



# Contract of Sale of Real Estate

**Property: Unit 2, 8 Monteith Crescent, Endeavour Hills,  
Victoria 3802**

Vendor: Gregory David Harries & Christine Jane Harries

Purchaser:

Level 13, 200 Queen Street  
Melbourne, Victoria 3000

PO Box 2172, Fountain Gate  
Victoria 3805

Telephone: 03 8648 6558  
Email: [info@nohgroup.com.au](mailto:info@nohgroup.com.au)  
Reference: 071651

# 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 ...../...../20.....

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

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

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

**Print name(s) of person(s) signing:** Gregory David Harries & Christine Jane Harries .....  
.....

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: Chris Zhang – Harcourts Asap Group .....

Address: 2/82 Cheltenham Road, Dandenong, Victoria 3175 .....

Email: [chris.zhang@harcourts.com.au](mailto:chris.zhang@harcourts.com.au) .....

Tel: 03 8743 2506 ..... Mob: ..... Fax: ..... Ref: .....

### Vendor

Name: Gregory David Harries & Christine Jane Harries .....

Address: C/- NOH Legal, Level 13, 200 Queen Street, Melbourne, Victoria 3000 .....

ABN/ACN: .....

Email: [info@nohgroup.com.au](mailto:info@nohgroup.com.au) .....

### Vendor's legal practitioner or conveyancer

Name: NOH Legal .....

Address: Level 13, 200 Queen Street, Melbourne, Victoria 3000 .....

Email: [info@nohgroup.com.au](mailto:info@nohgroup.com.au) .....

Tel: 03 8648 6558 ..... Mob: 0402 996 325 ..... Fax: ..... Ref: 071651 .....

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

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

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

|                                |           |          |
|--------------------------------|-----------|----------|
| Certificate of Title reference | being lot | on plan  |
| Volume 10371 Folio 509         | 2         | 408486W. |

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 2, 8 Monteith Crescent, Endeavour Hills, Victoria 3802 .....

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature on an 'as-is where-is' basis .....

**Payment**

Price \$ .....

Deposit \$ ..... by ..... / ..... / 20..... (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 ..... / ..... / 20.....

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: .....

(or another lender chosen by the purchaser)

Loan amount: no more than \$ ..... Approval date: ..... / ..... / 20.....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

# Special Conditions

## 1. Interpretation

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### 1.1 Definitions

The following words have these meanings in this Contract unless the contrary intention appears:

- (a) **Act** means the *Sale of Land Act 1962* (Vic).
- (b) **Bank** means a bank for the purposes of the *Banking Act 1959* (Cth).
- (c) **Bank Guarantee** means an unconditional and irrevocable guarantee or undertaking by a Bank in favour of the Vendor's Legal Practitioner and on terms satisfactory to the Vendor and/or its financier in its absolute discretion, to pay money on demand to the Vendor's Legal Practitioner without reference to the Purchaser having an expiry date (if any) no earlier than the date that is 6 months after the Registration Date.
- (d) **Bond** means:
  - (i) paying any money;
  - (ii) giving any bond and/or;
  - (iii) causing a bank guarantee to be given,to any Relevant Authority to secure the completion of any Subdivision Works.
- (e) **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne.
- (f) **Claim** means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.
- (g) **Commissioner** means the Commissioner of Taxation.
- (h) **Contract** means this Contract of Sale of Real Estate.
- (i) **DOL Form** means the Duties Online Form generated from the SRO website.
- (j) **Deposit** means the deposit specified in the Particulars of Sale.
- (k) **Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing.
- (l) **GST Withholding Amount** means the amount payable to the Commissioner and determined under section 14-250 of the Withholding Law.

- (m) **Guarantee** means the guarantee and indemnity to be executed under Special Condition 17 the form of which is attached as Annexure A.
- (n) **Insolvency Event** means an event as described in Special Condition 19.
- (o) **Object** means to make any Claim against the Vendor (before or after the date of actual settlement), to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid settlement of this Contract.
- (p) **Outgoings** means all rates, taxes, assessments, levies, fire insurance premiums, other applicable insurance premiums or other expenses levied in respect of the Property.
- (q) **Owners Corporation Act** means the *Owners Corporation Act 2006* (Vic).
- (r) **Owners Corporation Regulations** means the *Owners Corporation Regulations 2018* (Vic).
- (s) **Particulars of Sale** means the Particulars of Sale in this Contract.
- (t) **Plan of Subdivision** means Plan of Subdivision 408486W a copy of which is annexed to the Vendor's Statement.
- (u) **Price** means the price payable for the Land as set out in the Particulars of Sale.
- (v) **Property** means the Property Address described in the Particulars of Sale.
- (w) **Relevant Authority** means any public statutory authority, or responsible or referral authority having jurisdiction or control over or in respect of the Land.
- (x) **Settlement** means the date the Purchase accepts title to the Property and pays the Price in full.
- (y) **Settlement Date** means the date when Settlement occurs.
- (z) **SRO** means the State Revenue Office of Victoria.
- (aa) **SRO Settlement Statement** means the Statement called 'Settlement Statement' generated from the SRO website after completion of a DOL
- (bb) **Subdivision** means the subdivision contained in the Plan of Subdivision.
- (cc) **Threshold Amount** has the meaning given in the Sale of Land Act 1962 (Vic)
- (dd) **Vendor's Statement** means the statement made by the Vendor under section 32 of the Act, a copy of which is attached.
- (ee) **Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 2. General Provisions

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### 2.1 Headings

Headings are inserted for convenience and do not affect the interpretation of this Contract.

### 2.2 General conditions

General Condition:

- (a) 7, 9, 11, 12, 31.4, 31.5, 31.6, and 33 do not apply to this Contract.
- (b) 14.1(a) is deleted and replaced with 'either to the vendor's licensed estate agent, legal practitioner, or conveyancer. General Conditions 14.1 (b) is deleted;
- (c) 31.3 is amended to remove the words 'but may claim compensation from the Vendor after settlement' after the number '31.2,' on the second line;
- (d) 32 is amended to remove the word 'party' after the word 'A' on the first line and substitute it with 'Purchaser'; and
- (e) 35.4(c) is amended to remove the word 'one' after the word 'within' and substitute it with 'two'.

### 2.3 Parties to assist

Each party must do everything necessary or desirable to give effect to the provisions of this Contract.

### 2.4 Non-merger

Any provision of this Contract which is capable of taking effect after completion of this Contract continues in full force and effect and does not merge on completion.

### 2.5 Reading down

If a provision in this Contract is wholly or partly invalid or unenforceable, the provision or part of the Contract that is invalid or unenforceable is deemed to be deleted from this Contract to the fullest extent possible. The validity and enforceability of the remaining part of the provision (if capable of applying) and the remaining provisions in this Contract are unaffected.

## 2.6 Waiver

- (a) A waiver by a party of its rights under this Contract must be in writing.
- (b) A failure to exercise its rights, delay in the exercising of its rights or a part exercise of its rights does not constitute a waiver by a party of such rights.
- (c) A waiver of one breach of one provision does not constitute a waiver of another breach of that provision or a breach of any other provisions in this Contract.

## 2.7 Assignment

The Purchaser must not assign its rights and obligations under this Contract.

## 2.8 Variation

A variation to this Contract must be in writing and signed by the parties or the parties' authorised officers or representatives.

## 2.9 **Authority to enter into this Contract**

If a person executes this Contract on behalf of a company or an incorporated association that person in a personal capacity warrants that that person has authority to enter this Contract on behalf of the company or incorporated association.

## 2.10 Time of the Essence

- (a) Time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.
- (b) The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be or be deemed to be waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser not in accordance with this Contract. Time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

## 2.11 References to Statutes

In this Contract a reference to a statute, ordinance, code or other law includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this contract.

## 2.12 Other References

In this Contract a reference to a thing (including, without limitation, an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

### 2.13 Gender

Words used in this Contract indicating one gender include the other genders.

### 2.14 Persons

In this Contract, unless the contrary intention appears, the word person includes a firm, a body corporate, an unincorporated association or an authority.

### 2.15 Joint and Several Obligations

An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

### 2.16 Notices

A demand, notice, document or other communication in connection with this Contract is taken to be received:

- (a) if sent by post on the third or (if posted to or from a place outside Australia) seventh day after posting; or
- (b) if delivered by hand, at the time of delivery; or
- (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.

### 2.17 Entire Agreement

The Purchaser acknowledges that:

- (a) this Contract contains the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties (other than warranties set out in this Contract), or commitments in relation to, or in any way affecting, the subject matter of this Contract are superseded by this Contract and are in no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.
- (b) No oral explanation or information provided by any party to another shall affect the meaning or interpretation of this Contract or constitute any collateral agreement, warranty or understanding between the parties.
- (c) the Vendor gives no warranty and makes no representation as to the fitness of the Property the construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy itself in this regard.
- (d) Any representation or advice in respect of any such fitness (If given) will have been given without the authority or knowledge by the Vendor and the Vendor shall not be bound by it and the Purchaser must not rely upon any such representation or advice.

- (e) Without limiting this Special Condition 2.17, the Purchaser acknowledges that no information, representation or warranty made by the Vendor, the Vendor's Agent (if any) or any other party was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that:
- (f) no information, representation or warranty has in fact been relied upon; and
- (g) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Development including but without limitation the Property, construction of any building on the Property, planning restrictions, building regulations and the suitability of the Property for the Purchaser's intended use.

## 2.18 Acknowledgments

The Purchaser acknowledges that prior to signing this Contract, or any agreement or document in respect of the sale of the Property which is legally binding upon or intended to legally bind the Purchaser that:

- (a) it received a copy of this Contract;
- (b) it received a copy of the Vendor's Statement;
- (c) neither the Vendor nor its Agent made any promise to the Purchaser or any other person with respect to the obtaining of a loan of money to defray some or all of the cost of the Price.
- (d) the Purchaser must disclose to any financier, valuer, governmental authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of this Contract by the Vendor or any other party; and
- (e) the Vendor may pay a fee to another party (including but not limited to the Vendor's Agent) for introducing the Purchaser to the Vendor or otherwise in respect of this Contract.

## 3. Identity and Condition of Property

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### 3.1 Admissions

- (a) The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Land.
- (b) Subject to the provisions of the Act, the Purchaser accepts as identical with the Land the lot bearing the same number on the Plan of Subdivision when registered as the lot number specified in the title particulars set out in the Particulars of Sale or if the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser shall accept as identical with the Land the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as indicated on the Plan of Subdivision included in the

Vendor's Statement as being occupied by the lot specified in the Particulars of Sale.

### 3.2 Limitation of Purchaser's Rights

- (a) The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price for any:
  - (i) misdescription or alleged misdescription of the Land or inaccuracy in its area or measurements; or
  - (ii) failure to comply with a law applicable to land or a requirement of any Relevant Authority; or
  - (iii) minor variations (being variations which will not materially affect the Property) between the Property or the Land as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
  - (iv) other amendments or variations on the Plan of Subdivision which do not affect the Property; or
  - (v) works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works.
- (b) The Purchaser may not call upon the Vendor to amend title, rectify any failure to comply with a law applicable to land or a requirement of any Relevant Authority or to bear the cost of doing so.

## 4. Purchaser's Inspections

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- 4.1 The Purchaser warrants that in entering into this Contract it purchases the Property and the Goods solely as a result of its own searches, inquiries and inspections and accepts the condition of the Property and the Goods as at the Day of Sale.
- 4.2 The Purchaser acknowledges that it has purchased the Property in its present condition on an "as is where is basis" and has entered into this Contract on the basis that it:
  - (a) acknowledges that it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Property 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 Property;
  - (b) releases and discharges the Vendor and its successors, assigns, employees and agent 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 Property and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions; and

- (c) 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 Property (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.

4.3 The Purchaser acknowledges that it has obtained and relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor including information, representation or warranties concerning:

- (a) title to the Property or the Goods;
- (b) the terms and conditions of any document relating to any encumbrances affecting the Property;
- (c) the suitability of the Property or the Goods for any particular use;
- (d) any rights and privileges relating to the Property;
- (e) the services and utilities to the Property;
- (f) the condition or state of repair of the Property;
- (g) the occupation of the Property;
- (h) any defects whether latent or patent;
- (i) whether the improvements on the Land comply with all relevant statutes, regulations and local laws.
- (j) whether or not the Property complies with all statutes, ordinances and regulations applicable to the Property, or to the use of the Property.
- (k) the condition, quality or potential of the Property and the Goods;
- (l) the accuracy, currency, reliability or completeness of information provided;
- (m) any financial return or income to be derived from the Property;
- (n) any environmental liability or contamination on, under or emanating from or to the Property; or
- (o) any non-compliance of the improvements or any alterations or additions to the Property with the provisions of the Local Government Act, the Building Control Act 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.

- 4.4 The Purchaser must not make any objection, requisition or claim for compensation relating to any of the matters raised in the preceding clause 4.3.
- 4.5 The Purchaser must not make any objection, requisition or Claim any compensation nor rescind, terminate or delay completion of this Contract as a result of any matter raised in this Special Condition.
- 4.6 The Purchaser shall be solely responsible for any fee, costs and/or expenses associated with connecting any utility services to the Property.

## 5. Finance

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- 5.1 The parties agree that if the Purchaser fails to make an application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- 5.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and refusing finance approval to the Purchaser, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

## 6. Planning Restrictions

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### 6.1 Acknowledgement

- (a) The Purchaser buys the Property subject to any restriction on the use of the Property pursuant to any planning scheme, order, regulation, rule or condition imposed by any Relevant Authority.
- (b) No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract.
- (c) The Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect of any such restriction.

### 6.2 Purchaser to comply

The purchaser agrees to comply with the provisions of any planning permit or permits as the affect the use and development of the Property.

## 7. Restrictions, Easements and Other Encumbrances

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### 7.1 Restrictions

- (a) In this Special Condition “restrictions” means any restrictions, conditions and controls as to planning, environment, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit, approval, consent or sanction contained in or made or issued pursuant to that legislation or subordinate legislation.
- (b) The Land is sold subject to all restrictions.
- (c) The Purchaser hereby covenants and agrees with the Vendor to be bound by the Restrictions.
- (d) The Purchaser must not do anything or allow anything to be done on the Property before registration of the Plan of Subdivision which would not be allowed by the Restrictions.
- (e) If the Purchaser breaches its obligations under Special Condition 7.1(c) the Purchaser grants the Vendor an irrevocable licence to enter the Property and do whatever is required to rectify the Purchaser's breach, and indemnifies the Vendor for all expenses incurred in rectification.
- (f) The Purchaser acknowledges and agrees that the Vendor may prior to the Settlement Date enter into one or more Planning Agreements and that, in that case, each Planning Agreement will be registered and run with the title to the Property. If any Planning Agreement is entered into prior to the Settlement Date:
- (g) the Purchaser must take title to the Property subject to any Planning Agreement; and
- (h) the Purchaser may not make any requisition or objection in relation to any Planning Agreement and shall not be entitled to refuse or delay settlement nor be entitled to any reduction in the Price nor to any compensation whatsoever as a result of or in any way connected with the Planning Agreement or the Vendor having entered into any Planning Agreement.

