Contract of Sale of Land

Property:

Unit 10, 34-35 Nepean Highway, Aspendale VIC 3195

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../……/2026

Print names(s) of person(s) signing: .....

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

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

SIGNED BY THE VENDOR: .....

..... on ...../……/2026

Print names(s) of person(s) signing: **EUGENE SCHLUSSER**

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

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

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Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate Chelsea

Address: 463 Nepean Hwy, Chelsea VIC 3196

Email: dimitris.koptis@obrienrealestate.com.au

Tel: (03) 9772 7077 Mob: 0477 074 156 Fax: Ref:

Vendor

Name: EUGENE SCHLUSSER

Vendor's legal practitioner or conveyancer

Name: Blue Rock Law (Melb) Pty Ltd

Address: Rialto, L2 Podium East, 525 Collins Street, Melbourne, VIC 3000

Email: lisa.li@thebluerock.com.au

Tel: (03) 9580 8311 Mob: Fax: (03) 9587 1304 Ref: Schlusser:125412

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09005	Folio	362	10	RP 004164

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 10, 34-35 Nepean Highway, Aspendale VIC 3195

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

Fixed floor coverings, electric light fittings and window furnishings of a permanent nature as inspected.

Payment

Price $ .....

Deposit $ ..... by (of which $ has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

added as special conditions)

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

Reference to persons shall include corporations, the singular shall include the plural vice versa and references to the male gender shall include references to all other persons.

1. Amendments to General Conditions

Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended a follows:

1.1 General Condition 3 is amended to read as follows:

> "Any signatory for a proprietary limited company purchaser or a trust 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 of a trust. "

1.2 The existing General Condition 4 is renumbered as General Condition 4.1, and the following new sub-clauses are added as General Condition 4.2 and General Condition 4.3: -

> "4.2 The Purchaser may only exercise the right to nominate as set out in General Condition
>
> 4.1 if and only if the Vendor approves the nomination and the Purchaser delivers to the Vendor's legal practitioner:
>
> (a) a nomination notice in the form executed by the nominee and the purchaser;
>
> (b) if the nominee is a corporation to which General Condition 3 applies, a guarantee and indemnity (in the form attached to this Contract); and
>
> (c) a cheque payable by the nominee to the vendor's legal representative for $440.00 being their costs for advising the vendor on compliance with Special Condition 1.2.
>
> 4.3 The Purchaser acknowledges that the Vendor makes and has made no representations claims or promises in respect to the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is solely responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination. The Purchaser acknowledges that if there is additional stamp duty payable due to the nomination, it is responsible for payment of that duty. "

1.3 General Conditions 6.2 to 6.7 (inclusive) are deleted;

1.4 General Condition 9 is deleted;

1.5 For the purposes of General Condition 23, the express "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies;

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

1.7 General Conditions 31.4 to 31.6 (inclusive) are deleted.

1.8 General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

> " The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':
>
> (a) expenses payable by the vendor under any existing loan secured over the property or other property of the vendor;
>
> (b) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach, including the cost of issuing any default notice agreed at $800.00;

(c) any commission or other expenses claimed by the vendor's estate agent or any other person relating to the sale of the property; and

(d) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property including the costs of obtaining bridging finance."

1.9 General Condition 33 is amended by deleting "2%" and replacing it with "4%".

1.10 General Condition 35.4(a) is amended to read as follows:

" an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property; and".

1.11 General Condition 35 is amended by including a new paragraph 35.6 as follows:

" Unless the price includes GST, the reference to 'the price' in this General Condition 35 refers to the price plus any GST payable on the price."

2. Acknowledgments

2.1 The Purchaser acknowledges that he has inspected the Land hereby sold. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

2.1.1 is satisfied as to the nature, quality, condition and state of repair of the Land and any Goods sold with the Land;

2.1.2 accepts that all structures or improvements on the Land are contained wholly within the title boundaries of the Land and that no structure or improvements on any adjoining Land encroaches over or under the title boundaries to the Land;

2.1.3 accepts the Land as it is and subject to all defects (latent or patent) and all dilapidation and infestation;

2.1.4 is satisfied about the purposes for which the Land may be used and about all restrictions and prohibitions on its development; and

2.1.5 must not raise any requisition or objection or claim any compensation in relation to anything done by the Vendor which the Vendor considers necessary for the safety or protection of the Land or any person on or near the Land or for the protection of the interest of any occupier of the Land.

2.2 The Purchaser warrants that:

2.2.1 except for any disclosure by the Vendor or the Vendor's Estate Agent to the Purchaser in accordance with the provisions of the Sale of Land Act 1962 (Vic) (as amended), no information, representation or warranty by the Vendor or the Vendor's Estate Agent (apart from those statements contained in the Vendor Statement, a copy of which is annexed to this Contract) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquiries and investigations relating to the Land;

2.2.2 no information, representation or warranty has been so relied upon;

2.2.3 that this Contract is the sole repository of the agreement between the parties and contains the entire understanding of the parties with reference to the subject matter of this Contract; there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Land or the purchase of the Land by the Purchaser;

2.2.4 this Contract and the Vendor's Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Estate Agent and the Purchaser;

2.2.5 without limitation, the Purchaser acknowledges that it has not relied upon any information contained in any information memorandum, marketing material, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Land;

2.2.6 it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent;

2.2.7 it is not prohibited by or under any law including without limitation the Foreign Acquisitions and Takeovers Act 1975 (Cth) from entering into or completing this Contract;

2.2.8 settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Land or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this Special Condition; and

2.2.9 it will not make any requisition or objection or claim any compensation in respect of any non-compliance with the Building Act 1993 (Vic), the Building Code of Australia or the requirements of any Authority in relation to any improvements erected on the Land or any alterations or additions to the improvements ("Building Legislation") and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation.

2.3 The Vendor gives no warranty:

2.3.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation;

2.3.2 as to the use to which the Land may be put; and/or

2.3.3 that the use to which the Vendor has previously put the Land is permissible or permissible only with the consent of any Authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court and the Purchaser must obtain any use consent at the Purchaser's own expense.

2.4 The Purchaser shall not make any objection, claim compensation or delay payment of the Balance because of anything in connection with:

2.4.1 any of the matters referred to in this Special Condition 2;

2.4.2 any loss, damage, dilapidation infestation, defect (latent or patent) or mechanical breakdown which may affect the Land;

2.4.3 the roof or surface water drainage from the Land being connected to a sewerage service;

2.4.4 there being or not being an easement or other right in respect of a service for the Land being a joint service or passing through another Land, or any service for another Land passing through the Land ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

2.4.5 the condition or existence or non-existence of services; and/or

2.4.6 the presence of any Contaminant on the Land or in or on any structure on the Land.

2.5 The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given by the Vendor a Vendor Statement executed by the Vendor.

2.6 The parties hereto acknowledge and agree that no information representation or warranty prior to the execution of this Contract has been or will be relied upon and that any prior agreement (either oral or in writing) is hereby rescinded and that this Contract is the sole and full repository of the agreement between the Vendor and the Purchaser. Any subsequent agreement to the variation of the terms of this Contract may be made in writing with the consent of the Vendor and Purchaser only.

2.7 If the Purchaser is purchasing the Property as trustee of a trust then the Purchaser:

2.7.1 must not do anything to prejudice any right of indemnity the Purchaser may have under the trust;

2.7.2 warrants that the Purchaser has power under the trust to enter into this Contract;

2.7.3 is personally liable under this Contract;

2.7.4 warrants that the Purchaser has a right of indemnity under the trust; and

2.7.5 must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

3.Deposit

3.1 The Deposit shall be held in accordance with the provisions of Division 3 of the Sale of Land Act 1962 and on the Purchasers becoming entitled to a transfer or conveyance of the land the Purchasers will provide to the Vendor written acknowledgment to that effect.

3.2 Any deposit money received by a Solicitor or Estate Agent shall be held as Stakeholder pursuant to Division 3 of the Sale of Land Act 1962.

4.Chattels Included in the Sale

The Purchaser acknowledges that only those chattels listed in the Particulars of Sale page in the Contract of Sale are being sold and will pass with the Property. In the event that the sale of the property is taking place with an existing tenancy, the Purchaser acknowledges that all chattels other than those listed are not included in the sale and will not pass with the Property on settlement.

5.Property Condition

The Purchaser acknowledges having inspected the Property and accepts it in its present state of repair and condition. The Purchaser shall not make any objection, requisition or claim in respect of:

5.1 the condition or state of repair of the Property;

5.2 any defect whether latent or patent; or

5.3 any non-compliance of the improvements or any alternations or additions thereto with the provisions of the Local Government Act 1989 (Vic); the Building Act 1993 (Vic) or any other Act relating to such improvements or to any regulations made under such Acts or with the requirements of the relevant Responsible Authorities.

6.Guarantee of Company

In the event that the Purchaser is a company the person who executes this Contract for and on behalf of the Purchaser shall also execute the Guarantee annexed hereto.

7.Purchasers Buying Unequal Interests

7.1 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).

