

**OSM KING DEVELOPMENTS PTY LTD (ACN 636 658 887)**

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**Property:**  
**12/43-51 King Street Airport West 3042**

**Zervos Lawyers**  
Suite 405, Level 4, 9-11 Claremont Street  
SOUTH YARRA VIC 3141

Tel: 9865 8900  
Contact: Jo McCutcheon  
Ref: NZ/JM/231028

# CONTRACT OF SALE OF LAND

(August 2019)

**Property Address: 12/43-51 King Street Airport West 3042**

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**Cooling-off Period** (Section 31, 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of 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.

# 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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing 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 \_\_\_\_\_ / \_\_\_\_\_ / 2023

Print name of  
person signing: \_\_\_\_\_

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney): \_\_\_\_\_

Print name of  
person signing: \_\_\_\_\_

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney): \_\_\_\_\_

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 \_\_\_\_\_ / \_\_\_\_\_ / 2023

**OSM King Developments Pty Ltd (ACN 636 658 887)**

Print name of  
person signing: \_\_\_\_\_

State nature of authority  
(eg. director): \_\_\_\_\_

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

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: **CVA Property Consultants - Melbourne**  
Address: **18-20 Russell Street Melbourne 3000**  
Email: **luca.angelico@cva.melbourne**  
Phone: \_\_\_\_\_ Mob: **0447 772 782** Fax: \_\_\_\_\_ Ref: **Luca Angelico**

## VENDOR

Name: **OSM KING DEVELOPMENTS PTY LTD (ACN 636 658 887)**  
Address: **Factory 1, 23-27 Moore Road Airport West 3042**

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **Zervos Lawyers**  
Address: **Suite 405, Level 4, 9-11 Claremont Street, South Yarra 3141**  
Email: **jmccutcheon@zervoslawyers.com.au**  
Phone: **9865 8900** Mob: \_\_\_\_\_ Ref: **Jo McCutcheon** **NZ/JM/231028**

## PURCHASER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## LAND (general conditions 7 and 13)

The land is described below:

Certificate of Title Reference	being lot	on plan
Volume 12488	Folio 896	12
		PS847085Q

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: **12/43-51 King Street Airport West 3042**

## GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

**all fixtures and fittings as inspected**

**PAYMENT**

Price	\$	_____	
Deposit	\$	_____	10% on the signing hereof
Balance	\$	_____	plus GST on the price is 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 condition 17 & 26.2)  
**is due**

**LEASE** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked.

**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:  
(or another lender chosen by the purchaser)

Lender: \_\_\_\_\_

Loan Amount: no more than \$ \_\_\_\_\_ Approval Date: / /

**BUILDING REPORT**

General condition 21 applies only if the box is checked

**PEST REPORT**

General condition 22 applies only if the box is checked

**GST WITHHOLDING NOTICE**

Purchaser must make a GST Withholding Payment:  No  Yes  
(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**GST Withholding Payment Details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor  
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

**SCHEDULE**

Vendor: OSM King Developments Pty Ltd of Factory 1, 23-27 Moore Road Airport West 3042

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2023.

Signed sealed and delivered )  
by ) .....  
in the presence of: )

.....

Signed sealed and delivered )  
by ) .....  
in the presence of: )

.....



## **SPECIAL CONDITIONS**

### **1. PURCHASER'S WARRANTY**

- 1.1** In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the purchaser hereby warrants that it has, where required by law, obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975*.
- 1.2** The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

### **2. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS**

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

### **3. PROPERTY CONDITION**

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

(a) the condition or state of repair of the property;

(b) any defect whether latent or patent; or

(c) any non-compliance of the improvements or any alterations or additions thereto with the provisions of the *Local Government Act 1989 (Vic)*, the *Building Act 1993 (Vic)* or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities.

### **4. NO WARRANTIES**

It is hereby agreed between the parties that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his agent except such as are made conditions of this Contract.

### **5. LAND TAX**

Notwithstanding any provision contained in this Contract to the contrary, the parties agree that land tax will be adjusted on the proportional land tax amounts shown on the Property Clearance Certificate included in the Vendor Statement.

### **6. ADJUSTMENTS**

In the event that Moonee Valley Council has not rated the Lots separately as at the date of settlement then an adjustment of the rates between vendor and purchaser will be made on the basis of lot liability.

In addition to an adjustment of the owners corporation administration fee the purchaser is also required to adjust the supplementary levy which was raised to pay for the initial insurance premium.

**7. DIRECTORS GUARANTEE**

If the purchaser shall be or includes a company, the vendor requires the directors of the purchaser company to sign the Guarantee annexed to this Contract.

# GENERAL CONDITIONS

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 in the header 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## **10. TRANSFER & DUTY**

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

## **11. RELEASE OF SECURITY INTEREST**

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

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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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 10.00a.m. and 4.00p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and 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 obligations will not merge on settlement.

### 27. SERVICE

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

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **32. BREACH**

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

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

## **DEFAULT**

### **33. INTEREST**

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

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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## **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines & Requirements**

The Committee has been established to decide disputes relating to property law matters. Where one party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner<sup>1</sup>.

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* parties and referring legal practitioners and *must* include:

- 1.1 **A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.**
- 1.2 **The *issues for resolution*, based upon the *agreed facts*, to be decided by the Committee.**
- 1.3 **Complete and legible copies of all relevant documents.**
- 1.4 **Applications for disputes to be decided by the Committee shall include a signed agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any questions of law or practice.**

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

**An administration fee of \$100.00 for *each* referring legal practitioner must be paid to the Law Institute when the application is lodged.**

The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right:-

- (i) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

---

<sup>1</sup> Note: in circumstances where a legal practitioner (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

# **VENDOR'S STATEMENT PURSUANT TO 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.*

**VENDOR**            **OSM KING DEVELOPMENTS PTY LTD (ACN 636 658 887)**

**PROPERTY**        **12/43-51 KING STREET AIRPORT WEST 3042**

## **1. FINANCIAL MATTERS**

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

- (a) Are contained in the attached certificates.
- (b) 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 of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

### **1.3 Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

Not applicable.