### 7.2 No Requisitions etc

No restriction (nor any breach of, or non-compliance with it) constitutes a defect in the Vendor's title and the Purchaser may not make any requisition or objection or be entitled to any compensation from the Vendor in respect of it.

### 7.3 Easements

The Purchaser acknowledges and accepts that the Property is subject to any existing easement and easements that may be required to be included on the Plan of Subdivision or the property as a requirement of any Relevant Authority or the provisions of any planning permit.

- (a) Section 10(1) of the Act does not apply in respect of any easements shown on the Plan of Subdivision.
- (b) The Purchaser shall not make any requisition, claims or demands with respect to any such easements.

## 8. Deposit and Payment

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### 8.1 Payment

The Purchaser must pay the Deposit (or part of it) by cheque to the Vendor's Estate Agent in accordance with the Particulars of Sale to be held in accordance with General Condition 14.1.

### 8.2 Investment of the Deposit

- (a) In compliance with General Condition 14.1, if the Deposit is paid by cheque, the Vendor and the Purchaser authorise the Vendor's Estate Agent to invest the Deposit (or that part of it) in an interest bearing trust account with the Vendor's Estate Agent's Bank, provided that both parties provide their tax file number, until the earliest to occur of:
  - (i) settlement;
  - (ii) release of the Deposit to the Vendor under the provisions of section 27 of the Sale of Land Act 1962; or
  - (iii) termination or rescission of the Contract.
- (b) Any interest earned on the money invested under Special Condition 8.2 (less all proper bank and government charges, fees, and taxes) will be paid to the Vendor.

## 9. Settlement

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### 9.1 Payment of the Residue

The Purchaser will pay the Balance of the Price (Residue) on the Settlement Date specified in the Particulars of Sale and in accordance with the written direction of the Vendor (unless otherwise agreed in writing by the Vendor).

### 9.2 Time for payment of Residue

- (a) If the Residue is paid to the Vendor or at the Vendor's direction at a time later than 4.00pm on the Settlement Date then settlement will be deemed to have taken place on the following day and the Vendor will be entitled without any demand upon the Purchaser and where the date upon which settlement is deemed to have taken place is later than the dates specified in this Contract as the settlement date, to claim from the Purchaser penalty interest pursuant to the

provisions of this Contract for the period between the settlement date specified and the date settlement is deemed to have taken place.

- (b) The Purchaser acknowledges and agrees to pay an administration fee of \$250.00 to the Vendor's Solicitor should a request for an extension of time for settlement be requested and such fee will be payable at settlement and any failure to pay such fee will be a breach of this Contract and the Vendor will rely on Special Condition 16.

## 10. Duties Online Form and SRO Settlement Statement

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### 10.1 Vendor's obligations

The Vendor must:

- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DOL Form which are to be completed by the Vendor in respect of the sale of the Property under this Contract (Vendor DOL Form);
- (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DOL Form at least three (3) Business Days prior to the Due Date; and
- (c) if the Vendor has complied with Special Condition 10.1(a), sign or approve the DOL Form prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.

### 10.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DOL Form which are to be completed by the Purchaser (Purchaser DOL Form) at least two (2) Business Days prior to the Due Date;
- (b) sign or approve the DOL Form at least two (2) Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DOL Form requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DOL Form within one (1) Business Day of being requested to do so; and
- (d) prior to Settlement:
  - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and

- (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

### 10.3 **No Objection**

The Purchaser may not Object if the Vendor or the Vendor's Legal Practitioner request amendments to the DOL Form at any time prior to Settlement.

### 10.4 **Settlement if not an electronic conveyance**

- (a) This Special Condition 10.4 only applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) Subject to the Vendor complying with Special Condition 10.1:
  - (i) Settlement is not conditional upon:
    - (A) the Purchaser signing or approving a DOL Form; or
    - (B) production of an SRO Settlement Statement; and
  - (ii) the Purchaser may not Object if:
    - (A) the DOL Form is not completed prior to Settlement or at all; or
    - (B) an SRO Settlement Statement is not generated (or able to be generated) prior to Settlement.

### 10.5 **Settlement if an electronic conveyance**

- (a) This Special Condition 10.5 only applies if Special Condition 10.4 does not apply.
- (b) Special Condition 10.5 is a fundamental term of this Contract.
- (c) The Purchaser acknowledges and agrees that unless and until the Purchaser complies with Special Condition 10.2, Settlement will not be able to proceed and the Purchaser will be in breach of this Contract.

## 11. **Electronic Conveyancing**

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- 11.1 Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National Law and this Special Condition 11 if applicable.
- 11.2 This Special Condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the Contract of Sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

- 11.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 11.4 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.
- 11.5 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.6 The Vendor must nominate a time of the day for locking of the workspace at least seven (7) days before the due date for Settlement.
- 11.7 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 11.8 The parties must do everything reasonably necessary to effect settlement electronically on the next business day, or at the option of either party, otherwise than electronically as soon as possible - if, after locking of the workspace at the nominated settlement time, settlement in accordance with Special Condition 11.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 11.10 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the vendor, the Vendor's subscriber or the Electronic Network Operator;
  - (c) deliver any keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract; and

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

11.11 The Vendor must, at least seven (7) days before the due date for Settlement if requested, provide the original of any document required to be prepared by the Vendor in accordance with General Condition 10.

## 12. Rating

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### 12.1 Properties not rated separately

If the Outgoings are not separately levied against the Property for the purposes of General Condition 23 the proportion of the total Outgoings applicable to the Property is in accordance with any subsequent rate levy imposed by the Relevant Authority prior to the Settlement Date.

### 12.2 Adjustment

- (a) All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this special condition the Vendor is only obliged to pay all Outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.
- (b) All periodic outgoings payable by the Vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the Settlement Date and any adjustments paid and received as appropriate.
- (c) The periodic Outgoings and rent and other income must be apportioned on the following basis:
  - (i) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and the Day of Settlement; and
  - (ii) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005);
  - (iii) the Vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### 12.3 Land Tax

- (a) For the purposes of general condition 23, the expression 'periodic outgoings' does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.

- (b) General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## 13. Nominations

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### 13.1 Time for nomination

If this Contract says that the Property is sold to the Purchaser "and/or nominee" (or similar words), the Purchaser may at least fourteen (14) days before the due Settlement Date nominate and substitute a substitute or additional purchaser (the substitute or additional purchaser together with the Purchaser in the case or nomination of an additional purchaser being called the "Nominee") but the Purchaser remains personally liable for the due performance of all the obligations on the part of the purchaser under this Contract. As a pre-condition to substitution, if requested by the Vendor, the Purchaser must deliver to the Vendor:

- (a) two parts of a contract executed by the Nominee and in the same form as this Contract except for:
  - (i) deletion of this Special Condition;
  - (ii) amendment of the name of the purchaser; and
  - (iii) adjustment of dates of payment of moneys if necessary to coincide with this Contract and the date upon which the Nominee as purchaser under the substituted contract becomes responsible for any notices or orders relating to the Property being the day of sale herein referred to executed by the Nominee;
- (c) an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the Deposit as deposit payable under the substituted contract; and
- (d) if required by the Vendor and if the Purchaser is not remaining as a purchaser, a duly executed guarantee by the Purchaser of all the obligations of the Nominee under the substituted contract.
- (e) The Vendor must execute both parts and deliver one part to the Nominee, upon which delivery and payment of the Vendor's Solicitor's costs, the substituted contract takes effect and this Contract is deemed cancelled.
- (f) The Vendor is not obliged to accept the nomination if it is made within fourteen (14) days of the Settlement Date but if the Vendor does accept the nomination in such a case the Vendor is not obliged to settle until fourteen (14) days after the date that the Purchaser notifies the Vendor of the nomination.
- (g) If settlement takes place after the Settlement Date because of clause 13.1 the Purchaser is deemed to be in default in the payment of the balance of the Price from the Settlement Date until the date that settlement is effected.
- (h) The Purchaser agrees to pay to the Vendor a sum of \$300.00 + GST for any nomination made under this Contract ('Nomination Fee').

### 13.2 Liability and indemnity

- (a) The Purchaser remains liable under this Contract even if an additional or substitute purchaser is nominated.
- (b) The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, actions, damages, loss, liability, costs, charges, expenses, outgoings or payments which the Vendor suffers, incurs or is liable for with respect to stamp duty payable in relation to this Contract and the nomination of any additional or substituted purchaser or purchasers.
- (c) The Purchaser and each additional or substitute Purchaser unconditionally and irrevocably guarantees to the Vendor each of the Purchaser and substitute purchasers' obligations under this Contract including the payment of the balance of the Price, any other amounts payable under this Contract and the performance of the obligations under this Contract by the Purchaser and any additional or substitute purchaser.

## 14. Delivery of Transfer and DOL Form

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### 14.1 Time for delivery

- (a) The Purchaser must deliver the transfer to the Vendor's solicitor in accordance with General Condition 10, and:
- (b) no later than ten (10) days before the due date for settlement:
  - (i) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
  - (ii) sign and submit the DOL Form completed in accordance with Special Condition 10 to the vendor;
  - (iii) do any other things required to enable the vendor to produce a SRO Settlement Statement.

### 14.2 Failure to deliver on time

- (i) If the Purchaser fails to comply with Special Condition 14.1, then without limiting the Vendor's other rights:
  - (i) the Vendor will not be obliged to complete this Contract on the date for payment of the balance but rather on the date which is ten (10) days after the date the Purchaser complies with Special Condition 14.1; and
  - (ii) the Purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is ten (10) days after the date the Purchaser complies with Special Condition 14.1.

## 15. Building Controls

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- 15.1 The Purchaser admits that any buildings or other improvements erected on the Land are in accordance with the Australian Building Code (and its predecessor building regulations), all relevant legislation, regulations and laws of the Relevant Authority.
- 15.2 The Purchaser is not entitled to make any requisition or claim any compensation from the Vendor in respect of any alleged non-compliance with any of the legislation, regulations or laws referred to above.

### 15.3 Bushfire Attack Level

Without limiting Special Condition 2.17 of this Contract, the Purchaser acknowledges and agrees:

- (a) the Property may be, or is, in a bushfire prone area and that the Purchaser may be required to obtain a Bushfire Attack Level (BAL) rating assessment prior to undertaking any works, including but not limited to construction and renovation works, on the Property;
- (b) the Vendor gives no warranty and makes no representation as to whether the Property is in a bushfire prone area or as to its BAL rating and the Purchaser must satisfy itself in this regard;
- (c) when undertaking works on the Property, the Purchaser may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
- (d) that no information, representation or warranty was made by the Vendor, the Vendor's Agent (if any) or any other party as to whether the Property is in a bushfire prone area or as to its BAL rating and that:
  - (i) the Purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of whether the Property is in a bushfire prone area and its BAL rating; and
  - (ii) the Purchaser has purchased the Property as a result of the Purchaser's own inspection, investigation, examination or enquiries and in its present condition subject to any requirements if the Property is in a bushfire prone area and its BAL rating;
- (e) that it must not make any requisitions or objections, claim any compensation or refuse or delay payment of the Price or rescind, terminate or delay settlement on account of any matter relating to whether the Property is in a bushfire prone area or its BAL rating.

## 16. Default and Default Interest

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### 16.1 Default

- (a) If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all of the following have occurred:
  - (i) the remedy by the Purchaser of the relevant default;
  - (ii) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the Property, calculated from the designated Settlement Date;
  - (iii) the payment of the Vendor's solicitors' legal costs (on an indemnity basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary instructions and advice; and
  - (iv) the payment of interest under Special Condition 16.2.
- (b) The Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Property for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and costs of that bridging finance and, if the Vendor is usually accommodated in the Property, accommodation costs incurred by the Vendor and the cost of storing the Vendor's property usually kept in the Property.
- (c) If the Purchaser fails to tender the whole of the balance of the Purchase Price payable on the Settlement Date or purports to make any retention or withholding of the balance of Purchase Price payable at the Settlement Date for any reason whatsoever, the Purchaser shall be in substantial breach of this Contract and without prejudice to any other rights of the Vendor contained in this Contract:
  - (i) the Vendor may terminate this Contract and the deposit monies shall be forfeited to the Vendor;
  - (ii) the Purchaser is liable to pay the amounts set out in Special Condition 16.1; and
  - (iii) the Purchaser must pay to the Vendor at settlement an administration fee of \$500.00 in addition to all other amounts owing to the Vendor under this Contract.

## 16.2 Default interest rate

- (a) General Condition 33 does not apply to this Contract.
- (b) If the Purchaser defaults in the payment of any money due under this Contract, the Purchaser must pay the Vendor on demand, and without the Vendor being obliged to give any notice in writing whether under General Condition 34.1 or otherwise, interest at a rate of six (6) per cent higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* computed on the money overdue during the period of default and accruing daily without prejudice to any other rights of the Vendor under this Contract or at common law.
- (c) The Purchaser must pay the interest at the earlier of:
  - (i) the Settlement Date; or
  - (ii) on demand by the Vendor.

## 16.3 Specific Breaches

- (a) If the Purchaser breaches:
  - (i) Special Condition 8; or
  - (ii) an Insolvency Event applies to the Purchaser,

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.
- (b) If the Vendor terminates this Contract under Special Condition 16.3(a), General Condition 35.4(a) will apply as if this Contract had been terminated by notice under General Condition 35.2.
- (c) The Purchaser's obligation to pay interest under Special Condition 16.2. does not mean that time is not of the essence for the performance of the Purchaser's obligations under this Contract.
- (d) Nothing in this Special Condition 16.3 limits the rights of the Vendor if the Purchaser defaults under this Contract.

## 17. Guarantee

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### 17.1 Entitlement to Guarantee

If the Purchaser is or includes a company, which is not listed on the Australian Stock Exchange, the Purchaser must deliver to the Vendor together with this Contract the Guarantee executed by all of the directors of the Purchaser.

## 17.2 Completion of Guarantee

The Purchaser must complete the Guarantee by:

- (a) inserting its name, Australian Company Number or Australian Registered Business Number and the address of its registered office in Item 1 of the Schedule to the Guarantee; and
- (b) inserting the full names and addresses of the directors of the Purchaser in Item 2 of the Schedule to the Guarantee, and
- (c) procuring the execution and dating of the Guarantee by the directors in the manner set out in the Guarantee.