7.2 If the proportions recorded in the Transfer, differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

7.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.

7.4 This Special Condition will not merge on Completion.

8.Zoning

The Property is sold subject to any restriction as to use or user any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof.

9.Compliance with Notices

9.1 The Purchaser shall assume liability for compliance with any notices or order relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the date hereof but the Purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted Title) at any time prior to the Settlement Date for the purpose of complying with any such notice or order which requires to be complied with before Settlement Date.

9.2 All costs and expenses whatsoever incurred in complying with any such notice or order shall be borne and paid by the Purchaser who shall not be entitled to claim any compensation from the Vendor or reduction in the purchase price.

10. Insolvency Event Deemed Default

10.1 If an Insolvency Event occurs, the Purchaser is deemed to have fundamentally breached a term of this Contract at the time that the Insolvency Event occurs and the Vendor may terminate this Contract at any time after the Insolvency Event by notice in writing to the Purchaser.

10.2 An Insolvency Event in respect of the Vendor does not constitute a breach of this Contract by the Vendor.

10.3 Insolvency Event means, in relation to a party, any of the following events:

(a) the party assigns any of its property for the benefit of creditors or any class of them;

(b) the party's interest in or under this Contract or in the subject matter of this Contract becomes attached or taken in execution or under any legal process;

(c) any encumbrancee takes any step towards taking possession or takes possession of any assets of the party or exercises any power of sale;

(d) the party ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;

(e) any security interest becomes enforceable or is enforced against the party;

(f) a distress, attachment or other execution is levied or enforced against the party in excess of $10,000.00;

(g) the party has a judgment or order given against it in an amount exceeding $10,000.00 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given;

(h) the party takes any step to obtain protection or is granted protection from its creditors under any application legislation;

(i) a resolution is passed by the party to appoint an administrator or an administrator of the party is appointed;

(j) an order is made that the party be wound up;

(k) an order is made appointing a liquidator or a provisional liquidator of the party;

(l) the party resolves to wind itself up or otherwise dissolve itself, or gives notice of its intention to do so, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party, or is otherwise wound up or dissolved;

(m) an order is made or a resolution is passed for the party to enter into any arrangement, comprise, composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the other party;

(n) the party is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts

(other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

(o) a receiver, receiver and manager, administrator, controller or similar officer of any of the assets or 'the whole any part of the undertaking of the party is appointed;

(p) the party is or makes a statement from which it may be reasonably deduced by the other party that the party is the subject of an event described in section 459C(2) of the *Corporations Act* 2001 (Cth);

(q) any event that is analogous or having a substantially similar effect to any of the events specified in this definition; or

(r) the party, being an individual, commits an act of bankruptcy or becomes insolvent.

11. Settlement

11.1 If the Purchaser fails to pay the Balance on the Settlement Date or any later date on which the Purchaser tenders the Balance, then the Purchaser must pay to the Vendor:

(a) the costs of default contemplated under General Condition 32; and

(b) interest as contemplated under General Condition 33 on the Balance for the period from the
Settlement Date until this Contract is completed.

11.2 If the Purchaser fails to settle at the time and place scheduled for settlement (time being of the essence)and settlement is rescheduled, the Purchaser will be in default of this Contract. The Purchaser must pay the Vendor's Legal Practitioner $440.00 together with any costs of the Vendor's mortgagee, for each and every rescheduled settlement, such additional amount or amounts to be paid at settlement.

12. Default

12.1 If an Insolvency Event occurs, General Condition 34 will not apply and the Vendor may terminate this Contract by notice in writing to the Purchaser at any time after the breach or the Insolvency Event occurs.

12.2 If the Vendor terminates this Contract under Special Condition 12.1, General Condition 35.4(a) will apply as if this Contract had been terminated by notice under General Condition 35.2.

12.3 If the Purchaser fails to pay an amount due under this Contract, it must pay interest on that amount at the interest rate from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this Special Condition 12.3 must be paid on the date of actual settlement.

12.4 The Purchaser's obligation to pay interest under Special Condition 12.3 does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.

12.5 Subject always to Special Conditions 13, nothing in this Special Condition 12 limits the rights of the Vendor if the Purchaser defaults under this Contract.

13. Additional Land Tax

13.1 The Purchaser acknowledges and agrees that:

13.1.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and

13.1.2 if as a result of the Purchaser's breach, Completion of this Contract takes place on a date that is after 31 December in the year that Completion of this Contract is due to take place ("Settlement Year"); then

13.1.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

13.1.4 the additional tax which the Vendor will incur in accordance with this Special Condition ("Additional Land Tax") is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

13.2 If Special Condition13.1 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor the Additional Land Tax.

14. Environmental Matters

From the Settlement Date, the Purchaser:

14.1 Acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or Land resulting in any way from the use of the Land or existence or previous existence of any underground storage tank or tanks (including without limitation, leakage or spillage of oil or other products) or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on or under the Land;

14.2 Releases and discharge the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence of any Contaminant in, on or under that Land and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and

14.3 Indemnifies and holds harmless the Vendor and its successors, assigns, employees and agents from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any Contaminant in, on or under the Land (including without limitation, any costs or expenses incurred in relation to any notice, direction or order issued or made under any Environmental Law) and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suites, demands and action.

14.4 This Special Condition 14 will not merge on Completion but shall enure for the benefit of the Vendor.

15. Foreign Acquisitions and Takeovers Act

The Purchaser warrants and represents to the Vendor that the Purchaser is not under any legal disability or restriction which would prohibit the Purchaser from entering into this Contract or which would render the Contract illegal, void or voidable. In particular, the Purchaser warrants that the Purchaser does not require consent under the *Foreign Acquisitions and Takeovers Act 1975* to purchase the property or alternatively that such consent has been duly obtained prior to the signing hereof. The Purchaser acknowledges that the Vendor has entered into this Contract on reliance upon the aforesaid representations and warranties and that in the event of any such representations or warranties proving to be false the Purchaser shall be responsible for and indemnify the Vendor in respect of all loss and damage suffered by the Vendor, which indemnity shall be enforceable regardless of whether or not this Contract continues in force or becomes void or voidable.

16. Other Developments

16.1 Other Developments means any actual or proposed development or developments near to or which may affect views from, light to or amenity of the Property.

16.2 The Purchaser acknowledges and accepts that:

(a) The Vendor has no control over the Other Developments

(b) The Other Developments may take place, may change or may not proceed at all;

(c) The Other Developments may change by increase to height or shape;

(d) He did not enter into this Contract in reliance upon any representation made by or on behalf of the Vendor in relation to any Other Developments.

16.3 The Purchaser warrants to the Vendor that the Purchaser will not make any requisition, objection, delay settlement, rescind or terminate this Contract or claim any compensation for any act, matter or thing

which is in any way related to the Other Developments.

17. Auction Conditions

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

18. GST

18.1 If the Purchaser is required to pay GST, then the GST and all other money as set out in Special Condition 18, shall be deemed to be part of the purchase price and the Vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the Vendor under any written or oral agreement has been paid in full.

18.2 The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice. Unless the price negotiated as set out in the Contract is specified in writing to be inclusive of GST, then any price shall be exclusive of GST and the said GST shall be paid in the sum of ten percent of the said price and shall be deemed to be part of the purchase price. The Purchaser shall pay any such GST and the failure of the Purchaser to pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the Contract. This condition shall not merge at settlement and the GST together with all interest, penalties and costs shall be recoverable by the Vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the Property sold until all moneys due under the Contract and this Special Condition are paid in full.

19. Definitions and Interpretation

19.1 **Definitions**

In this Contract, unless the contrary intention appears or the context otherwise required:

19.1.1 **Authority** means any government or other governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity.

19.1.2 **Balance** means the balance payable at Settlement as set out in the Particulars of Sale.

19.1.3 **Business Day** means any day on which trading banks (that expression is defined in section 5(1) of the *Banking Act 1959* (Cth)) are open in Melbourne for transaction of banking business.

19.1.4 **Completion** means completion of this Contract.

19.1.5 **Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (including asbestos) which makes or may make the Land or the surrounding environment:

- noxious or poisonous
- harmful or potentially harmful to the health, welfare or safety of human beings;
- poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
- poisonous, harmful or potentially harmful to plants or vegetation;
- noxious, poisonous or offensive to these senses of human beings;
- otherwise environmentally degraded; or
- not comply with any Environmental Law.

19.1.6 **Contract** includes all parts of and schedules, annexures and exhibits to this Contract of Sale.

19.1.7 **Day of Sale** is the day by which both parties have signed this Contract.

19.1.8 **Deposit** means the amount described as the deposit in the Particulars of Sale.

19.1.9 **Environment** includes all aspects of the surroundings of human beings including:

- the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
- the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
- the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.

19.1.10 **Environmental Law** means a law (whether past, present or future) of any government agency (including statues, orders, awards and decrees) regulating or otherwise relating to the Environment including, but not limited to, any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, groundwater, air emissions, air quality, hazardous substances (including, but not limited to, the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or persons or Land.