### **1.4 Sale Subject to Mortgage**

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

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 the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.



## 2.2 **Owner-Builder**

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

Not applicable.

## 3. **LAND USE**

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

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

### 3.2 **Road Access**

There is access to the property by road.

### 3.3 **Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

### 3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

## 4. **NOTICES**

### 4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Nil.

### 4.2 **Agricultural Chemicals**

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

Nil.

### 4.3 **Compulsory Acquisition**

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

Nil.

**5. BUILDING PERMITS**

Particulars of any building permits issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land) – refer to the Building Approvals Certificate attached

**6. OWNERS CORPORATION**

Attached is a current owners corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006* together with copies of the documents specified in section 151(4)(b)(i) and (iii) of that Act.

**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**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

**7.2 GAIC Recording**

The land is not affected by the GAIC.

**8. SERVICES**

The following services are **not** connected to the land:

telephone and gas

**9. TITLE**

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a “diagram location” in the Statement that identifies the land and its location.

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**11. 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 the 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.*

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

Date of this Statement: 11/10/2023 .....

Signed for and on behalf of the vendor: .....  
DocuSigned by:  
Dimitrios Sikavitsas  
E7A8E9A8P8AD78439.....

Dimitrios Sikavitsas - Director of OSM King Developments Pty Ltd

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

Date of this Acknowledgment: ...../...../.....

Signature of the purchaser: .....



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 2

VOLUME 12488 FOLIO 896

Security no : 124109498799U  
Produced 03/10/2023 05:24 PM

**LAND DESCRIPTION**

Lot 12 on Plan of Subdivision 847085Q.  
PARENT TITLES :  
Volume 09463 Folio 161      Volume 10901 Folio 316  
Created by instrument PS847085Q 11/07/2023

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
OSM KING DEVELOPMENTS PTY LTD of FACTORY 1 23-27 MOORE ROAD AIRPORT WEST VIC  
3042  
PS847085Q 11/07/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AV454436X 23/03/2022  
NATIONAL AUSTRALIA BANK LTD

COVENANT as to part 1499739

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 PS847085Q FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS847085Q (B)	PLAN OF SUBDIVISION	Registered	11/07/2023

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

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

Street Address: UNIT 12 43-51 KING STREET AIRPORT WEST VIC 3042

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 11/07/2023

**OWNERS CORPORATIONS**



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

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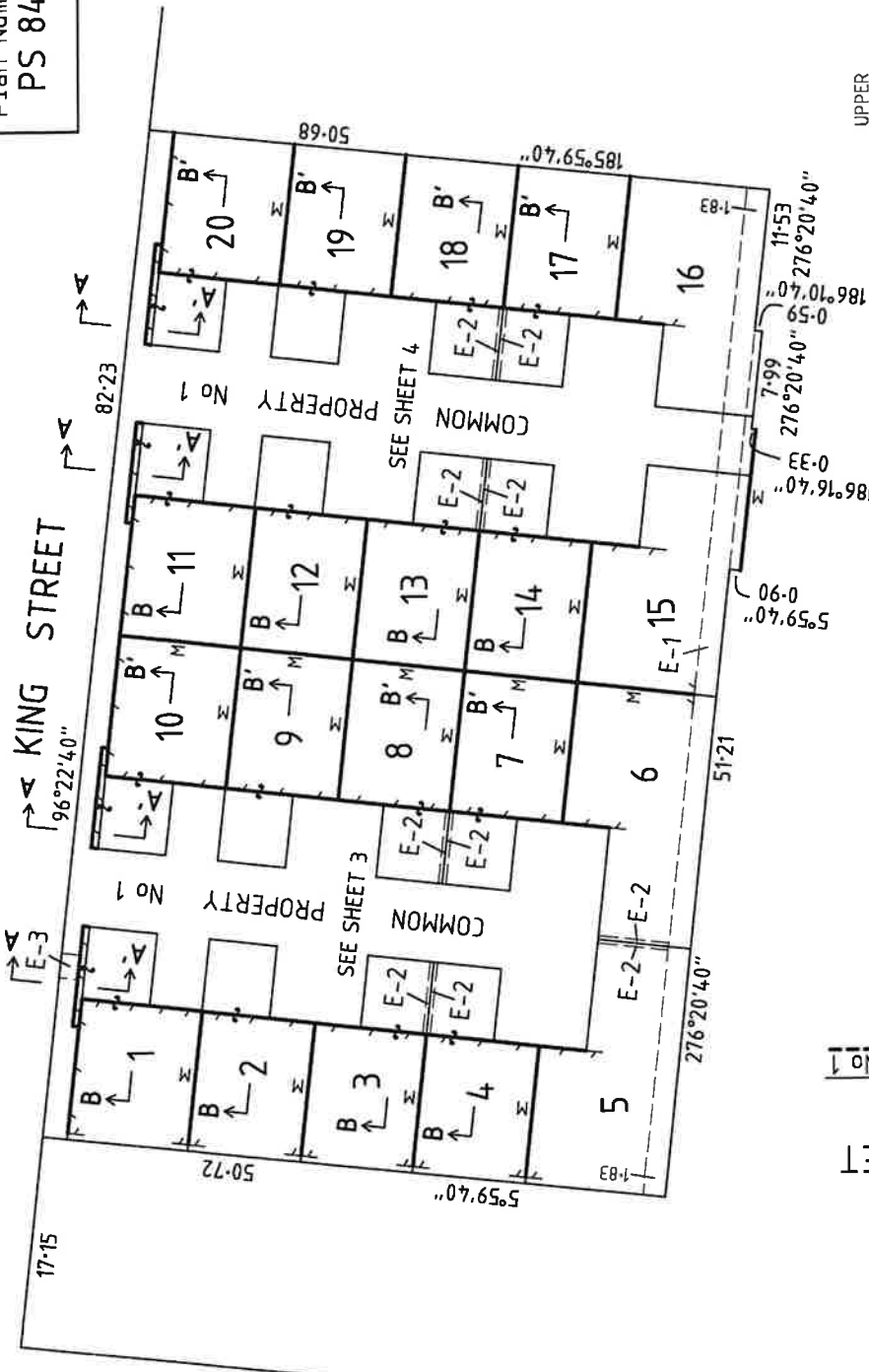
Page 2 of 2