## 18. Indemnity

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18.1 Without limiting Special Condition 16, the Purchaser indemnifies the Vendor for all cost, liability, loss or damage incurred or suffered by the Vendor caused or contributed to by the Purchaser's failure to comply with this Contract including, without limitation, liability incurred under another contract of sale.

18.2 The Purchaser indemnifies and will keep indemnified at all times the Vendor against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the Vendor may suffer or incur arising from or in any way connected with or relating to:

- (a) the Duties Act 2000 relating to the Contract and the instrument of transfer of land;
- (b) the Property, however arising, made or incurred subsequent to the Settlement Date or any act, matter or thing occurring after the Settlement Date by which the Vendor may become liable in any way, unless the Vendor has contributed to the same; and
- (c) any liability including any penalty or interest under the Duties Act 2000 relating to this Contract, any substitute contract of sale of real estate or the transfer or any transfer or conveyance under any substitute contract of sale of real estate.

## 19. Insolvency and Incapacity

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19.1 If before completion of this Contract:

- (a) the Purchaser, being a natural person:
  - (i) dies;
  - (ii) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of its creditors;
  - (iii) is sentenced to imprisonment for a term exceeding one month; or

- (iv) is a protected person under any legislation or an involuntary patient or security patient under the Mental Health Act 1986; or
- (b) the Purchaser, being a company:
  - (v) is subject to an application for its winding up;
  - (vi) is ordered to be wound up, or is placed in provisional liquidation;
  - (vii) enters into a scheme of arrangement for the benefit of the creditors;
  - (viii) resolves to go into liquidation; or
  - (ix) is put into the control of a receiver, receiver and manager, official manager or administrator, then the Vendor may terminate this Contract by notice. The Vendor must refund all money paid under this Contract and any interest earned on it in such circumstances.

19.2 For the purposes of this Special Condition, "Purchaser" includes any of the persons that comprise the Purchaser.

## 20. Assignment of Warranties

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The Vendor shall at the request and cost of the Purchaser sign any documentation reasonably required by the Purchaser to transfer to the Purchaser the benefit of any warranties given by manufacturers and/or suppliers with respect to any chattels and/or fixtures included in the lot hereby sold.

## 21. Goods and Services Tax

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### 21.1 Payment of GST

The parties agree that:

- (a) Subject to this special condition 21, all payments other than the Price have been set or determined without regard to the impact of GST;
- (b) if the whole or any part of a payment is the consideration for a Taxable Supply for which the payee is liable to GST, the GST amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (c) the payee will provide to the payer a Tax Invoice.

### 21.2 Input Tax Credit

Despite any other provision of this Contract, if a payment due under this Contract is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the payment shall exclude any GST forming part of the

amount to be reimbursed or indemnified for which the other party can claim an input tax credit.

### **21.3 Amendment by the Australian Taxation Office**

In the event of an amendment by the Australian Taxation Office (ATO) to the GST applicable to the sale of the property then the Purchaser agrees to pay the Vendor the additional amount of the GST determined by the ATO plus any penalties and interest calculated by the ATO.

## **22. Foreign Investment Review Board Approval**

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### **22.1 Purchaser's warranty**

The Purchaser warrants that (if necessary) before entering into this Contract it has obtained Foreign Investment Review Board approval to purchase the Property on the terms of this Contract.

### **22.2 Indemnity by Purchaser**

The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, actions, damage, loss, liability, costs, charges, expenses, outgoings or payments which the Vendor suffers, incurs or is liable for as a result of the Purchaser's breach of its warranty in this clause.

## **23. Notices**

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### **23.1 Purchaser responsible**

- (a) 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 the Outgoings.
- (b) General Condition 28 obliges the Purchaser to comply with any notice to fence served on the Vendor after the Day of Sale (and the Vendor must give the Purchaser a copy of the said notice).
- (c) Despite General Condition 28, the vendor may elect to comply with a notice to fence served on the Vendor after the Day of Sale by paying 50% of the cost of construction of the dividing fence. If the Vendor does so, the Purchaser must allow the amount paid by the Vendor as an increase to the Price under General Condition 23.2.

## 23.2 Service and format

- (a) Any notice or demand given or made by a party under this Contract must be in writing and signed by the party sending it or by its authorised officers, representatives or solicitors named in this Contract.
- (b) Any notice or demand may be given or made by:
  - (i) delivering it personally to that person;
  - (ii) leaving it at or posting it to:
    - (A) that person's address in this Contract;
    - (B) that person's Legal Practitioner's address in this Contract;
    - (C) that person's usual or last known place of residence;
    - (D) if that person conducts a business, that person's usual or last known place of business;
  - (iii) facsimile to the facsimile number nominated in this Contract of:
    - (A) that person;
    - (B) that person's solicitor; or
    - (C) any other number nominated in writing by that person.
  - (iv) The notice or demand is deemed to have been given or made:
    - (A) if by personal delivery, when delivered;
    - (B) if by posting, 2 business days after posting;
    - (C) if by facsimile, on receipt of a correct completion notice upon completion of the transmission.
- (c) If delivery or receipt of the notice or demand falls on a day that is not a business day or is after 5.00pm at the place of delivery or receipt, the delivery or receipt is deemed to be at 9.00am on the next business day.

## 24. Fractional Interests

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### 24.1 Purchaser's responsibility

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

- (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty that may be assessed as a result of the variation.

#### **24.2 Indemnity by the Purchaser**

The Purchaser fully indemnifies the Vendor, the Vendor's Agent and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

#### **24.3 Continuing condition**

This Special Condition will not merge on completion of this Contract.

### **25. Vendor May Assign, Mortgage or Deal with the Property**

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- 25.1 The Purchaser acknowledges that the vendor may assign its rights under this Contract to a third party but that it will remain liable to the purchaser for the performance of its obligations under the Contract.
- 25.2 The Vendor will notify the Purchaser if it assigns its rights under this Contract pursuant to Special Condition 25.1.
- 25.3 The Purchaser cannot make any claim, enquiry, requisition or demand in respect of any of the matters set out in this Special Condition 25 and the Purchaser is not entitled to delay settlement or rescind this Contract as a result of the Vendor assigning its rights under this Contract.
- 25.4 The Vendor may grant a mortgage or charge over the Property (including a fixed/and or floating charge over all the assets and undertaking of the Vendor) from time to time,

### **26. Novation of Contract**

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If at any time prior to completion of this Contract the Vendor delivers to the purchaser's solicitor a notice in writing requesting the Purchaser to enter into a new contract ("New Contract") in the same form as this Contract with the exception of this clause and with another party ("New Vendor") substituted for the Vendor named in this Contract, and delivers to the Purchaser and/or the Purchaser's solicitor at the same time as that notice two copies of the New Contract each executed by the New Vendor, the Purchaser forthwith will execute a copy of the New Contract and cause that copy to be delivered to the Vendor's solicitor. Upon execution and delivery of the New Contract by the Purchaser, the deposit previously paid by the Purchaser under this Contract will be deemed to be a deposit paid by the Purchaser under New Contract, and this Contract will be thereby rescinded ab initio and the parties released from all liability under this Contract.

## 27. Covid-19 Health Emergency

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27.1 COVID-19 (Coronavirus disease) The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement

27.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

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

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

## 21. BUILDING REPORT

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

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

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

## **32. BREACH**

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

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

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# **Default**

## **33. INTEREST**

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

## **34. DEFAULT NOTICE**

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

34.2 The default notice must:

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

## **35. DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

**ANNEXURE A**  
**GUARANTEE**

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## **GUARANTEE AND INDEMNITY**

TO: The Vendor described in the annexed Contract of Sale ("**Contract**")

### **1. Guarantee**

The parties described in the Schedule jointly and severally guarantee to you:

- (a) payment of each of all sums of money interest and damages (whether present, future, contingent, liquidated or unliquidated) for which the Purchaser named in the Contract may now or later be liable to you; and
- (b) due and prompt observance and performance of all the Purchaser's obligations,

under, or in relation to the Contract or arising from or connected with the Contract, its subject matter or any relationship referable to either of them or both alone or jointly with any person, firm or corporation ("**Guaranteed Obligations**").

### **2. Preservation of Guarantee**

This Guarantee is a continuing Guarantee for the purpose of securing the whole of the Guaranteed Obligations notwithstanding any partial payment or performance and is without prejudice to nor shall the Guarantor be exonerated in whole or in part nor shall your rights or remedies against the Guarantor be in any way prejudiced or adversely affected by any of the following:

- (a) any other guarantee or any security, specialty or instrument, negotiable or otherwise, which you may now or later hold in respect of all or any of the Guaranteed Obligations or any judgment obtained by you;
- (b) any release variation renewal or modification made or any other dealing by you with any judgment, specialty or instrument, negotiable or otherwise, or other security recovered held or enforceable by you in respect of all or any of the Guaranteed Obligations whether they are held from or enforceable against the Purchaser, any Guarantor or any other person, or any refusal or omission by you to complete enforce or assign any such judgment, specialty or instrument negotiable or otherwise or other security;
- (c) any time given to the Purchaser or any Guarantor or any other person or any other indulgence granted to or composition compromise or arrangement made with the Purchaser or any Guarantor, whether with or without the consent of or notice to the Guarantor;
- (d) the fact that any of the Guaranteed Obligations or any part of them may not be or may cease to be enforceable or that the Purchaser or any other person purported to be primarily liable to pay such money may be discharged from all or any of its respective obligations to make payment for any other reason than that payment has been made;
- (e) the death, lunacy, incapacity or bankruptcy of any individual Guarantor or the winding up or dissolution of any corporate Guarantor or in the event of any Guarantor being a trustee, any breach of trust by that Guarantor;
- (f) any change in the membership of any partnership or firm of which the Purchaser is a member or the insolvency liquidation dissolution official management or administrator of the Purchaser or your assent to any composition arrangement or scheme in respect of the Purchaser or its affairs or the acceptance by you of any dividend or sum of money thereunder;

- (g) any person firm or corporation giving any guarantee to you, or any person who ought to become a Guarantor failing to do so;
- (h) any security held or taken at any time by you being void defective or informal; or
- (i) the fact that one or more of the persons described in the Schedule fails to execute or execute properly this Guarantee and Indemnity and in such event all persons described as Guarantors who do execute this Guarantee and Indemnity shall be the Guarantors and shall be jointly and severally liable under this instrument to you and to the exclusion of such persons who fail to execute or execute properly this Guarantee and Indemnity.

### 3. Indemnity

To the extent as it is necessary to give effect to **Clause 2(d)** this Guarantee shall be treated and construed as an indemnity and the Guarantor hereby indemnifies you in respect of any failure by the Purchaser to make payment or perform any Guaranteed Obligation.

### 4. Independent Operation

This Guarantee is independent of and in addition to any other guarantee or security held or to be held by you for all or any of the Guaranteed Obligations and the Guarantor will not in any way or at any time claim the benefit of or seek or require the transfer of any such guarantee or security or any part of them.

### 5. Administration In Insolvency

Until you shall have received 100 cents in the dollar in respect of the Guaranteed Obligations, the Guarantor agrees:

- (a) the Guarantor will not in relation to any debt or liability now or later owing for any reason to the Guarantor by the Purchaser, whether under or in connection with this Guarantee or otherwise:
  - (i) prove in or against or enforce any security now or later held by the Guarantor against the estate or assets of the Purchaser in competition with you; or
  - (ii) seek in any way to deprive you of any dividend or money you may receive or be entitled to as creditor of the Purchaser;
- (b) you may by any officer or attorney prove against the estate or assets of the Purchaser for any money the Guarantor has paid to you under this Guarantee;
- (c) the Guarantor will hold on trust for you any debt or liability of the Purchaser to the Guarantor and any other rights or securities of the Guarantor against the Purchaser or the Purchaser's property and will do all things and execute and deliver to you all documents or assignments or both of those debts, liabilities, rights or securities (collectively "**Guarantor's Debts and Securities**") as you require;
- (d) the Guarantor irrevocably appoints you as the Guarantor's Attorney (with the power to appoint and remove substitutes) to do all or any of the following:
  - (i) to demand, sue for, recover, enforce and receive the Guarantor's Debts and Securities;

- (ii) to prove on behalf of the Guarantor in relation to the Guarantor's Debts and Securities for any money for the time being owing in an Administration in Insolvency of the Purchaser;
  - (iii) to agree to any valuation of the Guarantor's Debts and Securities; or
  - (iv) to demand, sue for, recover and receive the proceeds of the proof;
- (e) that any proceeds or proof in an Administration in Insolvency of the Purchaser shall not be considered as received for the purpose of this Guarantee nor relieve the Guarantor's liability until you have received 100 cents in the dollar from all sources but if the amount ultimately received by you exceeds the amount of the guaranteed obligations then the excess shall be adjusted between the Guarantor and any other person with a claim to them;
- (f) no sum or sums of money received by you for the credit of the Purchaser or any Guarantor and for which you may be obliged to account in any Administration in Insolvency of the Purchaser or any Guarantor to any liquidator, official manager, trustee in bankruptcy or other person (as a preference or otherwise) or may in your discretion (exercised in good faith) so account shall be considered as received by you or discharge or diminish the liability of any Guarantor and the Guarantor hereby agrees to indemnify you in respect of any such payment.

## **6. Assignment**

- 6.1 This Guarantee shall continue to be binding notwithstanding that the principal indebtedness may be assigned or transferred to another person and the benefit of it may be assigned or transferred to that person either at the time of or subsequent to the assignment or transfer of the principal indebtedness.
- 6.2 Each Guarantor hereby agrees to waive each and all of the Guarantor's rights whether legal equitable statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Guarantee or in any way restrict your rights remedies or recourse.

## **7. Certificates**

A certificate signed by you or by any attorney, director or manager of yours or any officer authorised by you for such purpose or your secretary for the time being or by any person purporting to be an attorney, director, manager, secretary or authorised officer of yours as to any sum payable to it pursuant to this Guarantee as at the date set out in such certificate shall in all Courts and at all times be prima facie evidence of the facts stated in it.

## **8. Severance**

If any provision of this Guarantee is found to be illegal for any reason, the provision shall be severed from this Guarantee without affecting the remaining provisions.

## **9. Communications**

Any demand or notice under this Guarantee may be executed by you or signed by you or on behalf of you by any attorney, director or manager or officer of yours or your secretary for the time being or by any person purporting to be an attorney, director, manager, secretary or authorised officer of yours or by your solicitors and may be served by delivering it to the Guarantor to whom it is addressed at the address set out in the Schedule or by posting it to that address or the address last known to you and if posted such notice or demand shall be deemed to have been served on the day

following the date of posting. The making of a demand is not a condition precedent to the liability of any Guarantor under this Guarantee.

## **10. Duties and Costs**

The Guarantor shall indemnify and keep you indemnified against and pay to you upon demand all duties and costs as defined in Clause 12.1.