19.1.11 **Land** means the Land and all improvements including any construction on the land described in the Particulars of Sale as the land sold.

19.1.12 **Price** means the amount set out under the heading payment and next to the word Price in the Particulars of Sale.

19.1.13 **Property** means the property sold pursuant to this Contract. The terms Land and property are used intermittently throughout this Contract, however they all mean the Land.

19.1.14 **Purchaser** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Purchaser.

19.1.15 **Settlement** or **Settlement Date** means the date specified in the Particulars of Sale under the heading Settlement.

19.1.16 **Vendor** means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.

19.1.17 **Vendor's Estate Agent** means the person so described in the Particulars of Sale.

19.1.18 **Vendor's Legal Practitioner** means the person so described in the Particulars of Sale.

19.1.19 **Vendor Statement** means the statement made by the Vendor under section 32 of the *Sale of Land Act* 1962 (Vic) in accordance with Division 2 of Part II of that Act, a copy of which is attached.

19.2 I**nterpretation**

Wherever appearing in this Contract:

19.2.1 words importing persons shall include corporations;

19.2.2 words importing the singular include plural and vice versa;

19.2.3 words importing the masculine gender shall include all genders as the case may require;

19.2.4 references to statutes shall include any statutes amending consolidating or replacing the same;

19.2.5 any headings are for ease of reference only and shall not affect the construction of this Contract;

19.2.6 references to a party include that party's legal personal representatives and successors; and

19.2.7 references to section 32 statement and Vendor Statement are used intermittently throughout this Contract and both mean and refer to a statement required to be given by a Vendor under section 32 of the *Sale of Land Act* 1962 (Vic) in accordance with Division 2 of Part II of that Act.

20. Miscellaneous

20.1 **Severance**

Any part of this Contract that is:

20.1.1 unenforceable or illegal; or

20.1.2 which purports to waive any right of a person under the *Sale of Land Act*,

is severed from this Contract and does not affect the enforceability of the remaining provisions of this Contract this Special Condition 20.1 has precedence over all other provisions of this Contract.

20.2 **Entire agreement**

To the extent permitted by law, this Contract constitutes the entire agreement between the parties in relation to the subject matter of this Contract and supersedes all previous negotiations and agreements in relation to the transaction.

20.3 **No representations**

The Purchaser acknowledges that:

20.3.1 no information, representation or warranty provided or made by the Vendor, the Vendor's Estate Agent or the Vendor's Legal Practitioner was provided or made with the intention or knowledge that it would be relied on by the Purchaser and that it has not relied on any information, representation or warranty; and

20.3.2 in entering into this Contract, it:

(a) has made its own enquiries in relation to the Property;

(b) does not rely on any letter, brochure, advertisement, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;

(c) is satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the Property;

(d) is satisfied as to the need for the existence or validity of any development or other approval for the Property; and

(e) enters into this Contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment.

20.4 **No Merger**

Unless otherwise expressly provided, no provision of this Contract merges on or by virtue of settlement including any indemnity which survives termination, settlement or expiration of this Contract.

20.5 **Waiver**

20.5.1 A right may only be waived in writing, signed by the party giving the waiver.

20.5.2 No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.

20.5.3 A waiver of a right on one or more occasion does not operate as a waiver of that right if it

arises again.

20.6 **Amendment**

This Contract may only be varied in writing, signed by the parties.

20.7 **Time of the essence**

Time shall remain the essence of this Contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

20.8 **Indemnity**

20.8.1 The Purchaser is liable for and indemnifies at all times the Vendor against all costs, liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's:

(a) breach of any warranty under this Contract; and

(b) failure to comply with this Contract including liability incurred under another contract of sale.

20.8.2 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Purchaser and survives termination, settlement or expiration of this Contract.

20.8.3 It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

20.8.4 Subject to any provision to the contrary in this Contract, the Purchaser will indemnify and keep indemnified the Vendor against all Claims of any nature whatsoever which the Vendor may suffer, sustain or incur in connection with or relating to any Claim howsoever arising made or incurred on or subsequent to the Settlement Date or from events or occurrences happening or arising on or subsequent to the Settlement Date out of or in respect of the Property or any act, matter or thing occurring thereon.

20.9 **Counterparts**

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one document.

20.10 **Confidentiality**

20.10.1 The Purchaser acknowledges that the existence and terms of, and t.he identity of the Parties to, this Contract and all negotiations leading up to and related to this Contract are strictly confidential (“Confidential Information”).

20.10.2 Except as stated in Contract, the Purchaser must not and must not permit any of its officers, employees, agents, contractors or related bodies corporate to disclose any Confidential Information to any person, other than its professional advisers or as required by law, without the prior written consent of the Vendor.

20.10.3 This Special Condition 20.10:

(a) operates solely for the benefit of the Vendor and does not in any way restrict the Vendor; and

(b) continues despite the termination, frustration or repudiation of this Contract.

20.11 **Rule of Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it.

20.12 **Further Acts**

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things required by the Vendor to give effect to this Contract.

20.13 **Electronic Signature**

20.13.1 In this clause, "**Electronic Signature**" means digital signature or a visual representation of a person's handwritten signature or mark which is place on a physical or electronic copy of this Contract by electronic or mechanical means.

20.13.2 This Contract may be signed by or on behalf of a party using an Electronic Signature.

20.13.3 Where an Electronic Signature has been used by a party to sign this Contract, that party warrants that their Electronic Signature was used to:

(a) identify and authenticate the person signing;

(b) where the party is an individual, indicate that the person, intended to be bound by the terms of this Contract; and

(c) where the party is a company, indicate that the person or persons intended to bind the company to the terms of this Contract.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

(b) any reservations, exceptions and conditions in the crown grant; and

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

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

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

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

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

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

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

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

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use 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.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may 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.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 223 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land* Act 1958.

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

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

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

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

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

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

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

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

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

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

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

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

(a) settlement is conducted through the electronic lodgement network; and

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

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser'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.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;

   (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and

   (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.

2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.

3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.

4. A reference to a party includes that party's successors, transferees and assigns.

5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: EUGENE SCHLUSSER

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: Unit 10, 34-35 Nepean Highway, Aspendale VIC 3195

Certificate of Title: Volume 09005 Folio 362

Guarantor: Name: .....

Address: .....

Name: .....

Address: .....

DATED: this day of 2026

SIGNED SEALED AND DELIVERED by the said)
)
) .....
Print Name .....) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness .....)

SIGNED SEALED AND DELIVERED by the said)
)
) .....
Print Name .....) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness .....)

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To: Purchaser/recipient

Property address: Unit 10, 34-35 Nepean Highway, Aspendale VIC 3195

Lot no.: 10 Plan of subdivision: 004164

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

From: Vendor/supplier

Vendor Statement

Property: UNIT 10, 34-35 NEPEAN HIGHWAY, ASPENDALE VIC 3195

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 10, 34-35 NEPEAN HIGHWAY, ASPENDALE VIC 3195

VENDOR: EUGENE SCHLUSSER

_____ _____/_____/20_____

Vendor's signature Date

PURCHASER:

_____ _____/_____/20_____

Purchaser's signature Date

PURCHASER:

_____ _____/_____/20_____

Purchaser's signature Date

1. FINANCIAL

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

☒ Are contained in the attached certificate(s) and rates notice(s).

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

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:-

☒ Not applicable.

1.3 **Terms Contract**

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

☒ Not applicable.

1.4 **Sale Subject to Mortgage**

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

☒ Not applicable.

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

☒ Not applicable.

2.2 Owner-Builder

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

☒ Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

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

☒ Nil, so far as the vendor(s) are aware.

3.2 Road Access

There is:

☒ access to the property by road

3.3 Designated Bushfire Prone Area

The land:

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

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:

☒ Nil, so far as the vendor(s) are aware.

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, so far as the vendor(s) are aware.

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, so far as the vendor(s) are aware.

5. BUILDING PERMITS

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

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

6. OWNERS CORPORATION

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

☒ 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")

☒ GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

☐ Electricity supply

☐ Gas supply

☐ Water supply

☐ Sewerage

☒ Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

☒ 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

☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

12. DUE DILIGENCE CHECKLIST

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

☒ Is attached.