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS847085Q

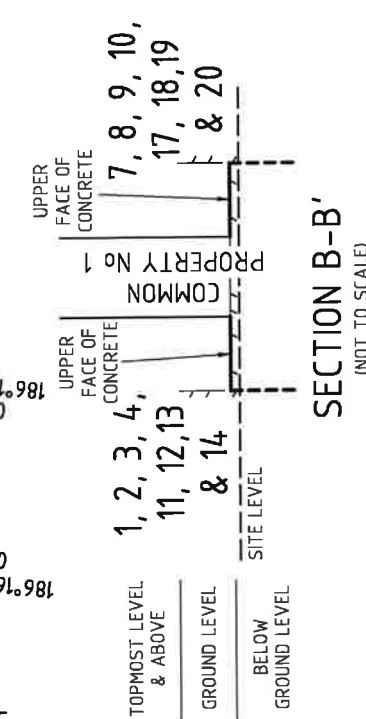
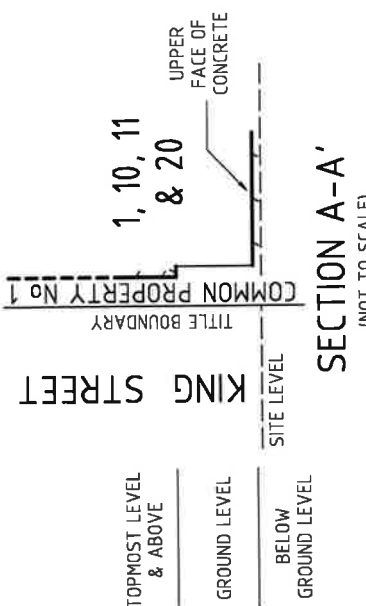
DOCUMENT END

PLAN OF SUBDIVISION		EDITION 1	PS 847085Q	
<b>Location of Land</b> <b>Parish:</b> DOUTTA GALLA <b>Township:</b> <b>Section:</b> 22 <b>Crown Allotment:</b> F (PART) <b>Crown Portion:</b>  <b>Title References:</b> VOL 9463 FOL 161 VOL 10901 FOL 316  <b>Last Plan Reference:</b> LOTS 1, 2 & 3 ON TP209058R & LOT 2 ON PS537070J  <b>Postal Address:</b> 43-51 KING STREET AIRPORT WEST 3042  <b>MGA2020 Co-ordinates:</b> E 313 765 (Of approx. centre of plan) N 5 822 745 Zone 55		Council Name: Moonee Valley City Council  Council Reference Number: S/138/2021 Planning Permit Reference: MV/635/2021 SPEAR Reference Number: S179926M  <b>Certification</b> This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Jeff Owen for Moonee Valley City Council on 27/06/2023  <b>Statement of Compliance</b> issued: 28/06/2023		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 - 20  BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-  MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES  HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT FLOORS, WALLS, DOORS AND WINDOWS IS CONTAINED IN THAT PARCEL  LOTS 5, 6, 15 & 16 ARE UNLIMITED IN HEIGHT AND DEPTH		
NIL	NIL			
<b>Depth Limitation:</b> DOES NOT APPLY  <b>Staging</b> This is not a staged subdivision Planning Permit No.				
<b>Survey:</b> - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). PM696 In proclaimed Survey Area no.		<p style="font-size: 0.8em;">LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS  FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE,  RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION  SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION  AND IF APPLICABLE, OWNERS CORPORATION RULES</p>		
Easement Information				
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 SET ASIDE IN PS537070J APPLY TO THE LAND IN LOT 2 ON PS537070J SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP9053	LOTS ON LP9053
E-1	DRAINAGE	1.83	THIS PLAN	MOONEE VALLEY CITY COUNCIL
E-2	PARTY WALL	0.10	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
E-3	SEWERAGE	2	THIS PLAN	GREATER WESTERN WATER CORPORATION
<b>PRIOR &amp; KELLY PTY LTD</b> A.B.N. 95 076 725 892 936 HIGH STREET RESERVOIR 3073 TEL: (03) 9478 6044 E-MAIL: surveyor@prikorkelly.com.au		REF 13746	(29/05/2023) MC	ORIGINAL SHEET SIZE: A3
		Digitally signed by: Michael Chionna, Licensed Surveyor, Surveyor's Plan Version (9), 29/05/2023, SPEAR Ref: S179926M		SHEET 1 OF 4 SHEETS  PLAN REGISTERED TIME: 4:32pm DATE: 11 / 7 / 2023 Rod Speer Assistant Registrar of Titles

Plan Number  
PS 847085Q



MGA2020 ZONE 55  
SUBTRACT 7°02'40" FOR FOLIO



**PRIOR & KELLY PTY LTD**  
A.B.N. 95 076 725 892  
936 HIGH STREET RESERVOIR 3073  
TEL: (03) 9478 6044  
E-MAIL: surveyor@prior-kelly.com.au