## **11. Governing Law**

The proper law of this Guarantee and Indemnity shall be the law of the State of Victoria.

## **12. Interpretation**

### **12.1 Definitions**

In this document, unless the context requires otherwise:

- (a) **“Administration in Insolvency”** in relation to the affairs of the Purchaser includes bankruptcy any assignment for the benefit of or composition or arrangements with the creditors of the Purchaser or liquidation dissolution receivership or official management or administration under any law relating to mental health or any administration of the estate of a Purchaser where the estate is not solvent;
- (b) **“Duties and Costs”** include all your legal costs (as between solicitor and own client) of and incidental to the preparation, execution, stamping and enforcement of this instrument and also all expenses or amounts you may pay or be liable to pay under or in connection with any legislation relating to stamp duty or financial institutions duty and arising out of this instrument or from any receipt of moneys pursuant to this instrument;
- (c) **“Guarantor”** includes each and every Guarantor and in the case of a firm includes the Guarantor and his her or their successors and where there is more than one Guarantor their liability shall be joint and several; in the event of a Guarantor being or becoming a trustee of any trust or trusts that Guarantor shall be liable under this Guarantee jointly and severally in the Guarantor's own personal capacity and in each and every capacity as trustee of any trust or trusts;
- (d) **“Purchaser”** includes each and every Purchaser and if the Purchaser becomes a trustee or trustees of any trust, or trusts the Guaranteed Obligations shall include all obligations of the Purchaser to you whether in the Purchaser's own personal capacity or the Purchaser's capacity as trustee or trustees.

### **12.2 Construction**

- (a) words importing the singular include the plural and vice versa and any gender includes the other genders; and
- (b) a reference to a person includes a corporation and a body politic and includes the legal personal representatives, successors and assigns of that person.

## 12.3 Substitution

If the Vendor and the Purchaser substitute a Contract in place of the Contract to which this Guarantee and Indemnity is annexed then this Guarantee and Indemnity shall extend to a Guarantee and Indemnity of the substituted contract and the Purchaser under that contract and the definitions of Purchaser and Contract shall be interpreted accordingly.

## SCHEDULE

**ITEM 1:** Purchaser's Name -

ACN Number -

**ITEM 2:** The Guarantors -

**DATED** the                      day of                      20

**EXECUTED** by the parties as a deed

**SIGNED** by \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

.....  
Witness

.....  
Name of Witness (Please print)

**SIGNED** by \_\_\_\_\_ )  
in the presence of: \_\_\_\_\_ )

.....  
Witness

.....  
Name of Witness (Please print)

**Vendor/supplier GST withholding notice**

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

**To:**

Purchaser/recipient:

**Property address: Unit 2, 8 Monteith Crescent, Endeavour Hills, Victoria 3802**

The property is an existing residential premises and therefore 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.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \_\_\_\_\_~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: \_\_\_\_\_~~

~~Vendor/supplier ABN: \_\_\_\_\_~~

**From:** Gregory David Harries & Christine Jane Harries

**Dated:**

**Signed by or on behalf of the vendor/supplier:** \_\_\_\_\_

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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 2, 8 Monteith Crescent, Endeavour Hills, Victoria 3802  
**Volume:** 10371 **Folio:** 509

**+ Vendor's  
name**

Gregory David Harries

**Date**  
/ /

**+ Vendor's  
signature**

*G. Harries*

02-10-2025

**+ Vendor's  
name**

Christine Jane Harries

**Date**  
/ /

**+ Vendor's  
signature**

*C. Harries*

02-10-2025

**+ Purchaser's  
name**

**Date**  
/ /

**+ Purchaser's  
signature**

**+ Purchaser's  
name**

**Date**  
/ /

**+ Purchaser's  
signature**



## Important information

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### 1. FINANCIAL MATTERS

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

(a) \*Their total does not exceed:

\$7,000.00

OR

(b) \*Are contained in the attached certificate/s.

\_\_\_\_ OR

(c) \*Their amounts are:

| Authority | Amount       | Interest (if any) |
|-----------|--------------|-------------------|
| (1) _____ | (1) \$ _____ | (1) \$ _____      |
| (2) _____ | (2) \$ _____ | (2) \$ _____      |
| (3) _____ | (3) \$ _____ | (3) \$ _____      |
| (4) _____ | (4) \$ _____ | (4) \$ _____      |

(d) \*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<sup>1</sup>, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

To

Other particulars (including dates and times of payments:

#### 1.3 ~~Terms Contract~~

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

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

#### 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.~~

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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

<sup>1</sup> Other than any GST payable in accordance with the contract.

|                                                                                                                                                                                                                                         |                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| (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?                                                                                                                                                              | <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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:<br><br>OR<br><br><input checked="" type="checkbox"/> 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.~~

(a) ~~\*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.~~

OR

(b) ~~\*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:~~

|                                  |                       |
|----------------------------------|-----------------------|
| Name of insurance company: _____ |                       |
| Type of policy: _____            | Policy no: _____      |
| Expiry date: _____               | Amount insured: _____ |

### 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.~~

(a) ~~\*Attached is a copy or extract of any policy of insurance required under the Building Act 1993.~~

OR

(b) ~~\*Particulars of any required insurance under the Building Act 1993 are as follows:~~

|                                  |                    |
|----------------------------------|--------------------|
| Name of insurance company: _____ |                    |
| Policy no: _____                 | Expiry date: _____ |

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

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

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

OR

\*Is as follows:

|                                 |
|---------------------------------|
| None to the Vendors' knowledge. |
|---------------------------------|

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

None to the Vendors' knowledge.

**3.2 Road Access**

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

☐

**3.3 Designated Bushfire Prone Area**

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

☐

### 3.4 Planning Scheme

\*Attached is a certificate with the required specified information.

OR

~~\*The required specified information is as follows:~~

(a) ~~Name of planning scheme~~

\_\_\_\_\_

(b) ~~Name of responsible authority~~

\_\_\_\_\_

(c) ~~Zoning of the land~~

\_\_\_\_\_

(d) ~~Name of planning overlay~~

\_\_\_\_\_

## 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:

~~\*Are contained in the attached certificates and/or statements.~~

OR

\*Are as follows:

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

### 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:

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

### 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:

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

## 5. BUILDING PERMITS

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

~~\*Are contained in the attached certificate.~~

OR

\*Are as follows:

Nil.

## 6. OWNERS CORPORATION

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

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

OR

6.2 ~~\*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.~~

OR

6.3 ~~\*The owners corporation is an inactive owners corporation.<sup>2</sup>~~

## 7. ~~\*GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")~~

~~Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.~~

### 7.1 ~~Work in Kind Agreement~~

~~This section 7.1 only applies if the land is subject to a work in kind agreement.~~

(a) ~~\*The land is NOT to be transferred under the agreement unless the square box is marked with an "X"~~ ☐

(b) ~~\*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"~~ ☐

(c) ~~\*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"~~ ☐

### 7.2 ~~GAIC Recording~~

~~This section 7.2 only applies if there is a GAIC recording.~~

~~Any of the following certificates or notices must be attached if there is a GAIC recording.~~

~~The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:~~

(a) ~~\*Any certificate of release from liability to pay a GAIC~~ ☐

(b) ~~\*Any certificate of deferral of the liability to pay the whole or part of a GAIC~~ ☐

(c) ~~\*Any certificate of exemption from liability to pay a GAIC~~ ☐

(d) ~~\*Any certificate of staged payment approval~~ ☐

(e) ~~\*Any certificate of no GAIC liability~~ ☐

(f) ~~\*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability~~ ☐

(g) ~~\*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above~~ ☐

## 8. SERVICES

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

Electricity supply ☐

Gas supply ☐

Water supply ☐

Sewerage ☐

Telephone services ☐

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

## 9. TITLE

Attached are copies of the following documents:

### 9.1 \*(a) Registered Title

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

OR

### ~~\*(b) General Law Title~~

~~The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.~~

~~\*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).~~

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

~~(a) \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

OR

~~(b) \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.~~

### 10.2 Staged Subdivision

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

~~(a) \*Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~

~~(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:~~

~~(c) The proposals relating to subsequent stages that are known to the vendor are as follows:~~

~~(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:~~

### 10.3 Further Plan of Subdivision

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

~~(a) \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

OR

~~(b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).~~

## 11. \*DISCLOSURE OF ENERGY INFORMATION

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

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

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

~~\*Are contained in the attached building energy efficiency certificate.~~

OR

\*Are as follows:

Nil.

## 12. DUE DILIGENCE CHECKLIST

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

## 13. ATTACHMENTS

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

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

*(Attached is 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

## **Rural properties**

### ***Moving to the country?***

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

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

### ***Can you build new dwellings?***

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

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

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

## **Soil and groundwater contamination**

### ***Has previous land use affected the soil or groundwater?***

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

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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

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

Page 1 of 2

VOLUME 10371 FOLIO 509

Security no : 124127477397Q  
Produced 26/08/2025 11:49 AM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 408486W.  
PARENT TITLE Volume 10354 Folio 099  
Created by instrument PS408486W Stage 3 03/03/1998

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GREGORY DAVID HARRIES  
CHRISTINE JANE HARRIES both of 2/8 MONTEITH CRESCENT, ENDEAVOUR HILLS VIC  
3802  
AK326202M 07/05/2013

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK326203K 07/05/2013  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

### DIAGRAM LOCATION

SEE PS408486W 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 2 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 22/10/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS408486W  
OWNERS CORPORATION 2 PLAN NO. PS408486W

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

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Page 2 of 2

DOCUMENT END

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS408486W</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>6</b>                |
| Document Assembled                              | <b>26/08/2025 11:49</b> |

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# PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY

PLAN NUMBER

EDITION 3

PS 408486W

## LOCATION OF LAND

PARISH: NARREE WORRAN

TOWNSHIP: \_\_\_\_\_

SECTION: \_\_\_\_\_

CROWN ALLOTMENT: \_\_\_\_\_

CROWN PORTION: 15 (PART)

LTO BASE RECORD: DCMB

TITLE REFERENCES:

VOL 9574 FOL 431

LAST PLAN REFERENCE/S: C.P. 156903

POSTAL ADDRESS: 8 MONTEITH CRESCENT  
(At time of subdivision) ENDEAVOUR HILLS, 3802.

AMG Co-ordinates E 347,400 ZONE: 55  
(of approx centre of land in plan) N 5,795,360

## VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|------------|---------------------|
| NIL        | NIL                 |

## COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CASEY CITY

REF: S97/1217

1. This plan is certified under Section 6 of the Subdivision Act 1988.

2. ~~This plan is certified under Section 11(7) of the Subdivision Act 1988.~~

~~Date of original certification under Section 6 / /~~

3. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

### OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage.....~~

Council Delegate

~~Council Seal~~

Date 10 / 10 / 97

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate

Council Seal

Date / /

## NOTATIONS

STAGING: This is a staged subdivision.  
Planning Permit No.

DEPTH LIMITATION: DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY: THIS PLAN IS BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 65, 182, 246

IN PROCLAIMED SURVEY AREA No. 32

## EASEMENT INFORMATION

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

Easements and Rights pursuant to Section 12(2) of the Subdivision Act 1988 applies to all the land on this plan.

| Easement Reference | Purpose             | Width (Metres) | Origin     | Land Benefitted/In Favour Of |
|--------------------|---------------------|----------------|------------|------------------------------|
| E-1                | DRAINAGE & SEWERAGE | 2.50           | L.P.119525 | LOTS ON L.P.119525           |

## LTO USE ONLY

STATEMENT OF COMPLIANCE/  
EXEMPTION STATEMENT

RECEIVED ☒

DATE 24 / 10 / 97

## LTO USE ONLY

THIS IS AN L.T.O.  
COMPILED PLAN

CHECKED 6 / 3 / 98

*ellie Baguley*  
Assistant Registrar of Titles

SHEET 1 OF 6 SHEETS

**PETER HERBERT & ASSOC. (VIC.) P/L**

CONSULTING SURVEYORS, TOWN PLANNERS  
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

PHONE. No.(03) 9787 2980 FAX. No.(03) 9787 4763 ACN 067 077 614

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING

SIGNATURE ..... DATE / /

REF 3362/PS-1

VERSION 6

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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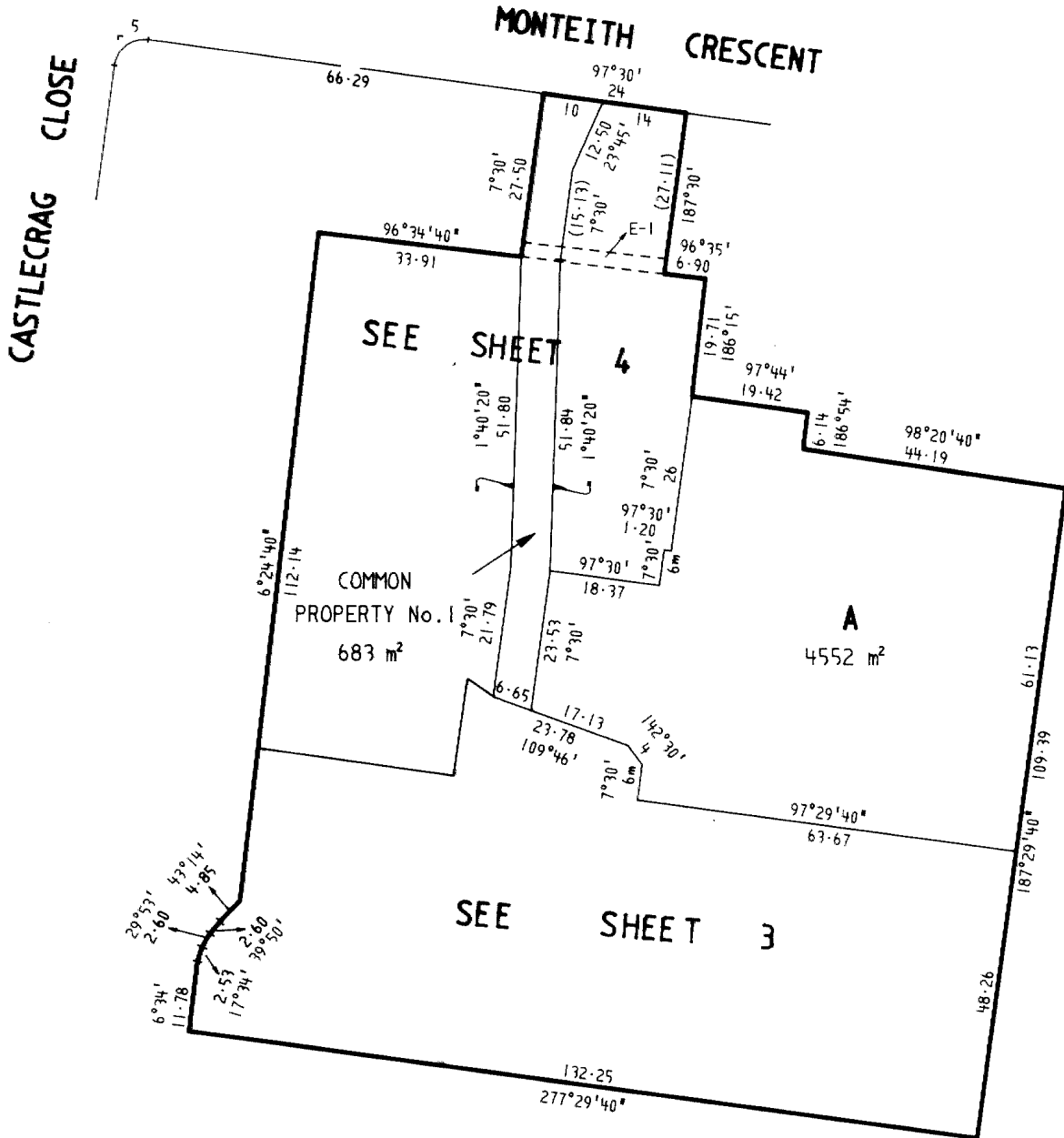
# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

**PS 408486W**

A.M.G.  
ZONE 55



## PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS  
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

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SHEET 2 OF 6 SHEETS

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LT02.DGN



# PLAN OF SUBDIVISION

STAGE No.