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

•

Due diligence checklist

What you need to know before buying a residential property

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

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

VOLUME 09005 FOLIO 362 Security no : 124139901705H
Produced 22/10/2026 11:57 AM

LAND DESCRIPTION

Lot 10 on Registered Plan of Strata Subdivision 004164.
PARENT TITLES :
Volume 04192 Folio 208 Volume 04831 Folio 003
Created by instrument F105479 04/02/1974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EUGENE SCHLUSSER of 141 PALMERSTON STREET CARLTON VIC 3053
AU028373H 09/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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 RP004164 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 10 34-35 NEPEAN HIGHWAY ASPENDALE VIC 3195

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP004164

DOCUMENT END

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Document Identification	**RP004164**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**22/10/2026 11:57**

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PLAN OF STRATA SUBDIVISION | EDITION 1 | RP004164

LOCATION OF LAND

PARISH: LYNDHURST

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: 11A (PT)

CROWN PORTION: -

TITLE REFERENCE: -

LAST PLAN REFERENCE: LP98253 (STRATUM CONVERSION)

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 34 & 35 NEPEAN HIGHWAY
ASPENDALE 3195

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

SURVEYOR'S CERTIFICATE

Surveyor: JAMES ANDREW DEA

Certification Date: 20/08/1973

REGISTERED UNDER PART IV OF
THE STRATA TITLES ACT 1967

REGISTERED DATE: 04/02/1974

PLAN UPDATED BY REGISTRAR IN AN661031Q 25/07/2018

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 20 IS A THREE STOREY BUILDING.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1 TO 20 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

TABLE

LOT	RELEVANT STOREY
LOTS 17 TO 20	GROUND STOREY
LOTS 1 TO 8	FIRST STOREY
LOTS 9 TO 16	TOPMOST STOREY

LOTS 17 TO 20 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.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
MEDIAN: ALL BOUNDARIES

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

MEASUREMENTS ARE IN FEET & INCHES METRIC CONVERSION = (0.3048 x FEET) + (0.0254 x INCHES) SHEET 1 OF 2

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PLAN OF STRATA SUBDIVISION

RP004164

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY

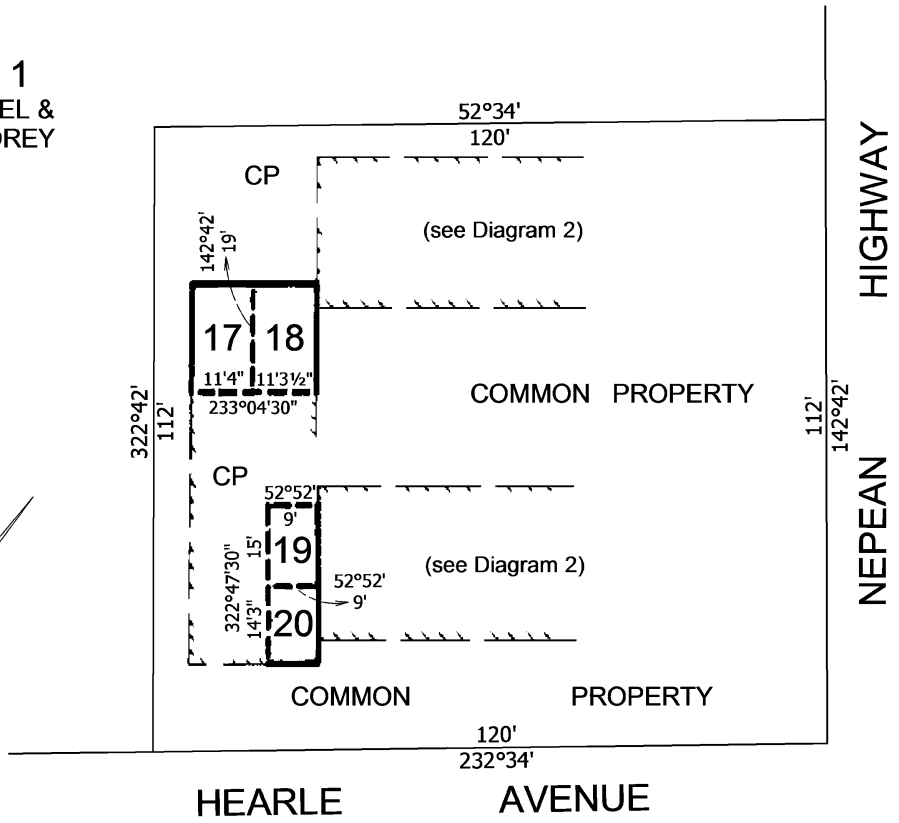
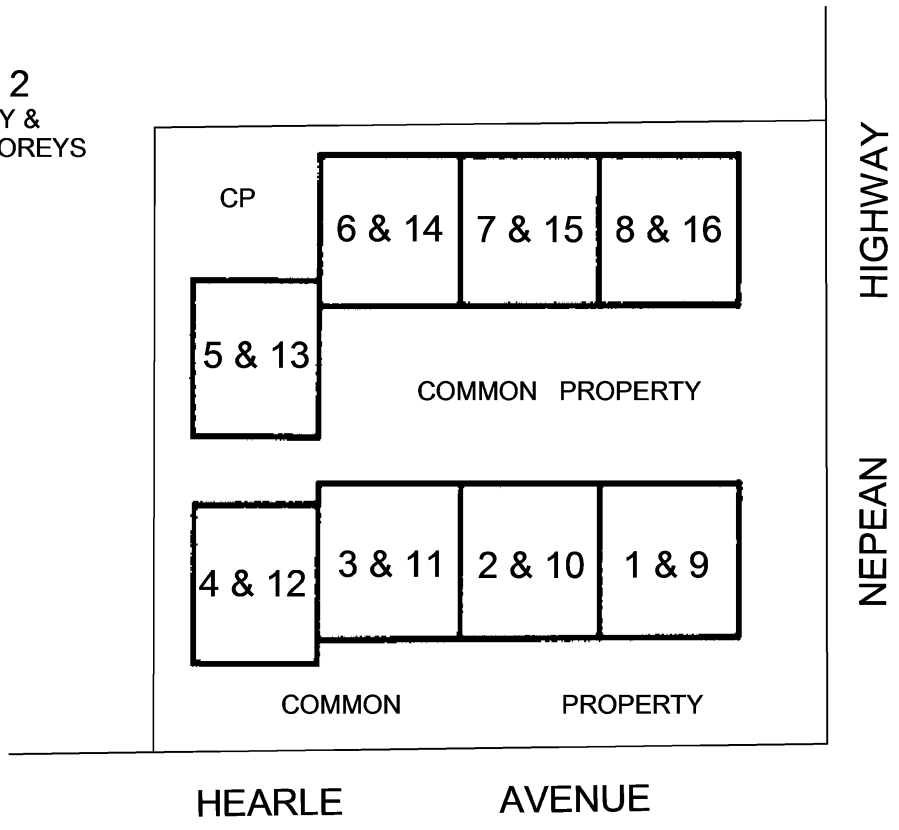
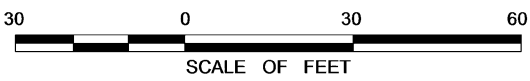


DIAGRAM 2
FIRST STOREY &
TOPMOST STOREYS





MEASUREMENTS ARE IN FEET & INCHES

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP004164

The land in RP004164 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 20.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ACE BODY CORPORATE MANAGEMENT CONSULTING 244 BOUNDARY ROAD BRAESIDE VIC 3195

AZ280930W 18/06/2025

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	22	22
Lot 2	22	22
Lot 3	22	22
Lot 4	22	22
Lot 5	22	22
Lot 6	22	22

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 22/10/2026 11:57:18 AM

OWNERS CORPORATION
PLAN NO. RP004164

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	22	22
Lot 8	22	22
Lot 9	22	22
Lot 10	22	22
Lot 11	22	22
Lot 12	22	22
Lot 13	22	22
Lot 14	22	22
Lot 15	22	22
Lot 16	22	22
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Total	**356.00**	**356.00**

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.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1301902

APPLICANT'S NAME & ADDRESS

BLUE ROCK LAW (MELB) PTY LTD C/- TRICONVEY (RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

SCHLUSSER, EUGENE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

352741

This certificate is issued for:

LOT 10 PLAN RP4164 ALSO KNOWN AS 10/34 - 35 NEPEAN HIGHWAY ASPENDALE
KINGSTON CITY

The land is covered by the:
KINGSTON PLANNING SCHEME

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

The land:

- is included in a	NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and abuts a	TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/kingston)

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

22 October 2026

Sonya Kilkenny
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) 9102 0402 or email landata.enquiries@servictoria.com.au

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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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.