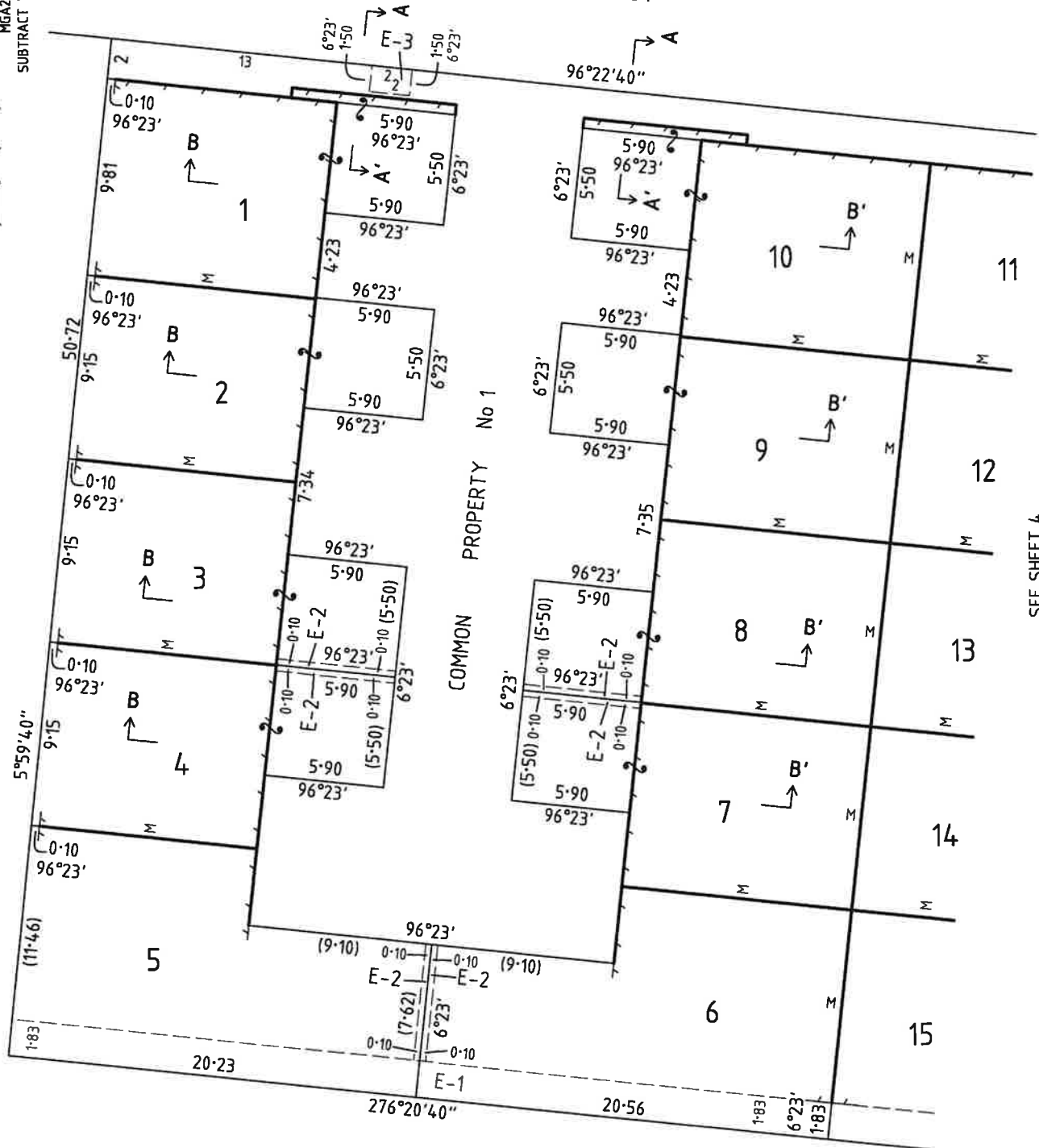
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Surveyor's Plan Version (9),  
29/05/2023, SPEAR Ref: S179926M

REF 13746 ORIGINAL SHEET SIZE: A3 SHEET 2  
Digitally signed by: Moonee Valley City Council,  
27/06/2023,  
SPEAR Ref: S179926M

Plan Number  
PS 847085Q

MGA2020 ZONE 55  
SUBTRACT 7'02'40" FOR FOLIO

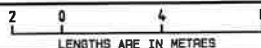
KING STREET



SEE SHEET 4

**PRIOR & KELLY PTY LTD**  
A.B.N. 95 076 725 892  
936 HIGH STREET RESERVOIR 3073  
TEL: (03) 9478 6044  
E-MAIL: surveyor@priorkelly.com.au