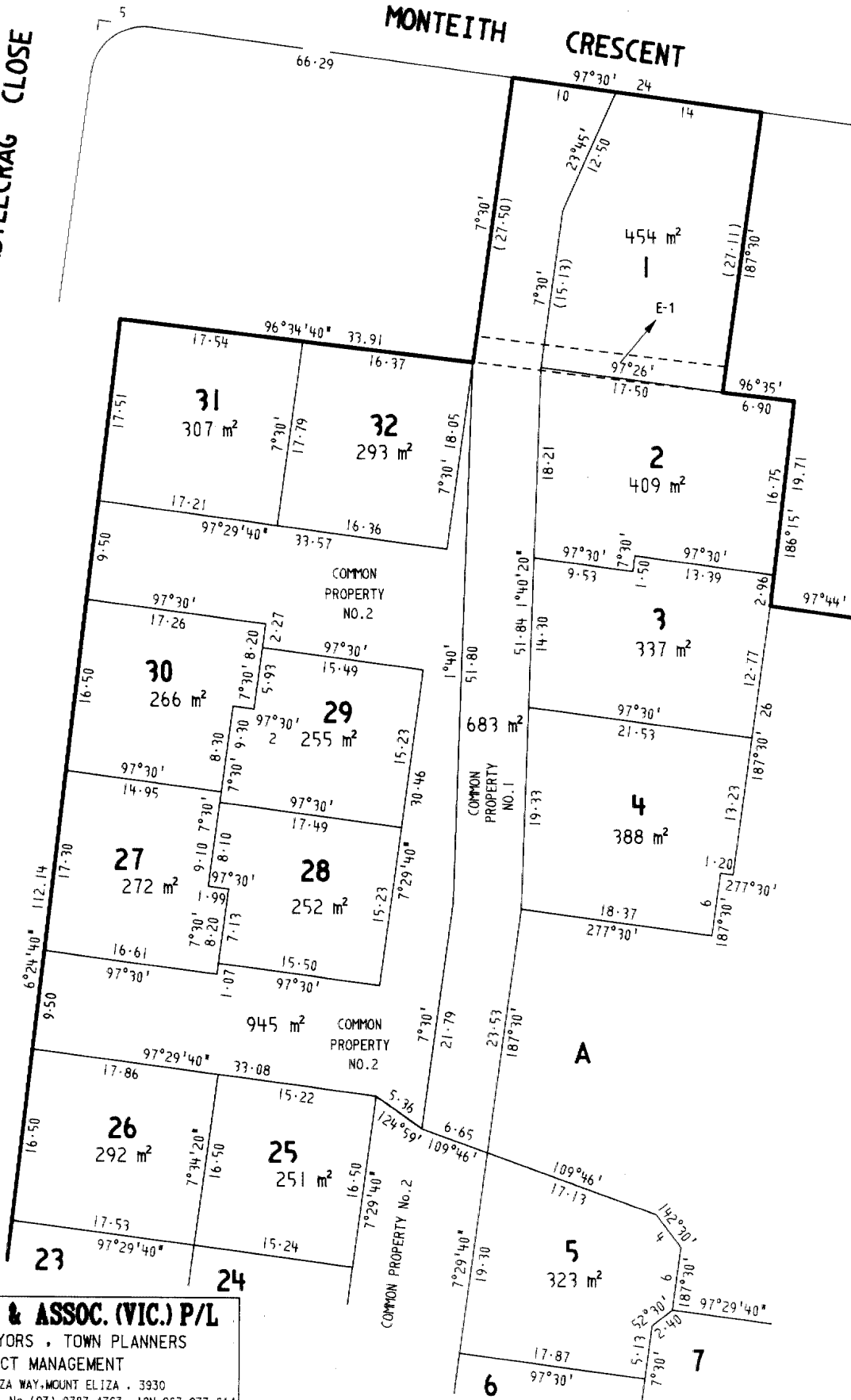
PLAN NUMBER

**PS 408486W**

A.M.G.  
ZONE 55

**CASTLECRAG CLOSE**

**MONTEITH CRESCENT**



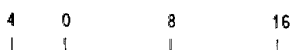
**PETER HERBERT & ASSOC. (VIC.) P/L**

CONSULTING SURVEYORS, TOWN PLANNERS  
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA 3930

PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

SCALE



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DATE / /

VERSION 5

SHEET 4 OF 6 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

PS408486W

**Owners corporation information  
formerly contained on Sheets**

**5, 6**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**6**

**have been removed from this plan**



# Imaged Document Cover Sheet

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| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>AK326202M</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>2</b>                |
| Document Assembled                              | <b>26/08/2025 11:49</b> |

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AK326202M

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name:

**ANZ Retail**

Phone:

Address:

**15314 Q**

Reference:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio)*

Certificate of Title Volume 10371 Folio 509

Estate and Interest: *(e.g. "all my estate in fee simple")*

All estate in fee simple

Consideration:

\$320,000.00

Transferor: *(full name)*

Leigh Brenda HALPIN

Transferee: *(full name and address including postcode)*

Gregory David HARRIES and Christine Jane HARRIES both of 2/8 Monteith Crescent, Endeavour Hills Vic 3802, as joint tenants.

Directing Party: *(full name)*

Dated:

22/4/13

Execution and attestation:

Executed by the said transferor in the presence of: )

Witness

L B Halpin

Executed by the said transferees in the presence of: )

Witness

G D Harries

C J Harries

30800812A

Order to Register

Duty Use Only

**T1**

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

**AK326202M**

**ANNEXURE PAGE**  
**Transfer of Land Act 1958**

**Privacy Collection Statement**

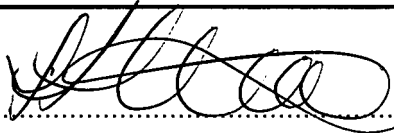
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

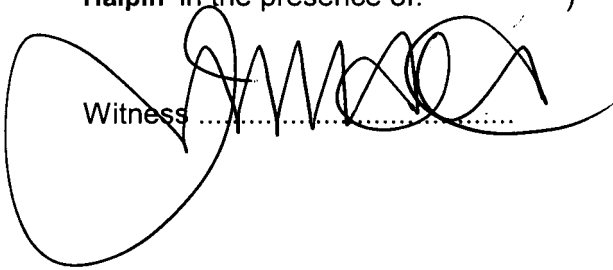
This is page        of *Approved Form*        dated **22/4/13**  
Harries as Transferor and Leigh Brenda Halpin as Transferee

Between Gregory Harries and Christine

Signed by the said Leigh Brenda        )

Halpin in the presence of:        )

  
.....

Witness .....  


Approval No. 18351112

**A1**

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

**Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010**

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**AK326203K**

# MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958

Lodged by:

Name: **ANZ Retail  
15314 Q**

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Branch: ~~853 Collins Street  
Melbourne 3000~~

Customer Code: Tel.:

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this mortgage.

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in No. AA816 and any further provisions endorsed on or annexed to this mortgage are incorporated in this mortgage. The mortgagor acknowledges having received a copy of the Memorandum of Common Provisions prior to executing this mortgage.

Land: (Title) Volume 10371 Folio 509

Estate and interest being mortgaged :

The mortgagor's estate and interest in fee simple

Mortgagor: (Full name) GREGORY DAVID HARRIES and CHRISTINE JANE HARRIES

Mortgagee: Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Credit Licence Number 234527 of Level 4, 833 Collins Street, Melbourne (Ref.: Doc. No. WF000011678456)

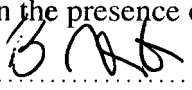
Date of this mortgage: 15 / 11 / 2013

Execution and attestation:

SIGNED by

GREGORY DAVID HARRIES

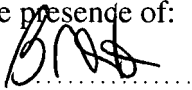
in the presence of:

(signature of witness)   
(name) BERNIE RENTON  
(address) 234 DORSET RD.  
BORONIA, VIC

SIGNED by

CHRISTINE JANE HARRIES

in the presence of:

(signature of witness)   
(name) BERNIE RENTON  
(address) 234 DORSET RD.  
BORONIA, VIC

EXECUTED by the  
Mortgagor being signed by  
those persons who are  
authorised to sign for the  
Company:

Director  
Name (printed)  
Address  
Secretary/Director\*  
(\*Delete as applicable)  
Name (printed)  
Address

Approval No.  
6511210A

## ORDER TO REGISTER

**M**

Please register and issue documents to  
(insert details of documents and to whom they  
are to issue)

Signed

Cust. Code:

Firm's name

## STAMP DUTY USE ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 26/08/2025 11:49:29 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS408486W**

The land in PS408486W is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 32.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

106 NEPEAN HIGHWAY MENTONE VIC 3194

AF723190V 18/03/2008

### 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:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 2 | 0           | 0         |
| Lot 1             | 25          | 25        |
| Lot 2             | 25          | 25        |
| Lot 3             | 25          | 25        |
| Lot 4             | 25          | 25        |
| Lot 5             | 25          | 25        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 26/08/2025 11:49:29 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS408486W**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement   | Liability     |
|--------------|---------------|---------------|
| Lot 6        | 25            | 25            |
| Lot 7        | 25            | 25            |
| Lot 8        | 25            | 25            |
| Lot 9        | 25            | 25            |
| Lot 10       | 25            | 25            |
| Lot 11       | 25            | 25            |
| Lot 12       | 25            | 25            |
| Lot 13       | 25            | 25            |
| Lot 14       | 25            | 25            |
| Lot 15       | 25            | 25            |
| Lot 16       | 25            | 25            |
| Lot 17       | 25            | 25            |
| Lot 18       | 25            | 25            |
| Lot 19       | 25            | 25            |
| Lot 20       | 25            | 25            |
| Lot 21       | 25            | 25            |
| Lot 22       | 25            | 25            |
| Lot 23       | 25            | 25            |
| Lot 24       | 25            | 25            |
| Lot 25       | 25            | 25            |
| Lot 26       | 25            | 25            |
| Lot 27       | 25            | 25            |
| Lot 28       | 25            | 25            |
| Lot 29       | 25            | 25            |
| Lot 30       | 25            | 25            |
| Lot 31       | 25            | 25            |
| Lot 32       | 25            | 25            |
| <b>Total</b> | <b>800.00</b> | <b>800.00</b> |



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 26/08/2025 11:49:29 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS408486W**

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.



Mrs KAREN GEOFFREY  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 2 LOT 2 8 MONTEITH  
CRESCENT ENDEAVOUR HILLS 3802  
2 PS 408486

| REFERENCE NO.    | YOUR REFERENCE             | DATE OF ISSUE  | CASE NUMBER |
|------------------|----------------------------|----------------|-------------|
| 54E//14952/00074 | LANDATA CER 77887030-033-8 | 26 AUGUST 2025 | 50138683    |

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

|                                                          |                          |         |
|----------------------------------------------------------|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/07/2025 to 30/09/2025 | \$22.45 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/07/2025 to 30/09/2025 | \$31.25 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/07/2025 to 30/09/2025 | \$21.97         |
| <b>Sewerage Service Charge</b>  | 01/07/2025 to 30/09/2025 | \$100.41        |
| <b>Subtotal Service Charges</b> |                          | <b>\$176.08</b> |
| <b>Payments</b>                 |                          | \$176.08        |
| <b>TOTAL UNPAID BALANCE</b>     |                          | <b>\$0.00</b>   |

- The meter at the property was last read on 29/07/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$1.18 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