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 05 November 2026 11:40 AM

PROPERTY DETAILS

Address:	**10/34-35 NEPEAN HIGHWAY ASPENDALE 3195**
Lot and Plan Number:	**Lot 10 RP4164**
Standard Parcel Identifier (SPI):	**10\RP4164**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**427665**
Planning Scheme:	**Kingston** Planning Scheme - Kingston
Directory Reference:	**Melway 92 G3**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**MORDIALLOC**

OTHER

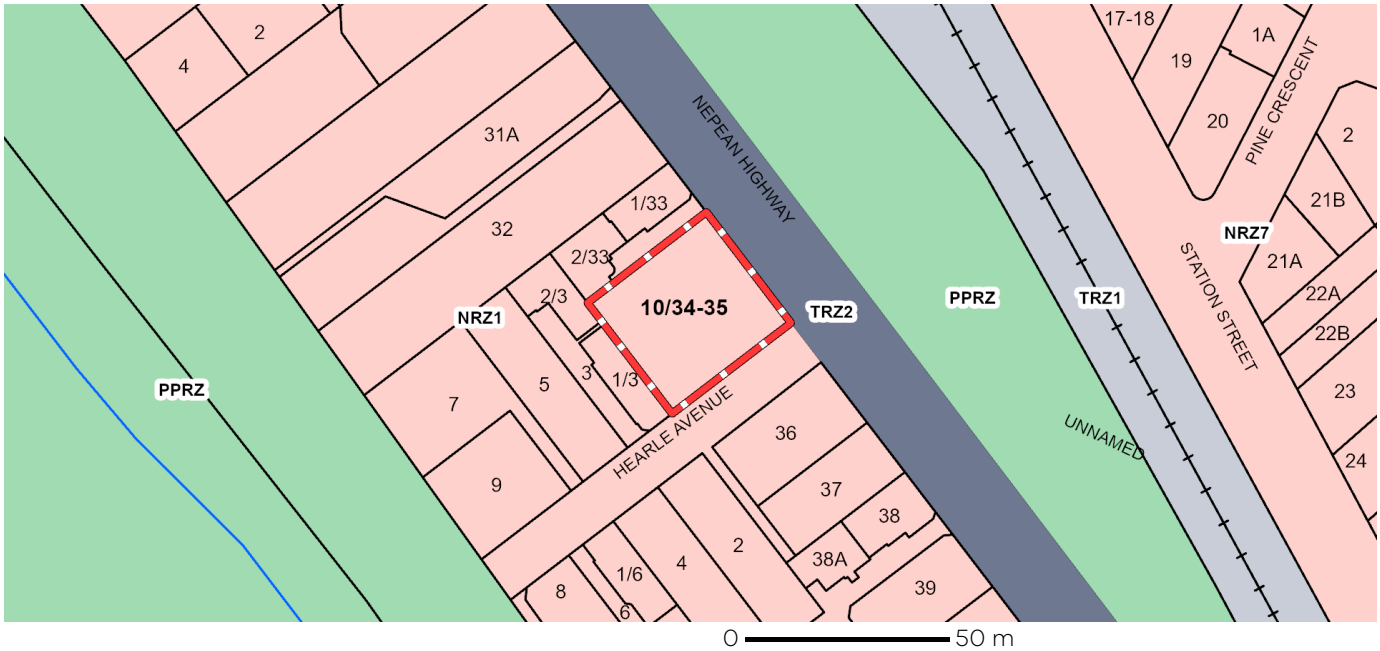
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



NRZ - Neighbourhood Residential

PPRZ - Public Park and Recreation

TRZ1 - State Transport Infrastructure

TRZ2 - Principal Road Network

Railway line

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

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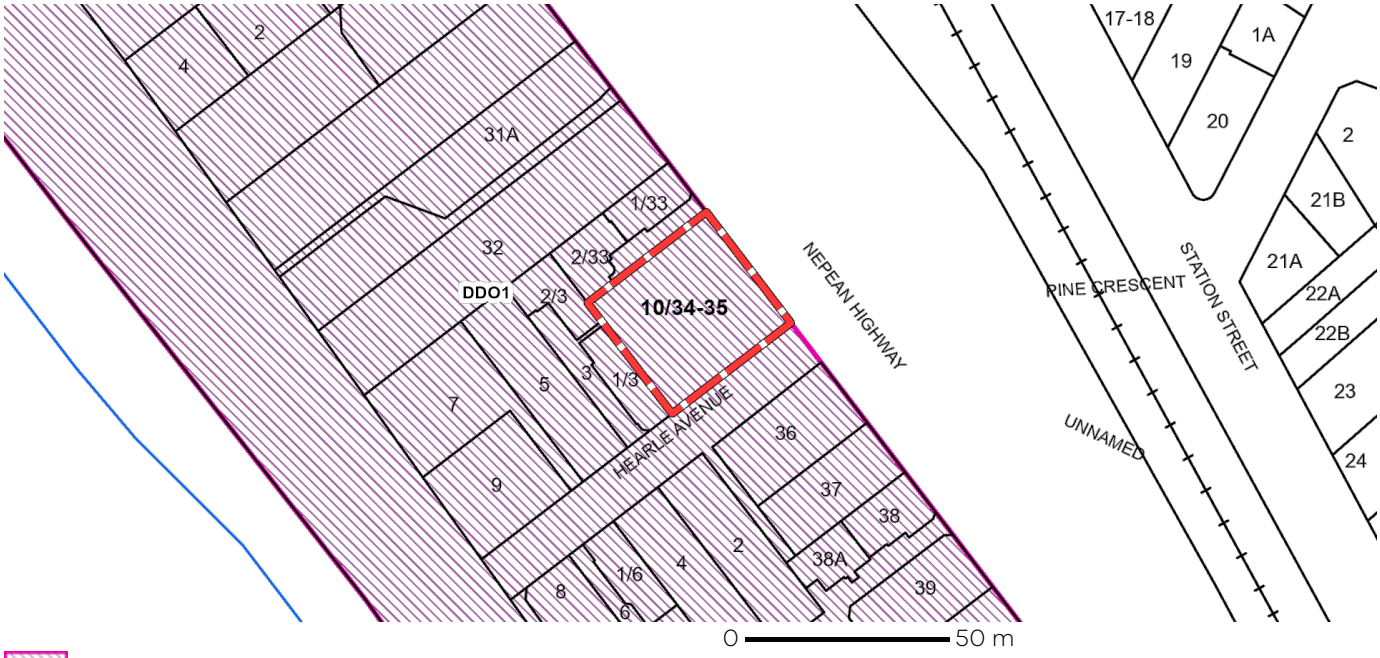
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



DDO - Design and Development Overlay **Railway line**

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to
https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 2 November 2026.

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 https://mapshare.vic.gov.au/vicplan/

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

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

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

PLANNING PROPERTY REPORT

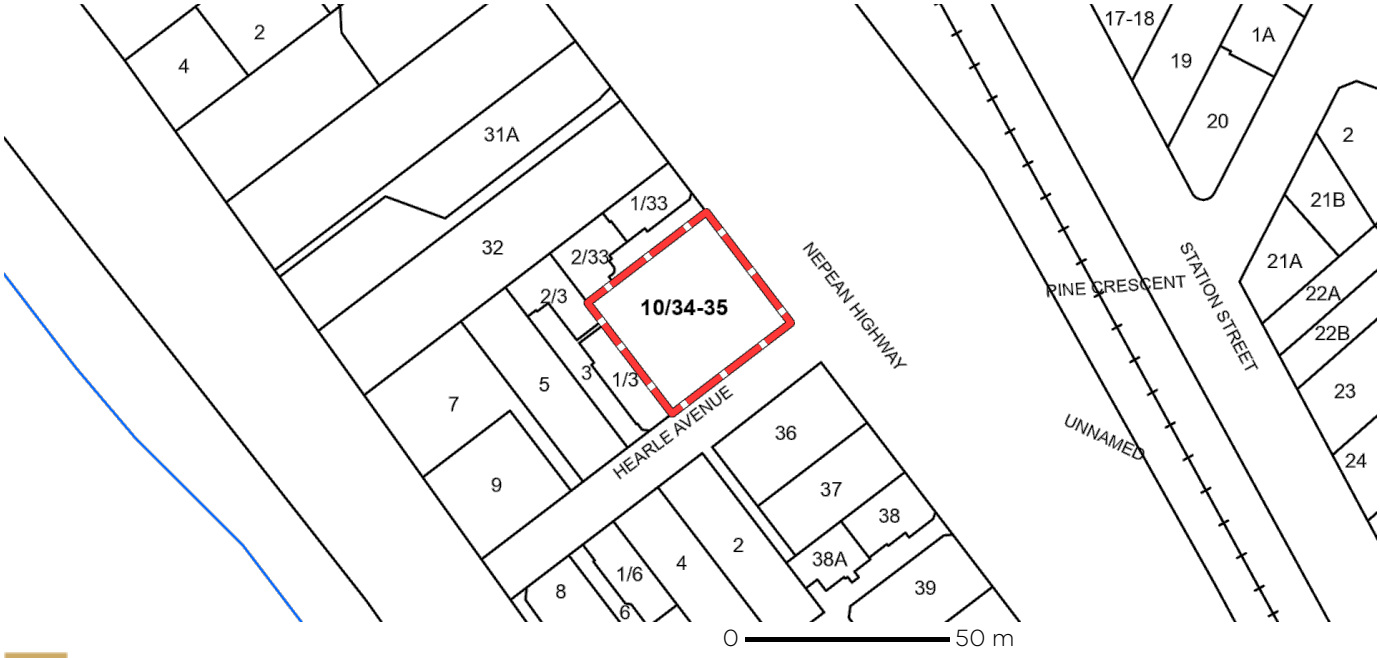
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas Railway line

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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City of KINGSTON

SENDER
City of Kingston
PO Box 1000, Mentone, VIC 3194

Rates & Valuation Notice

Notice for period 1 July 2026 to 30 June 2027

⊢ 000480 022 H1

E Schlusser
141 Palmerston St
CARLTON VIC 3053

TAX INVOICE
ABN 80 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
kingston.vic.gov.au/contact
cityofkingston

Notice Summary

ASSESSMENT NUMBER	100064/3
DATE ISSUED	06/08/26

TOTAL AMOUNT PAYABLE
$1,501.44

INCLUDES THE FOLLOWING:

TOTAL REBATES
$0.00

ARREARS OUTSTANDING
$0.00

Interest will be charged on outstanding arrears from 1 July 2026, unless agreed with Council.