SCALE  
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REF 13746

ORIGINAL SHEET  
SIZE: A3

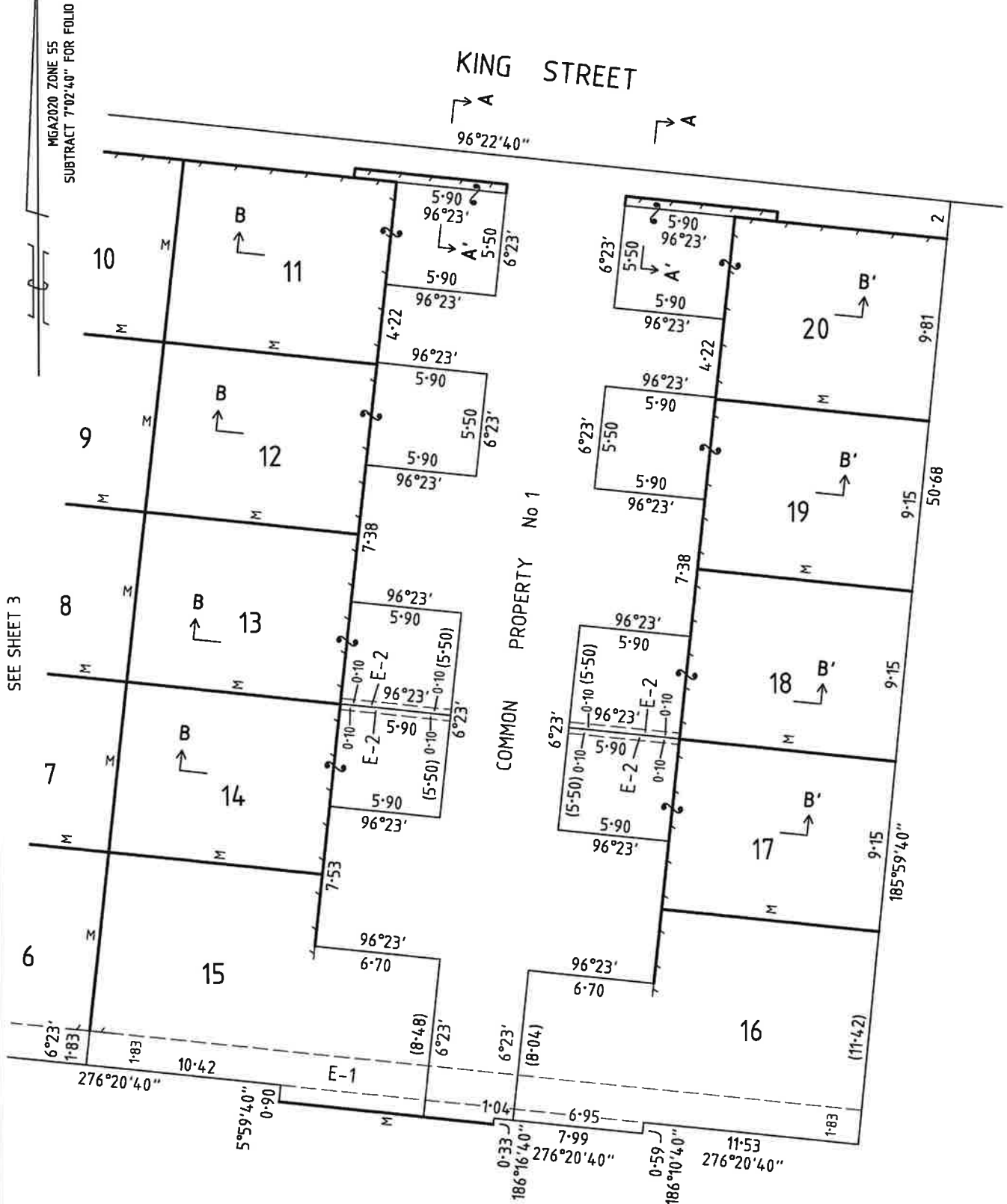
SHEET 3

Digitally signed by: Michael Chionna, Licensed Surveyor,  
Surveyor's Plan Version (9),  
29/05/2023, SPEAR Ref: S179926M

Digitally signed by:  
Moonee Valley City Council,  
27/06/2023,  
SPEAR Ref: S179926M



Plan Number  
PS 847085Q



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SCALE  
1:200

LENGTHS ARE IN METRES

Digitally signed by: Michael Chionna, Licensed Surveyor,  
Surveyor's Plan Version (9),  
29/05/2023, SPEAR Ref: S179926M

REF 13746 ORIGINAL SHEET SIZE: A3 SHEET 4

Digitally signed by:  
Moonee Valley City Council,  
27/06/2023,  
SPEAR Ref: S179926M



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 03/10/2023 05:27:31 PM

**OWNERS CORPORATION 1  
PLAN NO. PS847085Q**

The land in PS847085Q is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 20.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

43-51 KING STREET AIRPORT WEST VIC 3042

OC059325P 11/07/2023

### 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:

OC059325P 11/07/2023

### Notations:

Nil

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	5.06	5.06
Lot 2	4.8	4.8
Lot 3	4.77	4.77
Lot 4	4.75	4.75
Lot 5	5.48	5.48
Lot 6	5.59	5.59



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 03/10/2023 05:27:31 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS847085Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	4.85	4.85
Lot 8	4.85	4.85
Lot 9	4.86	4.86
Lot 10	5.11	5.11
Lot 11	5.11	5.11
Lot 12	4.86	4.86
Lot 13	4.85	4.85
Lot 14	4.85	4.85
Lot 15	5.18	5.18
Lot 16	5.25	5.25
Lot 17	4.9	4.9
Lot 18	4.89	4.89
Lot 19	4.88	4.88
Lot 20	5.11	5.11
<b>Total</b>	<b>100.00</b>	<b>100.00</b>

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.

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3248863

46  
126. 46 126

1499739

FREEHOLD

BERNARD NOLAN

*Title to lodg book 46  
126.*

-VICTORIA-

TRANSFER OF LAND

*£ paid*



*S.D. 1/2*

I THOMAS MICHAEL BURKE of 340 Collins Street Melbourne Auctioneer being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of TWENTY FIVE POUNDS paid to me by SARAH ADELAIDE CHARLOTTE WAKEMAN of 5 Princes Street -- Prahran Married Woman and in consideration of the sum of FIFTY FIVE POUNDS paid to me by ISOBEL WELLS of 9 Summers Street Prahran Married Woman and in further consideration of the sum of SEVENTY FIVE POUNDS paid to the said Sarah Adelaide Charlotte Wakeman by the said Isobel Wells DO HEREBY at the request and by the direction of the said Sarah Adelaide Charlotte Wakeman TRANSFER to the said Isobel Wells All my estate and interest in ALL THAT piece of land being Lot 1579 on Plan of Subdivision lodged in the Office of Titles and Numbered 9053 being part of Crown Allotment F Section Twenty-two Parish of Doutta Galla County of Bourke and the said Isobel Wells for herself her heirs executors administrators and transferees HEREBY COVENANTS with the said Thomas Michael Burke his heirs executors administrators and transferees and the registered proprietor or proprietors for the time being of the land remaining untransferred in Certificate of Title Volume 4777 Folio 955266 that no quarrying operations shall at any time hereafter be carried on in or upon the said Lot and no stone earth clay gravel or sand shall at any time hereafter be carried away or removed from the said Lot except for the purpose of excavating for the foundations of any building to be erected thereon AND it is intended that the above covenant shall be set out as an encumbrance at the foot of the Certificate of

*Red's Blue*  
4777 - 266 Pt  
under an acre

*The easements deemed to be the whole of the Cov. herein*

*SLD  
20/5/32*

*21/5/32*  
*21/5/32*

*21/4/32*



Title to be issued in respect of the land hereby transferred and shall run with the land.

DATED this *Fifteenth* day of *April* *0* thousand nine hundred and thirty-two.