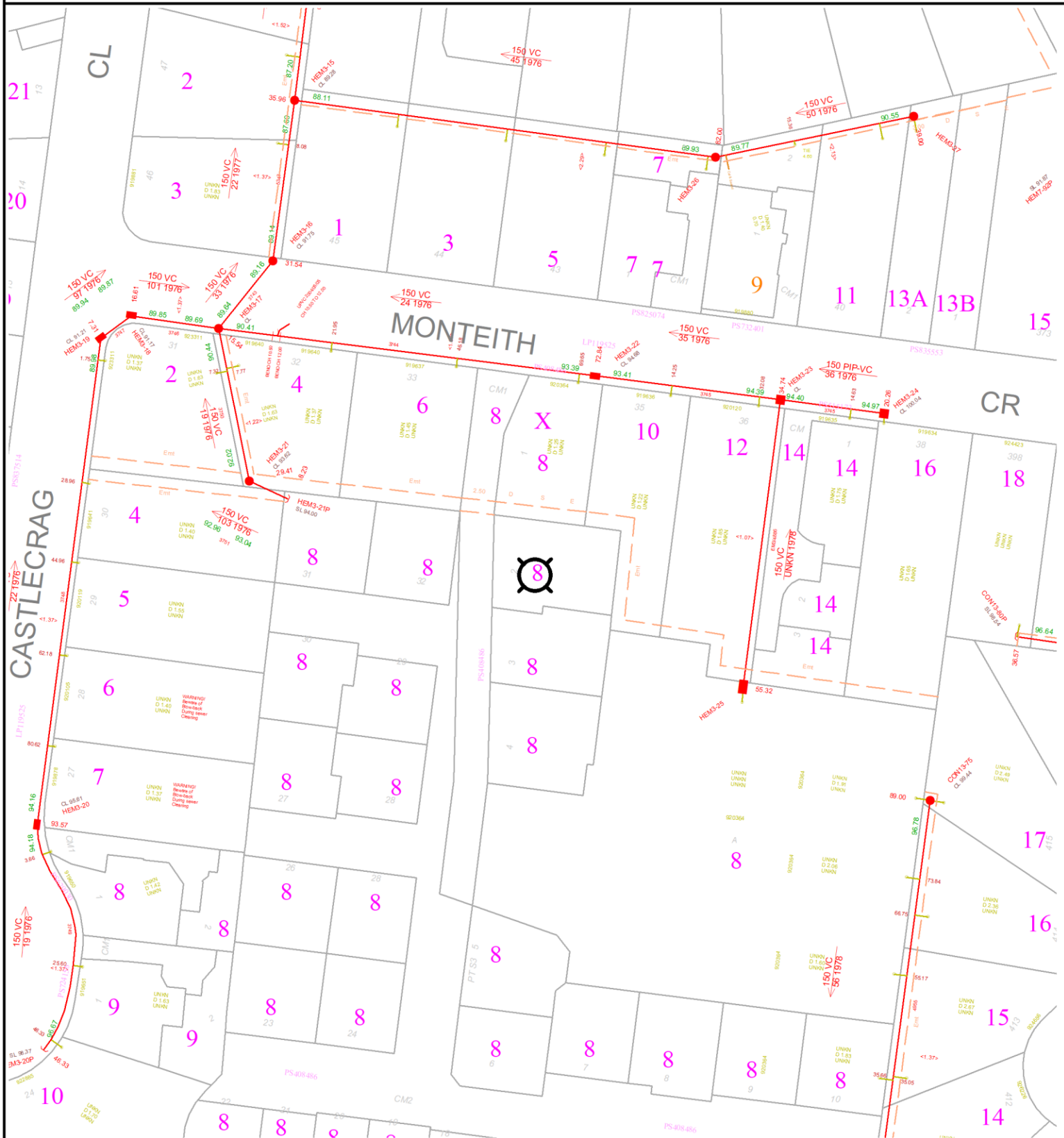
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

|  |                     |  |                                   |  |                        |
|--|---------------------|--|-----------------------------------|--|------------------------|
|  | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole       |
|  | Proposed Title/Road |  | Sewer Main & Property Connections |  | Inspection Shaft       |
|  | Easement            |  | Direction of Flow                 |  | Offset from Boundary   |
|  | Sewer Main          |  | Underground Drain                 |  | Natural Waterway       |
|  | Maintenance Hole    |  | Channel Drain                     |  | Underground Drain M.H. |

20 0 20 4

Scale in Metres

**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

  Hydrant  
  Fireplug/Washout  
 ~ 1.0 Offset from Boundary



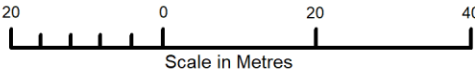
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

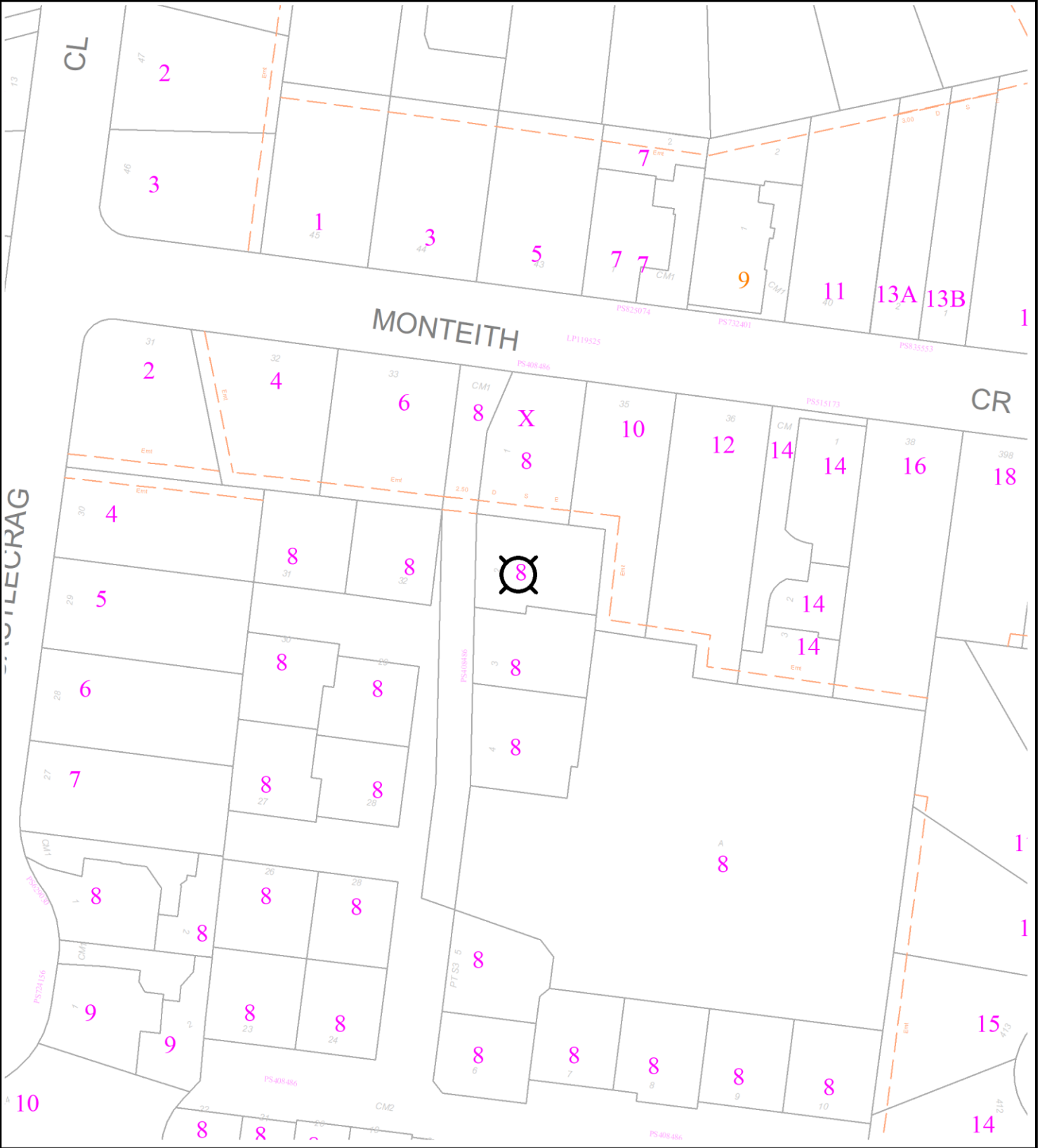
Property: Lot 2 UNIT 2 8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802



Case Number: 50138683



Date: 26AUGUST2025



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| LEGEND                                                                             |                     |                                                                                     |                                |                                                                                       |                                                                                       |                      |
|------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------|
|  | Title/Road Boundary |  | Subject Property               |  |  | Hydrant              |
|  | Proposed Title/Road |  | Recycled Water Main Valve      |  |  | Fireplug/Washout     |
|  | Easement            |  | Recycled Water Main & Services |  |  | Offset from Boundary |

# Property Clearance Certificate

## Land Tax



MRS KAREN GEOFFREY

**Your Reference:** LD:77887030-017-8.071651

**Certificate No:** 92921121

**Issue Date:** 26 AUG 2025

**Enquiries:** ESYSPROD

**Land Address:** UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 26590724 | 2   | 408486 | 10371  | 509   | \$0.00      |

**Vendor:** GREGORY HARRIES

**Purchaser:** UNKNOWN UNKNOWN

| Current Land Tax       | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total  |
|------------------------|-------------------------|------------------|------------------|--------|
| CHRISTINE JANE HARRIES | 2025                    | \$125,000        | \$0.00           | \$0.00 |

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

| 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 |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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): \$495,000

SITE VALUE (SV): \$125,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE:** \$0.00

# Notes to Certificate - Land Tax

**Certificate No:** 92921121

---

## 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 = \$125,000

Calculated as \$975 plus ( \$125,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,950.00

Taxable Value = \$495,000

Calculated as \$495,000 multiplied by 1.000%.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92921121

### Telephone & Internet Banking - BPAY®

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# Property Clearance Certificate

## Commercial and Industrial Property Tax



MRS KAREN GEOFFREY

**Your Reference:** LD:77887030-017-8.071651

**Certificate No:** 92921121

**Issue Date:** 26 AUG 2025

**Enquires:** ESYSPROD

**Land Address:** UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

| Land Id  | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| 26590724 | 2                         | 408486         | 10371                               | 509                                                      | \$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

|                                |                  |
|--------------------------------|------------------|
| <b>CAPITAL IMPROVED VALUE:</b> | <b>\$495,000</b> |
| <b>SITE VALUE:</b>             | <b>\$125,000</b> |
| <b>CURRENT CIPT CHARGE:</b>    | <b>\$0.00</b>    |

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92921121

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## 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](http://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



MRS KAREN GEOFFREY

|                 |                          |
|-----------------|--------------------------|
| Your Reference: | LD:77887030-017-8.071651 |
| Certificate No: | 92921121                 |
| Issue Date:     | 26 AUG 2025              |

Land Address: UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 2   | 408486 | 10371  | 509   |

Vendor: GREGORY HARRIES  
Purchaser: UNKNOWN UNKNOWN

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 92921121

## 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

|                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>BPAY</b></p> <div><div><p>Billers Code: 416073<br/>Ref: 92921121</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p> <div><div><p>Ref: 92921121</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# Body Corporate Management Croydon & Dandenong

Administration Centre  
P. O. Box 4338  
Doncaster Heights Vic 3109

ABN: 12 620 938 114  
Phone: (03) 9855 9905

E-Mail: [outereastern@acebodycorp.com.au](mailto:outereastern@acebodycorp.com.au)

---

Rayena Pty Ltd trading as Ace Body Corporate Management  
(Croydon & Dandenong)

2<sup>nd</sup> April 2025

Dear Owner,

Over the last few weeks, our office has received numerous concerns regarding the Accommodation Home residents and their improper behaviour.

Consequently, please note that ACE has contacted the following parties:

## **Accommodation Home Manager**

- Mickey, the manager, has sympathised with the situation the owners are facing.
- Mickey requires CCTV footage & photos to identify the persons responsible for recent violations.
- He has confirmed they have an onboarding process to new residents, and they are advised to limit movement throughout 8 Monteith Crescent. However, he is unable to dictate where they go.
- Residents should keep contacting police when necessary.

## **Endeavour Hills Police**

- The police advise they frequently proactively patrol this location.
- They confirm that they will increase their patrols in the evenings.
- They have recommended motion sensor lighting to be installed which can be a deterrent.

## **Rooming House Association of Victoria**

- Unable to assist in this matter and refer it back to the police.

## **City of Casey Council**

- Unable to provide assistance as this is a police matter. Council does not have the authority to engage in this matter.

Yours sincerely  
On behalf of the Owners Corporation

*Zena Selvalogan*

**Certified Practising Strata Manager (CPSM)**

Accredited Member of Strata Community Australia (VIC)

# Model rules for an Owners Corporation

## 1. Health, Safety and Security

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

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

### 1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owner's corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

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

### 1.4 Smoke penetration

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

### 1.5 Fire safety information

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

## 2. 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 owner's corporation.

## 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

- (1) The owner's corporation must not seek payment or reimbursement for a cost or charge from a lot owner 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 owner's 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 owner's 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 owner's 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 owner's 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 must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owner's corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owner's 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 owner's 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 owner's corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owner's corporation.

#### **Example**

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

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owner's corporation before making any changes to the external appearance of their lot.
- (2) An owner's corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owner's corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owner's corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

### **5.3 Requiring notice to the owner's 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 owner's corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owner's corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owner's corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owner's corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owner's 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 PLAN OC1 PS 408486W**  
**8 Monteith Crescent, Endeavour Hills Vic 3802**  
Minutes of the Annual General Meeting  
held on Tuesday 29th April 2025  
at unit 25 / 8 Monteith Crescent, Endeavour Hills, VIC 3802  
commencing at 4 pm

**Attendees**

Christine Munidasa & Bill Hooper (Unit 1)  
Greg Harries (Unit 2)  
Vlada Stojanoski (Unit 4)  
Julius Ulms (Unit 11)  
Kevin Rasquinho (Unit 12)  
Kiu Fai Chan (Unit 13)  
Georgios Mallios & Efthimia Anastasopoulos (Unit 17)  
Gary Hitchings (Unit 23)  
Carolyn Zantuck (Unit 25)  
Luke Sword (Unit 29)  
Pedro Nazare (Unit 32)  
Zena Selvalogan of Ace Body Corporate Management  
Thilla Selvalogan of Ace Body Corporate Management

**Proxies and Apologies**

Harris Alexander & Michelle Lam (Unit 14) submitted a proxy in favour of Greg Harries

**Chairperson:** It was resolved that Zena Selvalogan be appointed to chair the meeting.

**Quorum**

It was noted that as there was not a quorum of owners present, any decisions made will be interim decisions and will become decisions of the owners corporation, if after 28 days there has not been a request by 25% of members for a meeting to review the decisions made.

**Confirmation of Previous Minutes** -The minutes of the previous meeting held on the 22nd April 2024, were taken as read and it was resolved that they represented a correct record of that meeting.

Moved: Luke Sword

Seconded: Carolyn Zantuck

**CONSIDERATION OF REPORTS**

**Management Report:** The manager read out the management report for the year ended 28<sup>th</sup> February 2025. It was resolved to accept the manager's report (copy attached).

**Committee Report:** The chairperson advised that there were no issues to report on other than to notify residents that he can be contacted to replace any globes on the common driveway (Luke: 0433 944 253).

**Grievance Committee Report:** All complaints must be in writing on the approved form and are dealt with by the Grievance Committee. If the matter is not resolved internally, the matter can be referred to CAV and then to VCAT.

The grievance committee reported that there were no complaints or disputes brought to their attention during the year.

**CONSIDERATION OF FINANCIAL MATTERS**

**Financial Statements:** It was resolved to receive and adopt the financial statements for the Year Ended 28<sup>th</sup> February 2025, as distributed with the notice of meeting.

Moved: Luke Sword

Seconded: Christine Munidasa

## **Investment Account**

It was resolved to continue with the investment account with committee authorisation at maturity.

### **Insurance:**

- The manager informed the members that Ace Body Corporate Management Croydon & Dandenong (ASIC No. 1259773) is an authorised representative of Resolute Property Protect Pty Ltd (AFS Licence No 425 966)

As such she can arrange for insurance with Resolute and is allowed to provide:

- factual information about Resolute and its products
- general advice *not personal advice*

**Commission:** The manager advised that a commission is paid by Resolute Property Protect Pty Ltd for placing of the insurance policy and processing claims.