Council Rate & Charges 2026/2027	
General Rate = CIV x 0.00182783 rate in $	$959.61
Municipal Charge	$100.00
Waste Choice H-240lt Bin & 240lt Recycle Shared x3	$212.00
Total Council Rate & Charges 2026/2027	**$1,271.61**

Mandatory State Government Charges

Emergency Services Volunteer Fund 2026/2027	
ESVF Residential Rate =CIV X 0.000173 rate in $	$90.83
ESVF Residential Emergency Services Volunte-Fixed	$139.00
Total Emergency Services Volunteer Fund 2026/2027	**$229.83**

Payments and ownership changes made after 21 July 2026 may not be shown in this notice.

TOTAL AMOUNT PAYABLE **$1,501.44**

Property Details

DESCRIPTION
Unit 10 34-35 Nepean Highway, ASPENDALE VIC 3195

SITE VALUE
$185,000

CAPITAL IMPROVED VALUE
$525,000

NET ANNUAL VALUE
$26,250

OPERATIVE VALUATION DATE
1 July 2026

LEVEL OF VALUE DATE
1 January 2026

LAND USE (FOR ESVF)
Residential

AVPCC
120 - Single Unit/Villa Unit/Townhouse

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2026	$375.38
30 NOVEMBER 2026	$375.36
28 FEBRUARY 2027	$375.36
31 MAY 2027	$375.34

To take up the instalment option, please make the first payment by 30 September, 2026. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

$1,501.44

Due 15 February 2027

Payble™ – Our newest payment system

- **Pay with card or bank** — Automatic payments for all major bank accounts, credit and debit cards
- **Smaller Instalments** — Manage your budget with weekly, fortnightly or monthly instalments
- **Helpful reminders** — Receive SMS reminders before important due dates

Scan to pay
payble.kingston.vic.gov.au

City of KINGSTON

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER: 100064/3

RATEPAYER: E Schlusser

PROPERTY DESCRIPTION: Unit 10 34-35 Nepean Highway, ASPENDALE VIC 3195

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS

BPOINT	BPAY	Post Billpay	Payble™
1300 276 468		131 816	Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au
BILLER CODE 8938	BILLER CODE 8938	BILLER CODE 0327	
REF 1000 643	REF 1000 643	REF 0010 0064 3	

ARREARS ONLY $0.00

INSTALMENT $375.38
*327 001000643

FULL PAYMENT $1,501.44
*327 001000643

INTERNAL USE ONLY

044908-000480-001-002-001051-96069

EMERGENCY SERVICES AND VOLUNTEERS FUND

The Emergency Services and Volunteers Fund (ESVF) is a Victorian Government levy introduced last year that all councils are required to collect.

This state charge is included on your rates notice - but the levy is not set or kept by local councils. We must pass it directly to the Victorian Government.

It replaces the Fire Services Property Levy and funds a wider range of emergency services, including the CFA, Fire Rescue Victoria, SES, Triple Zero and other agencies. For more information, please visit kingston.vic.gov.au/esvf

BASIS OF RATES ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- General rates, calculated by multiplying the capital improved valuation of the property by the rate in the dollar as set by Council
- A municipal charge, which is a flat amount applied to all rateable land
- A service charge applying to developed residential properties for the collection and disposal of refuse (includes the State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

PAYMENT OPTIONS

Flexible Payments:
Flexible Payments are available via Payble. Flexible Payments will enable you to pay your rates via direct debit either monthly, fortnightly, or weekly from a nominated bank account or credit card.

- Flexible payments are available from your registration and commencement date of flexible payments, up until the 31st of May for each rating period.
- Flexible payments not made by this date will be subject to late interest charges.
- Flexible Payments are set up by the property owner on your personal device. Registration for Flexible Payments can be done using the QR code on the front of this notice.

For more info visit
kingston.vic.gov.au/pay-rates

Or to register online please visit
payble.kingston.vic.gov.au/

4 instalments:
To pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2026. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior to 30 September is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid in instalments, the balance in full is required by 15 February 2027. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit:
To apply, download the application form at **kingston.vic.gov.au/dd-rates** or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account. The 10 monthly payments schedule from September to June is on our website.

Direct Debit - Existing:

- You are automatically re-registered for direct debit this year. If your details have changed please contact Council.
- To cancel, you must notify Council in writing at least 14 days prior to the next debit date.

Direct Debit - New Applicants:

- Applications must be received by the 20th of August to commence direct debit payments.

Full/Lump sum Payments:
Payment in full must be made on or by 15 February 2027. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Overdue amounts will be charged interest at 10% per annum as set under the *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*. Interest will be charged from 1 July 2026.

Instalments:
If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments will apply from 1 July 2026.

Full/Lump Sum Payment:
If the full/lump sum payment is not received on or by 15 February 2027, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/lump sum payments will apply from 1 July 2026.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2026.

HOW TO OBJECT TO RATE OR CHARGE

Please contact Council to discuss the matter. Alternatively a person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2026. The next valuation date is 1 January 2027 and the values will be used in 2026/2027 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website **sro.vic.gov.au**

To query your valuation, go to **kingston.vic.gov.au/valuationenquiry** or write to Council's Property Data Department, PO Box 1000, Mentone 3194

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed at 1 January 2026. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court.

Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation, please visit **ratingvaluationobjections.vic.gov.au** to lodge an objection online.

Concession: A concession of $50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pension Rebate for rating purposes. If you are not registered please refer to the Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under Sections 170, 171 and 171A of the *Local Government Act 1989*.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. *Applications will be received* between 1 July 2026 to 30 June 2027.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

HOW PAYMENTS ARE ALLOCATED TO RATES AND CHARGES

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current rates and charges.

Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

HARDSHIP SUPPORT

If you are having difficulty paying your rates, our Hardship Policy can assist with interest-free arrangements. Applications can be discreetly made online to protect your privacy. Find out if you're eligible and apply at kingston.vic.gov.au/pay-rates

PAYMENT ARRANGEMENTS

If none of our payment options suit you and you're behind on your rates payments you can request a payment arrangement to catch up. Visit kingston.vic.gov.au/pay-rates to apply.

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194

PRIVACY STATEMENT

The City of Kingston is committed to protecting your privacy. The personal information contained on this notice and collected by City of Kingston is for the purpose of Rates management or any other directly related purpose. The personal information will be disclosed to our registered suppliers for the purpose of issuing Rates notices and assist with payment and collection of rates. It will not be disclosed to any other external party without compliance checks and will only be used for rates management, unless required or authorised by law. If you wish to alter any of the personal information you have supplied to the City of Kingston, please contact Council via telephone 1300 653 356 or email info@kingston.vic.gov.au

OWNER
Eugene Schlusser

INTERPRETER SERVICES

People of all languages can now contact TIS National 131 450

Per contattare il Comune, chiamateci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

Để liên hệ với Hội đồng, gọi chúng tôi theo số 131 450

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

DIFFERENTIAL RATES

The rates charge can vary dependent on the land use of the property. This is called a differential rate. For more information please visit **kingston.vic.gov.au/valuations** All rating differentials adopted for 2026/27 are shown for comparative purposes only. The rates shown are based on the same rateable valuation on the previous page. Kingston's differential rates are:

Differential Rate Types	Rate in $	Rate in $ Amount
General	0.00182783	$ **959.61**
Agriculture	0.00146226	$ **767.69**
Extractive Landfill	0.00548351	$ **2,878.84**
Residential Heritage	0.00164505	$ **863.65**
Retirement Village	0.00164505	$ **863.65**

SEE FRONT OF NOTICE FOR PAYMENT METHODS, OTHER METHODS INCLUDE:

PAYBLE

Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au

IN PERSON

Payment can be made at Australia Post or any Kingston Customer Care Centre.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa and MasterCard.

BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PO Box 1000
Mentone, 3194

BUILDING CERTIFICATE
Building Regulations 2018
Regulation 51 (1)

City of KINGSTON

Certificate Number : DP:SLAGM1:427665
Your Reference: 82344627-018-5:98680
Contact: Michelle Slagter
Phone number: 9581 4130

23 October 2026

Property Address: **Unit 10 / 34-35 Nepean Highway, ASPENDALE VIC 3195**

Regulation 51(1)

Building Permits issued by the Relevant Building Surveyor for construction on the allotment during the last 10 years are as follows:

Structural Rectification Works to Existing Residential Building	Permit No: 47129/9500739606170	Permit Issue Date: 29/04/2020
Final Certificate Date: 11/06/2021		
Building Surveyor:	Grimbos Building Surveyors	

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

Residential Notes:

- As of the 1st of December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool/ spa safety barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11th of March 2009, all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

Dimitrios (Jim) Ploumis
Municipal Building Surveyor

community inspired leadership

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

750894-001 005458(21953) R
EUGENE SCHLUSSER
141 PALMERSTON ST
CARLTON VIC 3053

Bill note:
Under the Water Act 1989, the owner of a residential property cannot request the renter to pay usage charges until the property is separately metered.