SIGNED within Victoria by the said )  
THOMAS MICHAEL BURKE by his Attorney )  
under Power (File No. 55819) T. M. )  
Burke Proprietary Limited - The )  
Common Seal of T. M. Burke Proprietary )  
Limited was hereunto affixed by the )  
express authority of the Governing )  
Director Thomas Michael Burke and in )  
the presence of :

Thomas Michael Burke  
by his Attorney

*T. M. Burke*  
Governing Director

*[Handwritten initials]*

SIGNED within Victoria by the said )  
SARAH ADELAIDE CHARLOTTE WAKEMAN in )  
the presence of :

SIGNED within Victoria by the said )  
said ISOBEL WELLS in the presence )  
of :

*Isobel Wells.*

*P. V. Branagan*  
*Solicitor*  
*Melbourne*

Encumbrances Referred To

*as to so much of the said land as is colored blue on the*  
~~AS to so much of the said land as is colored blue on the~~  
~~said Plan of Subdivision any easements implied under~~  
*ET SE* ~~Section 212 of Act No. 3791, said plan of subdivision~~  
*any easements implied under Section 212 of*  
*Act No 3791*

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 October 2023 09:31 AM

## PROPERTY DETAILS

Address: **12/43-51 KING STREET AIRPORT WEST 3042**  
 Lot and Plan Number: **Lot 12 PS847085**  
 Standard Parcel Identifier (SPI): **12\PS847085**  
 Local Government Area (Council): **MOONEE VALLEY**  
 Council Property Number: **253507**  
 Planning Scheme: **Moonee Valley**  
 Directory Reference: **Melway 15 K7**

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

[Planning Scheme - Moonee Valley](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **NIDDRIE**

## OTHER

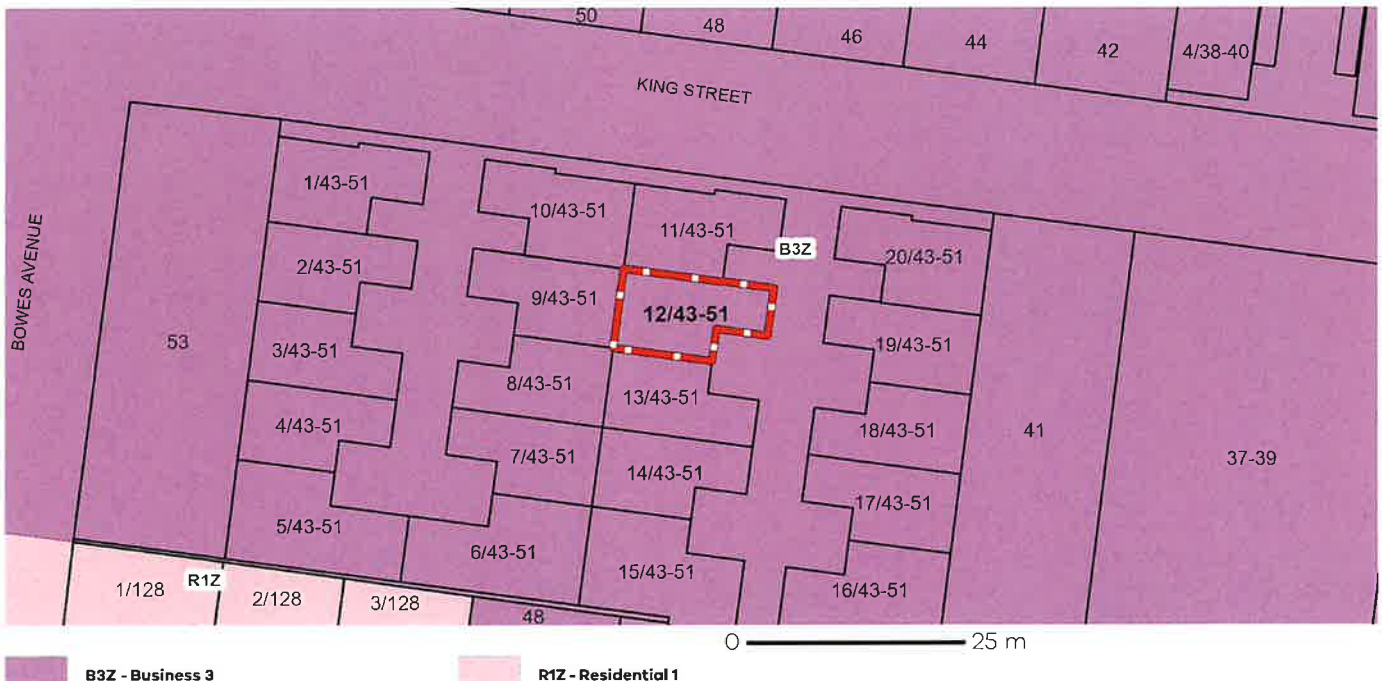
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[COMMERCIAL 2 ZONE \(B3Z\)](#)

[SCHEDULE TO THE COMMERCIAL 2 ZONE \(B3Z\)](#)