### **Building Valuation and Renewal:**

The manager advised that Resolute Property Protect Pty Ltd would provide 3 quotes and requested the consideration of the following standing directions:

1. To automatically renew all insurance at the limits of cover currently held by the owners corporation.
2. To adopt a level of cover that they considered adequate.
3. To automatically renew all insurance and increase the limits of cover based on a professional valuation of the building. ***The manager informed the members that a valuation will be mandatory every 5 years effective 1<sup>st</sup> December 2021 as per Amendment of Owners Corporations Act 2006.***

It was noted that a building valuation was carried out in June 2024. After some discussion, it was resolved to obtain quotes (as outlined in the table below) for committee decision prior to renewal on 11<sup>th</sup> August 2025 and to continue with that level of cover until the next AGM. This direction can be revoked at any time by a majority decision at a general meeting of the owners corporation. **The Owners Corporation resolved (as in previous years) that Lot A arrange their own building insurance.**

| Cover                     | Existing amount   | New Amount                                                    |
|---------------------------|-------------------|---------------------------------------------------------------|
| Buildings:                | \$18,460,000      | Quotes for \$18,460,000 & \$19,000,000 for committee decision |
| Legal liability:          | \$30,000,000      | No change                                                     |
| Voluntary workers:        | \$300,000/3,000   | No change                                                     |
| Fidelity Guarantee:       | \$250,000         | No change                                                     |
| Office Bearer's Liability | \$1,000,000       | No change                                                     |
| Govt Audit Costs          | \$25,000          | No change                                                     |
| Lot Owner's Fix & Imp     | \$250,000 per lot | No change                                                     |

Zena Selvalogan emphasized that it is important to note that whilst the Owners Corporation has insurance on the building and for public liability over the common areas this insurance does not **extend** to the inside of member's lots, car park lots and licensed court yards. It is therefore important that members organise their own Insurance, whether it be Unit Resident's Personal Contents Insurance (if residing at the unit) or Landlord's Home Unit Contents Insurance (if renting the unit).

## **GENERAL MAINTENANCE**

### **Common Property Maintenance**

#### **Garden Maintenance**

It was resolved to continue with the services of Jim's Mowing Springvale South who attends 3 to 4 weekly mowing and edging common lawns.

### **Safety on Common Property**

The manager reinforced the importance for members to be vigilant of and report any potential hazards

on the common property to the manager without delay.

### **Emergency Service**

Zena Selvalogan explained that a 24-hour maintenance on call service with Scotia Group on 1300 726 842 on was available but emphasised that it was expensive and to be used only in emergencies and for matters relating to the owners corporation.

It was resolved that any associated costs resulting from individual owner callouts, would be passed on to the respective lot owner.

## **BUDGET AND CONTRIBUTIONS**

### **Administration Budget**

- The general budget for the Owners Corporation outlining the annual contributions of \$51,200.00 was presented and after some discussion amended to \$49,280.00, with quarterly payments due on 1<sup>st</sup> of July, 1<sup>st</sup> of October, 1<sup>st</sup> of January and 1<sup>st</sup> of April each year.
- ***It was also resolved that Lot A contribute their share of \$1,600 to the administration fund levy payable quarterly.***

### **Maintenance Plan Budget**

- It was resolved to continue with sinking fund of \$ 1,920 per annum (\$60 per unit lots 1 to 32), with quarterly payments due on 1<sup>st</sup> of July, 1<sup>st</sup> of October, 1<sup>st</sup> of January and 1<sup>st</sup> of April each year.
- ***It was also resolved that Lot A contribute their share of \$100 to the sinking fund levy payable quarterly.***

### **Penalty Interest**

It was resolved that this was not required at present and the matter be reviewed at the next AGM.

### **Debt Recovery**

A special resolution was passed to take legal action against any lot owner to recover moneys (greater than \$500) owed to the owners corporation. It was also resolved that the costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporation Act 2006* Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

## **APPOINTMENTS AND DELEGATION OF AUTHORITY**

### **Appointment of Management Committee**

It was resolved to elect the following committee:

Luke Sword (Chairperson)  
Christine Munidasa  
Greg Harries  
Kevin Rasquinho  
Michelle Lam  
Carolyn Zantuck

### **Appointment of Grievance Committee**

It was resolved that all members of the management committee will form the grievance committee.

## **GENERAL BUSINESS**

### **Cracked Concrete on common areas**

- The manager tabled 3 quotes for repairs to damaged concrete on common area.
- After some discussion, it was agreed to request 2 out of the 3 contractors to re-quote for all cracks around the complex to itemise cracks on OC1 common property & OC2 common property.
- OC1 common property cracks quote will be apportioned between Lot A & 32 units & OC2 common property cracks quote will be apportioned between 32 units only.

- It was also resolved that 50% of the total repairs would be paid from the OC Maintenance fund and balance paid by special levy by lot liability to all owners including Lot A.

### **Accommodation Home**

- The recent issues from the accommodation home were discussed at great length.
- The members requested ACE to obtain legal advice:
  - to write to council re license renewal in November 2025
  - on any action to be taken against damages from lot A residents.

### **Hard Rubbish**

- It was noted that hard rubbish had been left on the common nature strip. The manager agreed to write to all residents reminding them that hard rubbish must be booked with council.

### **2026 AGM**

This has been scheduled for April 2026 at 4 pm to be held in person at unit 25.

### **Note of Thanks**

Special thanks to Carolyn for her hospitality and the use of her unit for the meeting.

The meeting closed at 5.45 pm



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

|                            |                                              |
|----------------------------|----------------------------------------------|
| <b>Policy No</b>           | <b>HU0022465</b>                             |
| <b>Policy Wording</b>      | CHU RESIDENTIAL STRATA INSURANCE PLAN        |
| <b>Period of Insurance</b> | 11/08/2025 to 11/08/2026 at 4:00pm           |
| <b>The Insured</b>         | OWNERS CORPORATION PLAN NO. PS 408486W       |
| <b>Situation</b>           | 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802 |

---

#### Policies Selected

##### Policy 1 – Insured Property

Building: \$19,000,000

Common Area Contents: \$190,000

Loss of Rent & Temporary Accommodation (total payable): \$2,850,000

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

##### Policy 6 – Machinery Breakdown

Sum Insured: \$10,000

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$2,850,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$427,500

Escalation in Cost of Temporary Accommodation: \$142,500

Cost of Removal, Storage and Evacuation: \$142,500

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$100,000

**Policy 9 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

**Policy Benefits Endorsement**

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

**Special Benefit 7 of Policy 1 – Insured Property** is hereby deleted and replaced with the following:

**Fusion of motors**

We will pay up to \$10,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working

**How We will settle Your Fusion claim**

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

**Special Benefit 8 of Policy 1 – Insured Property** is hereby deleted and replaced with the following:

**Environmental improvements**



If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

**Special Benefit 12 of Policy 1 – Insured Property** is hereby deleted and replaced with the following:

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded; If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:
  - i. any building forming part of such property;
  - ii. the premises of a keyholder; or
  - iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

**Special Benefit 13 of Policy 1 – Insured Property** is hereby deleted and replaced with the following:

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

**Special Benefit 24 of Policy 1 – Insured Property** is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property..

**The Table of Benefits in Policy 3 – Voluntary Workers is replaced by**

| Insured Event                                                                                                                                                                                                                                                                                                                          | Benefit   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Death                                                                                                                                                                                                                                                                                                                               | \$300,000 |
| 2. Total and irrecoverable loss of all sight in both eyes                                                                                                                                                                                                                                                                              | \$300,000 |
| 3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot                                                                                                                                                                                                                    | \$300,000 |
| 4. Total and permanent loss of the use of one hand or of the use of one foot                                                                                                                                                                                                                                                           | \$150,000 |
| 5. Total and irrecoverable loss of all sight in one eye                                                                                                                                                                                                                                                                                | \$150,000 |
| 6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks.<br>The maximum benefit per week is:                                                                                                                        | \$3,000   |
| 6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks.<br>The maximum benefit per week is:                                                                                                                    | \$1,500   |
| 7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of: | \$7,500   |
| 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:                                                                                                                                                     | \$3,000   |
| 9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:                                                                                                                                | \$3,750   |
| 10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:                                                                                                                                                                                                                                               | \$7,500   |

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

07/08/2025



This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

# OWNERS CORPORATION CERTIFICATE

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

**As at 9th September 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS408486W

Address of Plan: 8 Monteith Crescent ENDEAVOUR HILLS VIC 3802

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: P.O. Box 4338 Doncaster Heights 3109

## 2. CERTIFICATE DETAILS

Vendor: Mr & Mrs G D Harries

Postal Address for Lot 2: Unit 2 / 8 Monteith Crescent ENDEAVOUR HILLS VIC 3802

Purchaser:

Person requesting Certificate: NOH Group

Reference:

Address:

Fax:

E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 2

**ADMINISTRATIVE FUND** \$1,540

The annual administrative levy fees for Lot 2 are ~~1,490.00~~ **per annum** commencing on 1 April 2025. Levies for this plan are raised over **4 periods**

| Period               | Cost Centre | Amount | Due Date | Status       |
|----------------------|-------------|--------|----------|--------------|
| 01/04/25 to 30/06/25 | Units1to32  | 335.00 | 02/04/25 | Paid         |
| 01/07/25 to 30/09/25 | Units1to32  | 385.00 | 02/07/25 | Paid         |
| 01/10/25 to 31/12/25 | Units1to32  | 385.00 | 02/10/25 | Paid         |
| 01/01/26 to 31/03/26 | Units1to32  | 385.00 | 01/01/26 | To be Issued |

### Maintenance Fund

The annual maintenance levy fees for Lot 2 are **60.00 per annum** commencing on 1 April 2025. Levies for this plan are raised over **4 periods**

| Period               | Cost Centre | Amount | Due Date | Status       |
|----------------------|-------------|--------|----------|--------------|
| 01/04/25 to 30/06/25 | Units1to32  | 15.00  | 02/04/25 | Paid         |
| 01/07/25 to 30/09/25 | Units1to32  | 15.00  | 02/07/25 | Paid         |
| 01/10/25 to 31/12/25 | Units1to32  | 15.00  | 02/10/25 | Paid         |
| 01/01/26 to 31/03/26 | Units1to32  | 15.00  | 01/01/26 | To be Issued |

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025  
For Plan No. PS408486W - Lot 2

## 4. CURRENT LEVY POSITION FOR LOT 2

| Fund             | Balance     | Paid To          |
|------------------|-------------|------------------|
| Administrative   | 0.00        | 31 December 2025 |
| Maintenance Fund | 0.00        | 31 December 2025 |
| <b>BALANCE</b>   | <b>0.00</b> |                  |

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 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 9 September 2025:

| Account / Fund                                 | Amount             |
|------------------------------------------------|--------------------|
| Administrative Fund                            | 10,979.25          |
| Maintenance Fund                               | 18,919.80          |
| Investment Account                             | 6,188.80           |
| <b>TOTAL FUNDS HELD AS AT 9 SEPTEMBER 2025</b> | <b>\$36,087.85</b> |

## 8. INSURANCE

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

### Policy

|                   |                                   |
|-------------------|-----------------------------------|
| Policy No.        | HU0022465                         |
| Expiry Date       | 11-August-2026                    |
| Insurance Company | CHU Underwriting Agencies Pty Ltd |
| Broker            | Resolute Property Protect Pty Ltd |
| Premium           | 30759.37                          |

### Cover Type

|                                               |              |
|-----------------------------------------------|--------------|
| Damage (i.e. Building) Policy                 | \$19,000,000 |
| Fidelity Guarantee Insurance                  | \$250,000    |
| Property, Death and Injury (Public Liability) | \$30,000,000 |
| Voluntary Workers Insurance                   | \$300,000    |

## 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.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025  
For Plan No. PS408486W - Lot 2

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 12. AGREEMENTS TO PROVIDE SERVICES

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

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

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

## 16. PROFESSIONAL MANAGER DETAILS

|                     |                                                                                      |
|---------------------|--------------------------------------------------------------------------------------|
| Name of Manager:    | Ace Body Corporate (Croydon & Dandenong)                                             |
| ABN / ACN:          | 12 620 938 114                                                                       |
| Address of Manager: | P.O. Box 4338 Doncaster Heights 3109                                                 |
| Telephone:          | 0398559905                                                                           |
| Facsimile:          |                                                                                      |
| E-mail Address:     | <a href="mailto:outereastern@acebodycorp.com.au">outereastern@acebodycorp.com.au</a> |

## 17. ADDITIONAL INFORMATION

Nil.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025  
For Plan No. PS408486W - Lot 2

## SIGNING

The common seal of Plan No. PS408486W, 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.