Account number:	**35301732**
Date due:	**09 June 2026**

Last bill	Payments received	Balance	Current charges	Total due
$228.60	− $228.60cr =	$0.00	+ $223.65	$223.65

Your account breakdown

Issue date	21 May 2026
Property	Flat 10 34 Nepean Highway ASPENDALE VIC 3195
Property reference	50A//09570/43
Last bill	$228.60
Payment received	$228.60cr
Balance brought forward	$0.00
Our charges (no GST)	$169.98
Other authorities' charges (no GST)	$53.70
Total due	**$223.65**

Your snapshot

Average daily cost **$1.86**

440 848 1816
440 8481 816
PO.
3/6/26.

Payment options

DD **Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1003 5301 7300 003

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **35301732**
Account name: **South East Water Corporation**

Post Billpay
BillpayCode: 0361 Ref: **1003 5301 7300 003**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Go to **servicesaustralia.gov.au/centrepay**
for more information.
Reference number: **555 050 397J**

Property ref: 50A//09570/43
FLAT 10 34 NEPEAN HIGHWAY
ASPENDALE VIC 3195

*361 100353017300003

PN50A

Total due:	**$223.65**
Account number:	**35301732**
Date paid:	
Receipt number:	

+000000353017320> +009124+ <0000000000> <0000022365> +444+

Our charges

Meter reading details Date read: 20/05/2026

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SEFA000382	33266	33064	202	A

Your percentage of the main meter's consumption is **6.25** %.

Your proportional water usage is **12.63** kilolitres.

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **19 August 2026.**

Water usage (water and sewage)

For period 18/02/26 to 20/05/26 (91 days)

Step 1 12.63 kl @ $3.7685 per kl =	$47.60
Total usage charges	**$47.60**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/26 to 30/06/26

Water service charge	$21.97
Sewerage service charge	$100.41
Total service charges	**$122.38**
Our charges	**$169.98**

Other authorities' charges

	Charge
Parks charge 01/04/26 to 30/06/26	$22.45
Waterways and Drainage charge 01/04/26 to 30/06/26	$31.25
Total other authorities	**$53.70**
Total current charges	**$223.65**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2025**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/26 to 30/06/26**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/04/26 to 30/06/26**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at **my.southeastwater.com.au**. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligib

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

A small switch
A big difference

Make the switch to eBills at
southeastwater.com.au/switch



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Blue Rock Law (Melb) Pty Ltd C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 352741

NO PROPOSALS. As at the 22th October 2026, 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 10 34-35 NEPEAN HIGHWAY, ASPENDALE 3195
CITY OF KINGSTON

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: 22th October 2026

[Vicroads Certificate] # 82344627 - 82344627115406 '352741'

Property Clearance Certificate

Land Tax

INFOTRACK / BLUE ROCK LAW (MELB) PTY LTD

Your Reference:	SCHLUSSER:125412
Certificate No:	11883943
Issue Date:	22 OCT 2026
Enquiries:	ESYSPROD

Land Address: UNIT 10, 34 -35 NEPEAN HIGHWAY ASPENDALE VIC 3195

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4139675	10	4164	9005	362	$0.00

Vendor: EUGENE SCHLUSSER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR EUGENE SCHLUSSER	2026	$190,000	$771.87	$0.00	$0.00

Comments: Land Tax of $771.87 has been assessed for 2026, an amount of $771.87 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$525,000
SITE VALUE (SV):	$190,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 11883943

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $190,000

Calculated as $975 plus ($190,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,250.00

Taxable Value = $525,000

Calculated as $525,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 11883943

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: 11883943

Visa or Mastercard

Pay via our website or phone 13 21 61.

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / BLUE ROCK LAW (MELB) PTY LTD

Your Reference:	Schlusser:125412
Certificate No:	11883943
Issue Date:	22 OCT 2026
Enquires:	ESYSPROD

Land Address:	UNIT 10, 34 -35 NEPEAN HIGHWAY ASPENDALE VIC 3195

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4139675	10	4164	9005	362	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$525,000
SITE VALUE:	$190,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11883943

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / BLUE ROCK LAW (MELB) PTY LTD

Your Reference:	SCHLUSSER:125412
Certificate No:	11883943
Issue Date:	22 OCT 2026

Land Address:	UNIT 10, 34 -35 NEPEAN HIGHWAY ASPENDALE VIC 3195

Lot	Plan	Volume	Folio
10	4164	9005	362

Vendor: EUGENE SCHLUSSER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 11883943

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 11883949

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: 11883949

Visa or Mastercard

Pay via our website or phone 13 21 61.

sro.vic.gov.au/payment-options

Important payment information

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

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 23rd October 2026

1. OWNERS CORPORATION DETAILS

Plan Number: RP4164

Address of Plan: 34-35 Nepean Highway ASPENDALE 3195

Lot Number this statement relates to: 10

Unit Number this statement relates to: 10

Postal Address P O. Box 5583 MORDIALLOC VIC 3195

2. CERTIFICATE DETAILS

Vendor: Eugene Schlusser

Postal Address for Lot 10 141 Palmerston Street Carlton Victoria 3053

Person requesting Certificate: Infotrack on behalf of Blue Rock Law (Melb) Pty Ltd

Reference: (Ref: Schlusser:125412)

E-mail: ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 10

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 10 are **1,285.24 per annum** commencing on 1 November 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/11/25 to 31/01/26	269.50	20/11/25	Paid
01/02/26 to 30/04/26	338.58	27/02/26	Paid
01/05/26 to 31/07/26	338.58	01/05/26	Paid
01/08/26 to 31/10/26	338.58	01/08/26	Paid
01/11/26 to 31/01/27	321.30	01/11/26	Issued

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 10.

4. CURRENT LEVY POSITION FOR LOT 10

Fund	Balance	Paid To
Administrative	$321.30 DR	31 October 2026
Maintenance Fund	0.00	31 October 2022
BALANCE	**$321.30 DR**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 10.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 10 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 23 October 2026:

Account / Fund	Amount
Administrative Fund	-869.04
Maintenance Fund	1,654.50
TOTAL FUNDS HELD AS AT 23 OCTOBER 2026	**$785.46**

8. INSURANCE

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

Policy

Policy No.	TBA
Expiry Date	24-April-2027
Insurance Company	Strata Community Insurance Agencies
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	9796.92

Cover Type	Amount of Cover
Appeal Expenses	$100,000
Common Area Contents	$ 63,036
Damage (i.e. Building) Policy	$ 6,303,600
Fidelity Guarantee Insurance	$100,000
Legal Defense Expenses	$50,000
Loss Of Rent/Temporary Accommodation	$ 945,540
Lot Owner's Fixtures and Improvements	$300,000
Machinery Breakdown Insurance	$25,000
Office Bearers Liability Insurance	$500,000
Property, Death and Injury (Public Liability)	$ 50,000,000
Voluntary Workers Insurance	$200,000/$2,000

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
08/04/2024	Ace Body Corporate Consulting	Current	Strata Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
21/09/2018 29/01/2021	Tango Energy Pty Ltd Alinta Energy		Current Current	supply of electricity Electricity

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

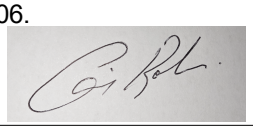
Name of Manager:	Ace Body Corporate Consulting
ABN / ACN:	
Address of Manager:	Ground Floor, 244 Boundary Road Braeside Victoria 3195
Telephone:	85861300
Facsimile:	85953825
E-mail Address:	consulting@acebcm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. RP4164, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Craig Robson|LTA
Company: Ace Body Corporate Consulting
Address of registered office: Ground Floor, 244 Boundary Road Braeside Victoria 3195

23/10/2026

Date

Common Seal
of Owners Corporation

ACE BODY CORPORATE CONSULTING
PROFESSIONAL PERSONAL SERVICE
Phone: (03) 8586 1300
Address: 244 Boundary Road (Ground Floor) Braeside, VIC 3195
Post: PO Box 5583, Mordialloc VIC 3195
Email: consulting@acebcm.com.au
Web: www.acebodycorp.com.au

Infotrack on behalf of Blue Rock Law (Melb) Pty Ltd

23rd October 2026

Dear Infotrack on behalf of Blue Rock Law (Melb) Pty Ltd

Re: OWNERS CORPORATION CERTIFICATE - LOT 10, PLAN NO. RP4164

In response to your request, we now attach an Owners Corporation Certificate for Lot 10 in Plan No. RP4164 dated 23rd October 2026. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 (*"**Act**").