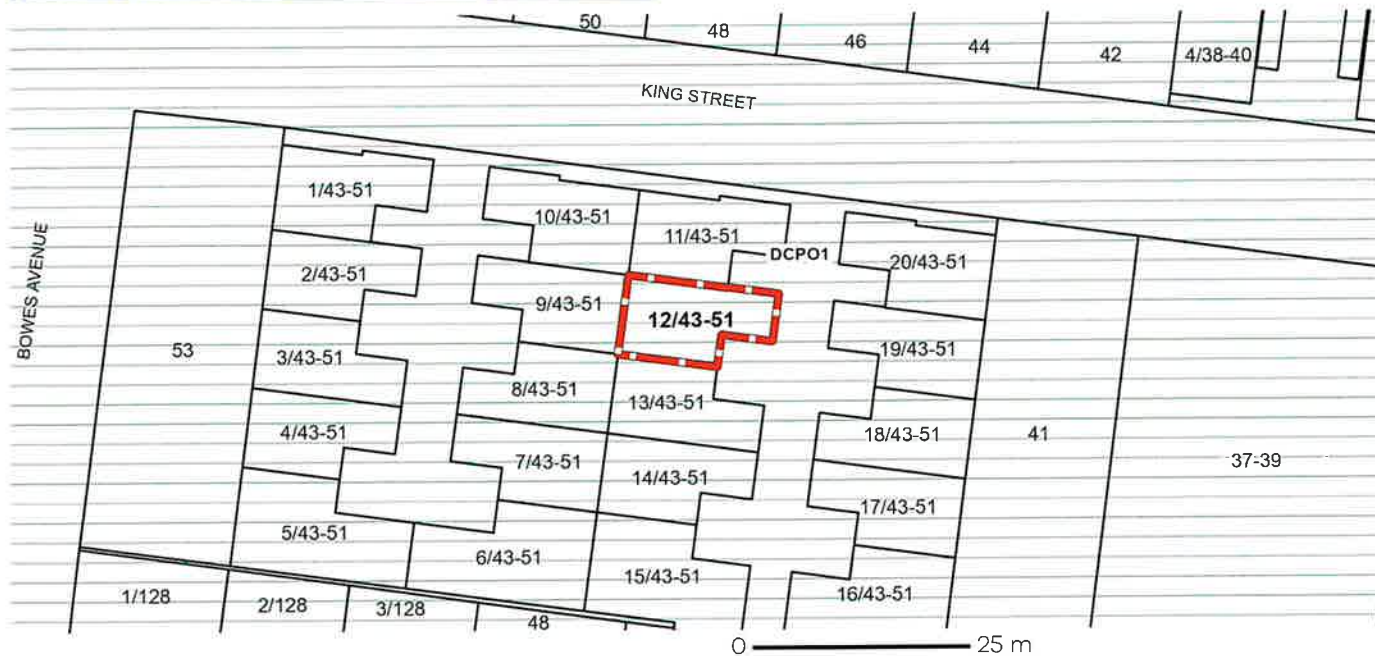


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



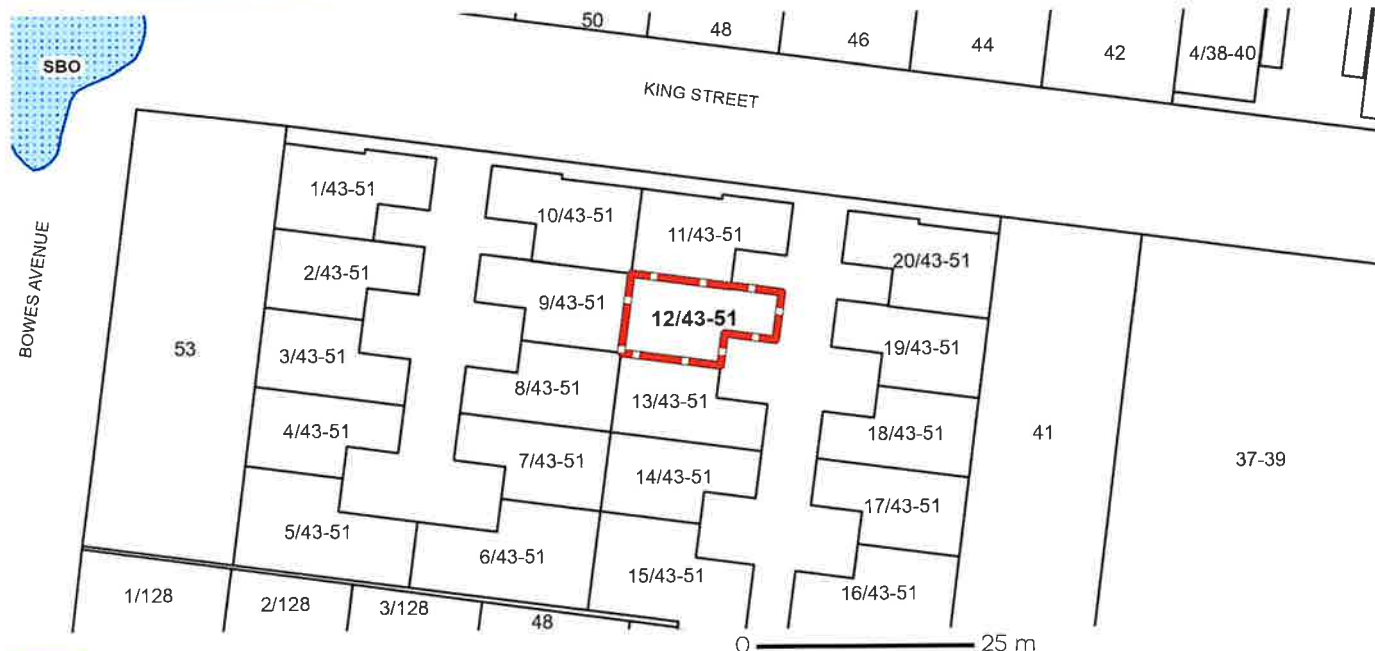
DCPO - Development Contributions Plan Overlay

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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

## Further Planning Information

Planning scheme data last updated on 4 October 2023.