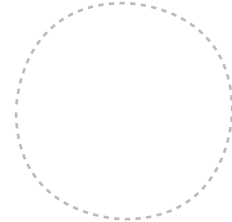
*Zena Selvalogan*

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109



Common Seal  
of Owners Corporation

09/09/2025

Date



## Ace Body Corporate Management (Croydon & Dandenong)

Franchise: Rayena Pty Ltd t/a Ace Body Corporate Management (Croydon & Dandenong)

Phone: 03 9855 9905

Postal: PO Box 4338, Doncaster Heights VIC 3109

Email: [outereastern@acebodycorp.com.au](mailto:outereastern@acebodycorp.com.au)

ABN: 12 620 938 114

*Professional Personal Service*

[www.acebodycorp.com.au](http://www.acebodycorp.com.au)

NOH Group

9th September 2025

Dear NOH Group

**Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS408486W**

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS408486W dated 9th September 2025. 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 [outereastern@acebodycorp.com.au](mailto:outereastern@acebodycorp.com.au). Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

*Zena Selvalogan*

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109

09/09/2025

Date

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **What is an Owners Corporation?**

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

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

## **How are decisions made by an Owners Corporation?**

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

## **Owners Corporation rules**

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

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

## **Lot entitlement and lot liability**

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

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

## **Further information**

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

## **Management of an Owners Corporation**

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

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

Created at 26 August 2025 12:33 PM

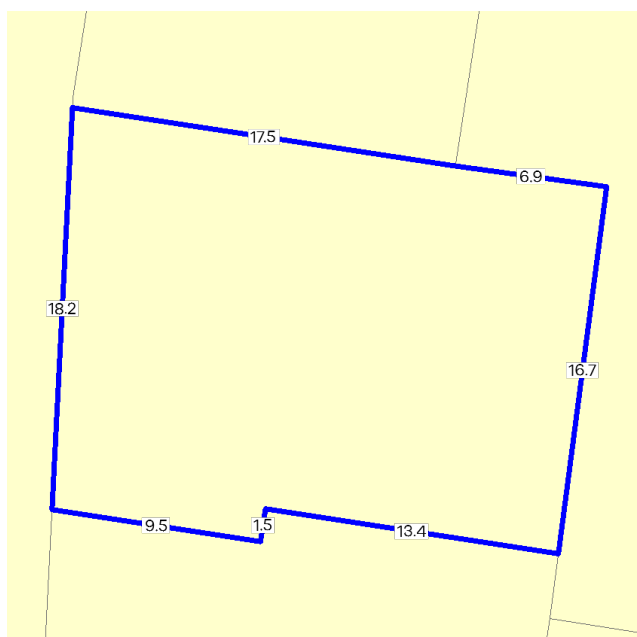
## PROPERTY DETAILS

Address: **2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802**  
Lot and Plan Number: **Lot 2 PS408486**  
Standard Parcel Identifier (SPI): **2\PS408486**  
Local Government Area (Council): **CASEY**  
Council Property Number: **66212**  
Directory Reference: **Melway 91 E4**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 409 sq. m

**Perimeter:** 84 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## 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: **NARRE WARREN NORTH**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



Selected Property

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 August 2025 12:34 PM

## PROPERTY DETAILS

Address: **2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802**  
Lot and Plan Number: **Lot 2 PS408486**  
Standard Parcel Identifier (SPI): **2\PS408486**  
Local Government Area (Council): **CASEY**  
Council Property Number: **66212**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 91 E4**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

[Planning Scheme - Casey](#)

## 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: **NARRE WARREN NORTH**

## OTHER

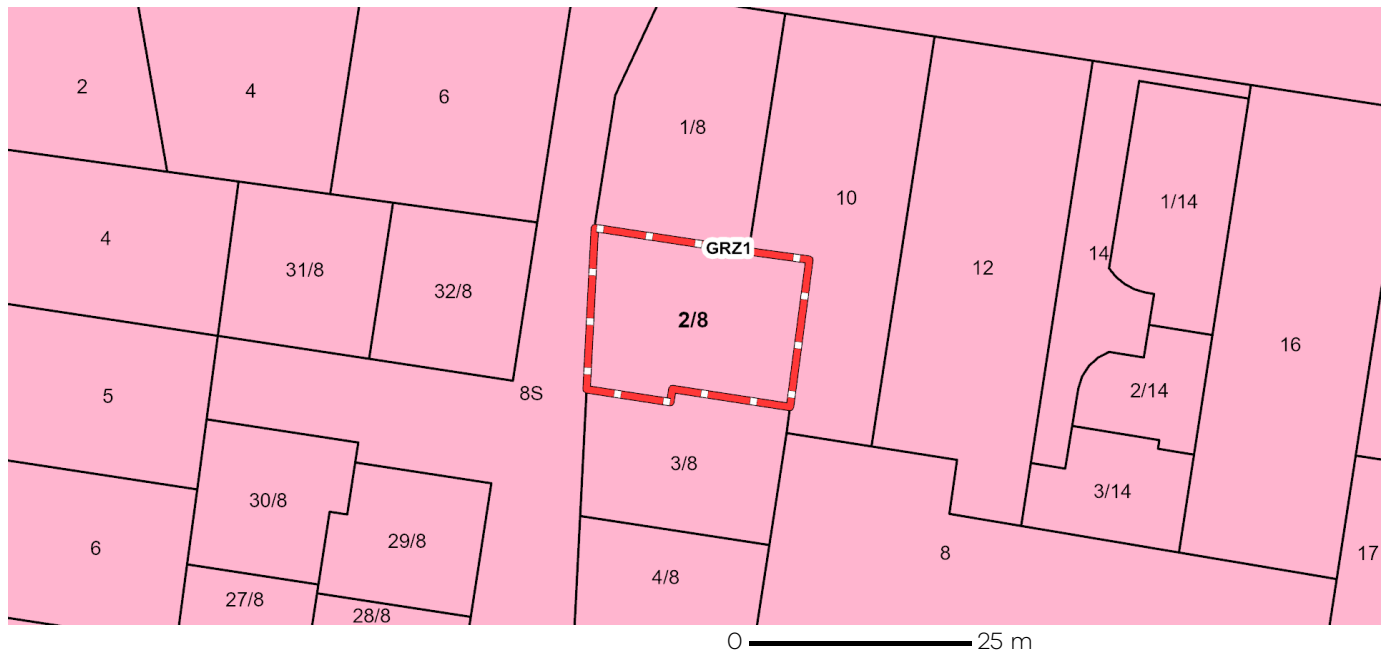
Registered Aboriginal Party: **Bunurong Land Council**  
**Aboriginal Corporation**  
**Fire Rescue Victoria & Country**  
**Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



**GRZ - General Residential**

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

## Planning Overlays

No planning overlay found

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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: 2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802

Page 1 of 3

## Further Planning Information

Planning scheme data last updated on 22 August 2025.

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 affect 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.maps.vic.gov.au/vicplan>

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

## 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 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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> 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 \(environment.vic.gov.au\)](#)

## CASEY PLANNING SCHEME

**32.08**  
31/03/2025  
VC267

### GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

#### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

**32.08-1**  
27/03/2017  
VC110

#### Neighbourhood character objectives

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

**32.08-2**  
14/01/2025  
VC237

#### Table of uses

##### Section 1 - Permit not required

| Use                                                             | Condition                                                                                                                                                                                                                           |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Automated collection point                                      | Must meet the requirements of Clause 52.13-3 and 52.13-5.<br><br>The gross floor area of all buildings must not exceed 50 square metres.                                                                                            |
| Bed and breakfast                                               | No more than 10 persons may be accommodated away from their normal place of residence.<br><br>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.   |
| Community care accommodation                                    | Must meet the requirements of Clause 52.22-2.                                                                                                                                                                                       |
| Domestic animal husbandry (other than Domestic animal boarding) | Must be no more than 2 animals.                                                                                                                                                                                                     |
| Dwelling (other than Bed and breakfast)                         |                                                                                                                                                                                                                                     |
| Home based business                                             |                                                                                                                                                                                                                                     |
| Informal outdoor recreation                                     |                                                                                                                                                                                                                                     |
| Medical centre                                                  | The gross floor area of all buildings must not exceed 250 square metres.<br><br>Must not require a permit under Clause 52.06-3.<br><br>The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. |

## CASEY PLANNING SCHEME

| Use                            | Condition                                                                                                                                                                                                                                        |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of worship               | The gross floor area of all buildings must not exceed 250 square metres.<br><br>The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.                                                                     |
| Racing dog husbandry           | Must be no more than 2 animals.                                                                                                                                                                                                                  |
| Railway                        |                                                                                                                                                                                                                                                  |
| Residential aged care facility |                                                                                                                                                                                                                                                  |
| Rooming house                  | Must meet the requirements of Clause 52.23-2.                                                                                                                                                                                                    |
| Small second dwelling          | Must be no more than one dwelling existing on the lot.<br><br>Must be the only small second dwelling on the lot.<br><br>Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling. |
| Tramway                        |                                                                                                                                                                                                                                                  |
| Any use listed in Clause 62.01 | Must meet the requirements of Clause 62.01.                                                                                                                                                                                                      |

### Section 2 - Permit required

| Use                                                                                                                                          | Condition                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)   |                                                                                              |
| Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry) |                                                                                              |
| Car park                                                                                                                                     | Must be used in conjunction with another use in Section 1 or 2.                              |
| Car wash                                                                                                                                     | The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. |
| Convenience restaurant                                                                                                                       | The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. |
| Convenience shop                                                                                                                             |                                                                                              |
| Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met                                      | Must be no more than 5 animals.                                                              |

## CASEY PLANNING SCHEME

| Use                                                                                                                                     | Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Food and drink premises (other than Convenience restaurant and Take away food premises)                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Grazing animal production                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Leisure and recreation (other than Informal outdoor recreation and Motor racing track)                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Market                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Office (other than Medical centre)                                                                                                      | The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.                                                                                                                                                                                                                                                                                                         |
| Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship) |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Plant nursery                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)                                        | The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.                                                                                                                                                                                                                                                                                                         |
| Service station                                                                                                                         | <p>The site must either:</p> <ul style="list-style-type: none"> <li>▪ Adjoin a commercial zone or industrial zone.</li> <li>▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"> <li>▪ 3000 square metres.</li> <li>▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul> |
| Store                                                                                                                                   | Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.                                                                                                                                                                                                                                                                              |
| Take away food premises                                                                                                                 | The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.                                                                                                                                                                                                                                                                                                                                                              |
| Utility installation (other than Minor utility installation and Telecommunications facility)                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Any other use not in Section 1 or 3                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

### Section 3 – Prohibited

#### Use

Amusement parlour

Animal production (other than Grazing animal production)

Animal training

Cinema based entertainment facility

Domestic animal boarding

Extractive industry

Horse husbandry

Industry (other than Automated collection point and Car wash)

Motor racing track

Nightclub

Saleyard

Small second dwelling – if the Section 1 condition is not met

Transport terminal

Warehouse (other than Store)

### Subdivision

#### Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.

**32.08-3**  
14/12/2023  
VC253

## CASEY PLANNING SCHEME

- Should meet all of the standards included in the clauses specified in the following table.

| Class of subdivision | Objectives and standards to be met                                                     |
|----------------------|----------------------------------------------------------------------------------------|
| 60 or more lots      | All except Clause 56.03-5.                                                             |
| 16 – 59 lots         | All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.                   |
| 3 – 15 lots          | All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6. |
| 2 lots               | Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.                        |

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

| Class of application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Information requirements and decision guidelines |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"><li>▪ The area of either lot is reduced by less than 15 percent.</li><li>▪ The general direction of the common boundary does not change.</li></ul>                                                                                                                                                                                                                                                          | Clause 59.01                                     |
| Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"><li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li><li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li></ul> | Clause 59.02                                     |
| Subdivide land into 2 lots if: <ul style="list-style-type: none"><li>▪ The construction of a building or the construction or carrying out of works on the land:<ul style="list-style-type: none"><li>– Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.</li><li>– Has started lawfully.</li></ul></li><li>▪ The subdivision does not create a vacant lot.</li></ul>                                                                                    | Clause 59.02                                     |

**32.08-4**  
14/12/2023  
VC253

## **Construction or extension of a dwelling, small second dwelling or residential building**

### **Minimum garden area requirement**

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

| <b>Lot size</b>     | <b>Minimum percentage of a lot set aside as garden area</b> |
|---------------------|-------------------------------------------------------------|
| 400 - 500 sqm       | 25%                                                         |
| Above 500 - 650 sqm | 30%                                                         |
| Above 650 sqm       | 35%                                                         |

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

**32.08-5**  
14/12/2023  
VC253

## **Construction and extension of one dwelling on a lot**

### **Permit requirement**

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

### **No permit required**

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

## CASEY PLANNING SCHEME

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

| Class of application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Information requirements and decision guidelines |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"><li>▪ A3 Street setback.</li><li>▪ A10 Side and rear setbacks.</li><li>▪ A11 Walls on boundaries.</li><li>▪ A12 Daylight to existing windows.</li><li>▪ A13 North-facing windows.</li><li>▪ A14 Overshadowing open space.</li><li>▪ A15 Overlooking.</li></ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p> | Clause 59.14                                     |
| Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Clause 59.03                                     |

**32.08-6**  
14/12/2023  
VC253

### Construction and extension of a small second dwelling on a lot

#### Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

| Class of application                                                                                                                                                                                                                                                                                                                                          | Information requirements and decision guidelines |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"><li>▪ A3 Street setback.</li><li>▪ A9 Building setback.</li><li>▪ A9.1 Safety and accessibility.</li><li>▪ A10 Side and rear setbacks.</li></ul> | Clause 59.14                                     |

## CASEY PLANNING SCHEME

### Class of application

### Information requirements and decision guidelines

- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

**32.08-7**  
31/03/2025  
VC267

## Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

### Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

### Class of application

### Information requirements and decision guidelines

Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building. Clause 59.03

## CASEY PLANNING SCHEME

### Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**32.08-8**  
31/03/2025  
VC267

### Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

**32.08-9**  
14/12/2023  
VC253

### Residential aged care facility

#### Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

**32.08-10**  
14/12/2023  
VC253

### Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

## CASEY PLANNING SCHEME

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

| Class of application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Information requirements and decision guidelines |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"><li>▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or</li><li>▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and</li><li>▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:<ul style="list-style-type: none"><li>– A10 Side and rear setbacks.</li><li>– A11 Walls on boundaries.</li><li>– A12 Daylight to existing windows.</li><li>– A13 North-facing windows.</li><li>– A14 Overshadowing open space.</li><li>– A15 Overlooking.</li></ul></li></ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p> | <p>Clause 59.04</p>                              |

**32.08-11**  
14/12/2023  
VC253

### Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

## CASEY PLANNING SCHEME

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

### **Building height if land is subject to inundation**

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

**32.08-12**  
31/03/2025  
VC267

### **Application requirements**

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the neighbourhood and site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

## CASEY PLANNING SCHEME

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

**32.08-13**  
31/03/2025  
VC267

### **Exemption from notice and review**

#### **Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

#### **Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

An application under clause 32.08-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

**32.08-14**  
31/03/2025  
VC267

### **Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

#### **General**

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

#### **Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

#### **Dwellings, small second dwellings and residential buildings**

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

#### **Non-residential use and development**

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.

## CASEY PLANNING SCHEME

- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

### 32.08-15

14/12/2023  
VC253

#### Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

### 32.08-16

14/12/2023  
VC253

#### Transitional provisions

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

02/12/2022  
C259case

**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ1** .

**GENERAL RESIDENTIAL ZONE**

**1.0**  
02/12/2022  
C259case

**Neighbourhood character objectives**

None specified.

**2.0**  
26/04/2024  
VC252

**Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement**

**Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?**

No

**3.0**  
02/04/2025  
VC276

**Requirements of Clause 54 and Clause 55**

|                               | Standard     | Requirement    |
|-------------------------------|--------------|----------------|
| <b>Minimum street setback</b> | A3           | None specified |
|                               | B2-1         | None specified |
| <b>Site coverage</b>          | A5           | None specified |
|                               | B2-5         | None specified |
| <b>Permeability</b>           | A6           | None specified |
| <b>Side and rear setbacks</b> | A10          | None specified |
| <b>Walls on boundaries</b>    | A11          | None specified |
| <b>Private open space</b>     | A17          | None specified |
|                               | B3-5         | None specified |
| <b>Front fence height</b>     | A20 and B2-8 | None specified |

**4.0**  
26/04/2024  
VC252

**Maximum building height requirement for a dwelling, small second dwelling or residential building**

None specified.

**5.0**  
26/04/2024  
VC252

**Application requirements**

None specified.

**6.0**  
26/04/2024  
VC252

**Decision guidelines**

None specified.



## CERTIFICATE OF COMPLETION

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### Document Details

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