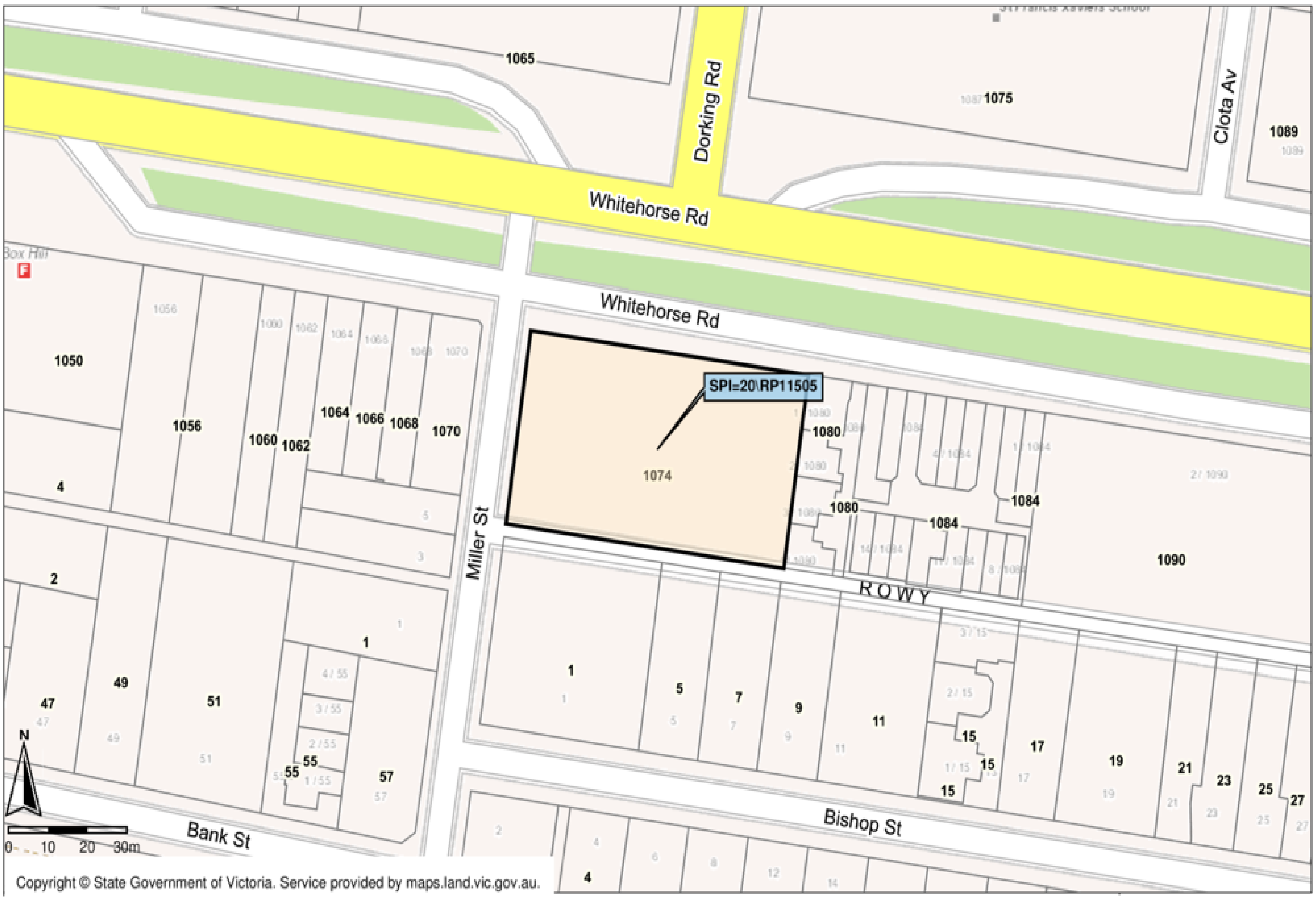
VICTORIA State Government

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) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

CITY OF
WHITEHORSE

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

ABN: 39549568822

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

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

Friday, February 26, 2021

Your Ref: 45389296-026-4:21175
Contact: Building Department
Telephone: 9262 6421

LANDATA
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

Re: 20/1072 Whitehorse Road, Box Hill Vic 3128

We refer to your request for building permit particulars regarding the above property and advise of details of any Permit or certificate of final inspection issued in the preceding ten years.

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Council has no record of any Building Permits being issued on this property in the past 10 years.

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Yours faithfully,

Building Services
For and on behalf of City of Whitehorse

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

Despite whether a Building Permit is required or not there is still an obligation for all building works to be structurally sound and comply with the siting regulations consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS
All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018, Regulation 137.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

SMOKE ALARMS
Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ashmor Legal Pty Ltd C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 354822

NO PROPOSALS. As at the 12th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 20 1072 WHITEHORSE Road, BOX HILL 3128
CITY OF WHITEHORSE

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: 12th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45389296 - 45389296082727 '354822'