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

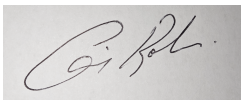
(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

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

Yours faithfully



Registered Manager

Full name: Craig Robson|LTA
Company: Ace Body Corporate Consulting
Address of registered office: Ground Floor, 244 Boundary Road
Braeside Victoria 3195

23/10/2026

Date

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Ace Body Corporate Consulting
ABN 50108688231

PO Box 5583, Mordialloc VIC 3195

www.acebodycorp.com.au
consulting@acebcm.com.au

Ph:(03)85861300

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No RP4164
Nepean Highway, 34-35
34-35 Nepean Highway, ASPENDALE, VIC, 3195

These are the minutes of the Annual General Meeting for Owners Corporation Plan No RP4164 held at

Meeting	**URL:**	**Video**	**Conference:**	**https://meetings.picagroup.com.au/**

Meeting	**ID:**	**481**	**118**	**189**	**897**	**3**

Passcode: ji3Sy3FU commenced at 7:00 PM on Thursday 11 December 2025.

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

Lots Represented

Lot No	Name
1	Daryl Fleming
4	Richard Stok
8	Daryl Fleming
9	John Lancaster
11	Brady Daw

Present by Proxy

Lot	In Favour of:

Nil

Apologies

Nil

In Attendance

Tony Bradley representing Ace Body Corporate Consulting.

Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

Chairperson

Tony Bradley

Motions

1 MINUTES

1.1 Minutes of Last AGM **Ordinary Resolution**

That the Minutes of the last Annual General Meeting of the Owners Corporation held 12 December 2024 be adopted and confirmed as a true record and account of the decisions made at that meeting.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

2 REPORTS

2.1 Managers Report **Ordinary Resolution**

In accordance with Sections 71 (2) (h) and 115 of the Owners Corporation Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

2.2 Dispute Resolution Report **Ordinary Resolution**

In accordance with Sections 29 (4) of the Owners Corporations ACE 2006 the Owners Corporations discloses the below Dispute Resolution Report.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

2.3 Penalty Interest **Ordinary Resolution**

In accordance with Section 29 of the Owners Corporation Act $40.83 of penalty interest was waved.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

3 FINANCIAL STATEMENTS

3.1 Financial Statements **Ordinary Resolution**

That the financial statements for the period ending 31 October 2025 (which report total members' funds of -$2,430.74 as per report attached) be adopted.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

4 DETERMINATION OF BUDGET AND FEES

4.1 Budget and Fees - Operation — Ordinary Resolution

In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 November 2025 at the amount $20,797.72 (not GST registered), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

The owners corporation budget will continue until the next approved budget.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

5 PENALTY INTEREST AND DEBT MANAGEMENT

5.1 Charging of Penalty Interest — Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

5.2 Waiver of Penalty Interest and Late Payment Fees — Ordinary Resolution

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to **$77.00**. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. All other amounts will require approval of the committee. Any waived penalty interest must be fully paid, with the credit being carried forward and applied to future fees, charges and contributions.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

5.3 Debt Management — Ordinary Resolution

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment arrangement where the outstanding balance of fees, charges and contributions is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time, and subject to all future fees, charges and contributions being paid on-time and in full.

The owners corporation further authorise:

a. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and

b. debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and

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

d. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

Motion Result: Motion CARRIED.

Voting:	Affirmative: 4	Negative: 0	Abstained: 0

6 INSURANCES

6.1 Acknowledge Insurance — Ordinary Resolution

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
TBA	LONGITUDE INSURANCE	24 Apr 2026	Office Bearers Liability Insurance	$500,000.00
			Personal Accident / Voluntary Workers	$200,000 / $2,000.00
			Floating Floor	Insured
			Paint	Not Insured
			Lot Owner's Fixtures and Improvements	$300,000.00
			Storm surge/inundation by the sea	$2,000,000.00
			Common Area Contents	$50,000.00
			Damage (i.e. Building) Policy	$6,120,000.00
			Legal Defense Expenses	$50,000.00
			Workplace Health & Safety Breaches	$150,000.00
			Government Audit Costs	$30,000.00
			Machinery Breakdown Insurance	$20,000.00
			Property, Death and Injury (Public Liability)	$50,000,000.00
			Loss of Rent / Temporary Accommodation	$918,000.00
			Fidelity Guarantee Insurance	$100,000.00
TOTAL PREMIUM: $13,257.19				

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

6.2 Acknowledge Insurance Valuation — Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 11 December 2024 with a recommended building sum insured of $6,120,000.00.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

7 ENGAGEMENT OF CONTRACTORS

7.1 Engagement of Contractors — Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

8 ESSENTIAL SAFETY

8.1 Essential Safety — Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9 COMMITTEE

9.1 To Elect a Committee — Ordinary Resolution

That, pursuant to Sections 100 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9.2 Election of Committee — Ordinary Resolution

In accordance with section 103 members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

Note: Brady (Lot 11)
Rick (Lot 4)
John (Lot 9)
Daryl (Lot 1 & 8)

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9.3 Committee To Elect a Chairperson — Ordinary Resolution

In accordance with Section 105 of the owners corporations act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation.

Note: Daryl (Lot 1 & 8) is elected to chairperson.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9.4 Committee To Elect a Secretary **Ordinary Resolution**

In accordance with Sections 99 and 107 of the Owners Corporations Act 2006 the Owners Corporation appoint a Secretary of the Owners Corporation and of the Committee.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9.5 Delegation of Powers to Committee **Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

9.6 Committee to also serve as Grievance Committee **Ordinary Resolution**

That the members of the owners corporation committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

Motion Result: Motion CARRIED.

Voting: Affirmative: 4 Negative: 0 Abstained: 0

10 GENERAL BUSINESS

- OC Manager to send a reminder letter to all Owners and Managing Agents; that occupiers of a Lot are responsible for taking out their bins on a Monday night and returning to the bin storage area after pick-up.

- It was discussed that previous owners of Lot 6 left large pot plants on common property after moving out. These are to be removed and placed on Unit 6 land or the OC shall remove. OC Manager to make contact with current owners if they want them on their land.

- OC Manager to send reminder letter to the gardener about the requirement for active weed control and to cut and remove dead palm frons in courtyards.

- The OC Manager informed the meeting attendees that written correspondence had been received from the owner of Lot 4, making application to the committee to waive penalty interest. The correspondence detailed the circumstance surrounding the reason for the late payment. Two actions required. The new committee are to consider and respond to the OC Manager approving or rejecting the Lot owners request for penalty interest to be waived. The address for providing levy notices for Lot 4 is to be to the nominated postal address only.

- It was raised that the owner of Lot 7 has installed a ventilation fan to the apartment's bathroom. It was observed that the installation of the fan is inconsistent with the glass mounted fan extraction units in other apartments, the installation alters the external appearance of the apartment and has not been submitted to or approved by the OC Committee. It is reported the fan has been installed by coring a 120mm hole through the wall of the Lot. The committee is requesting the fan be removed and hole be reinstated to restore the original structural integrity. Installation of an extraction fan in a glass panel is approved. A local company (Foley Glass) are recommended by the committee for the supply and installation as they have done the other apartments there. The OC Manager is to write to the owner detailing the committees required action of removal, reinstatement and installation compliant with other apartments and external appearance.

- It was raised that there a wall mounted ventilation plates in the building common areas. The plates are original, their surface condition sees them causing rust staining to the painted walls. The OC Manager is to seek a trades person to contact Daryl and meeting on site to discuss replacement options that will not rust. The Owner of Lot 4 will try some stain removal using Sugar Soap, possibly CLR and a pressure washer.

11 NEXT MEETING

Date for the next Annual General Meeting to be held is scheduled for Thursday 10th December 2026.

Closure

There being no further business the Chairperson declared the meeting closed at 8.00PM.

Owners Corporation for Plan No. RP4164

34-35 Nepean Highway ASPENDALE VIC 3195
ABN/ACN 38548785024

DEBTOR STATEMENT - LOT: 10

OWNER: Eugene Schlusser

For the period 1 Nov 2025 to 23 Oct 2026 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
		06-11-25	TRANSFER	Payment 269.50		269.50		269.50
20-11-25	23-10-25			Levies - normal (interim)	01-11-25 to 31-01-26	-269.50		0.00
		09-02-26	TRANSFER	Payment 338.58		338.58		338.58
27-02-26	30-01-26			Levies - normal	01-02-26 to 30-04-26	-338.58		0.00
		20-04-26	TRANSFER	Payment 338.58		338.58		338.58
01-05-26	18-03-26			Levies - normal	01-05-26 to 31-07-26	-338.58		0.00
		15-07-26	TRANSFER	Payment 338.58		338.58		338.58
01-08-26	18-06-26			Levies - normal	01-08-26 to 31-10-26	-338.58		0.00
					Balance as at 23 Oct 2026	**0.00**	**0.00**	**0.00**

* Invoice is a debt to the Lot
^ Invoice is a debt to the Sundry Debtor

	TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
$	**0.00**	**0.00**	**0.00**

Schedule 2—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**.

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

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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