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>

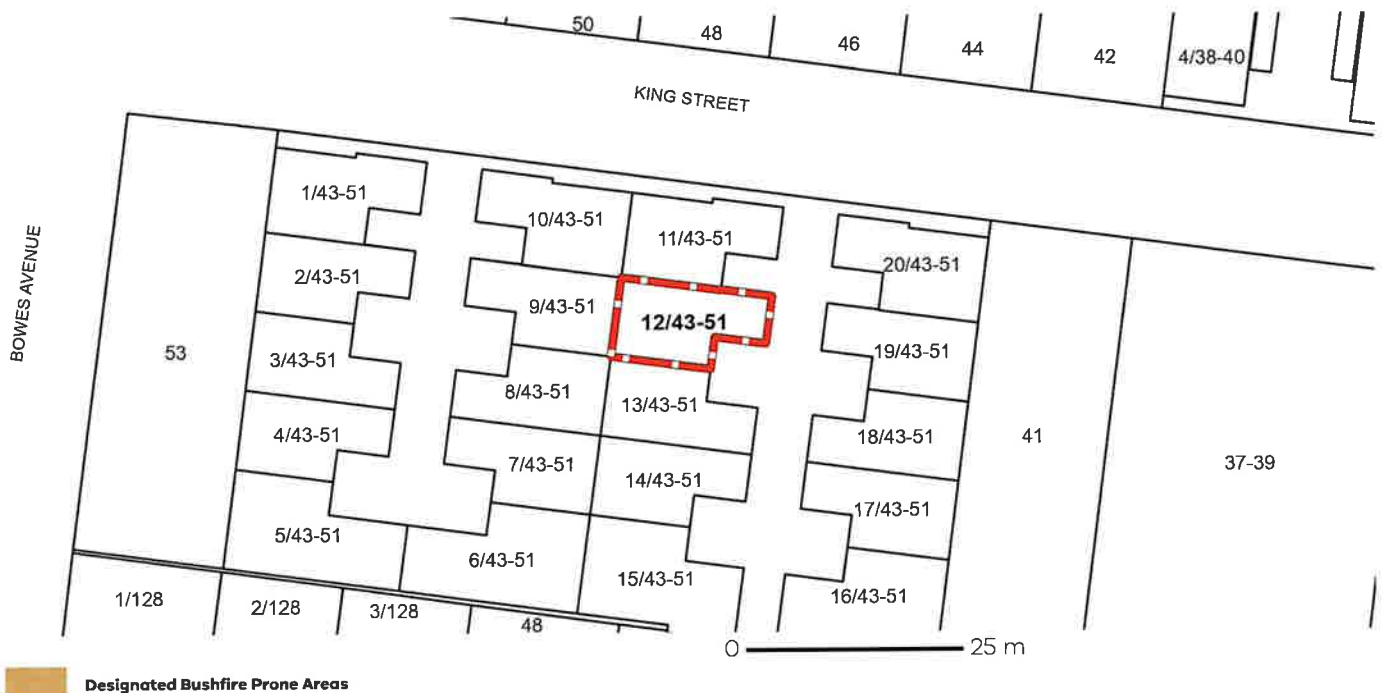


## Designated Bushfire Prone Areas

**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 \(environment.vic.gov.au\)](#)

Date: 20-Jul-2023

Your Ref: 69519362-015-1:93962

LANDATA BY WEBSERVICE GATEWAY  
PO Box 500  
EAST MELBOURNE VIC 8002

**Re: Land Information Certificate (Section 229 LGA 1989)**  
**Certificate No. 113719**

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under *The Local Government Act, 1958, Local Government Act 1989*, or under a Local Law or By Law of the Council. **NB: This Certificate is valid for a period of 90 days from the date of issue.** This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

**Assessment No. 293796-9** Parish of Doutta Galla

**Property Situated** : **43-51 King Street, AIRPORT WEST VIC 3042**

Operation date of valuation is 01-Jul-2023 based on level of value as at 01-Jan-2023.

**SITE VALUE: \$3,200,000**

**CIV: \$3,200,000**

**NAV: \$160,000**

For Rates and Charges please see table on the following page.

Be open | Know your impact | Make it count

**Moonee Valley City Council** 9 Kellaway Avenue Moonee Ponds  
PO Box 126 Moonee Ponds Victoria Australia 3039 | 03 9243 8888 | council@mvcc.vic.gov.au

mvcc.vic.gov.au |    mooneevalleycc

**RATES & CHARGES LEVIED FOR THE 2023/2024 FINANCIAL YEAR**

Certificate Number. **113719**

<p>Rates are levied on the Capital Improved Value (CIV) at either <b>0.00181285</b> cents in the dollar on Residential assessments, OR <b>0.00222981</b> cents in the dollar on Non-Residential assessments for the rating period <b>1 July 2023 to 30 June 2024</b>.</p> <p>Interest charges may be applied on late instalment payments for the amount of the unpaid instalment from the due date of the instalment. <b>Payment in full in February is no longer a Council payment option.</b></p> <p>In accordance with Section 175(1) of the <i>Local Government Act 1989</i>, the purchaser must pay all arrears, interest and legal costs upon settlement.</p> <p><b>General Notation:</b> <b>PLEASE NOTE: THIS PROPERTY HAS NOT BEEN RATED SEPARATELY AT THE PRESENT TIME. IT WILL BE SUBJECT TO A FUTURE SUPPLEMENTARY RATES AND VALUATION. RATES ARE FOR THE ENTIRE PARENT PROPERTY.</b></p>	<p><b><u>BALANCE OUTSTANDING</u></b></p> <table> <tr> <td>General Rates/Municipal Charge</td> <td>7,297.30</td> </tr> <tr> <td>Fire Service Property Levy</td> <td>631.60</td> </tr> <tr> <td>Garbage Charge</td> <td></td> </tr> <tr> <td>Arrears of Rates &amp; Charges:</td> <td>0.00</td> </tr> <tr> <td>Interest on Rates to Date: Arrears – Current</td> <td>0.00</td> </tr> <tr> <td>Legal Costs: Current</td> <td>0.00</td> </tr> <tr> <td>Arrears</td> <td>0.00</td> </tr> <tr> <td>Property Related Debts:</td> <td>0.00</td> </tr> <tr> <td>Property Special Rate/Charge</td> <td>0.00</td> </tr> <tr> <td>Less Payments Received</td> <td>0.00</td> </tr> <tr> <td>Amount Refunded</td> <td>0.00</td> </tr> <tr> <td>Less Rebates</td> <td>0.00</td> </tr> <tr> <td><b>TOTAL RATES &amp; CHARGES DUE:</b></td> <td><b><u>\$7,928.90</u></b></td> </tr> </table> <p><i>LOTS NOT YET RATED SEPARATELY</i></p>	General Rates/Municipal Charge	7,297.30	Fire Service Property Levy	631.60	Garbage Charge		Arrears of Rates & Charges:	0.00	Interest on Rates to Date: Arrears – Current	0.00	Legal Costs: Current	0.00	Arrears	0.00	Property Related Debts:	0.00	Property Special Rate/Charge	0.00	Less Payments Received	0.00	Amount Refunded	0.00	Less Rebates	0.00	<b>TOTAL RATES &amp; CHARGES DUE:</b>	<b><u>\$7,928.90</u></b>
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**Assessment No. 293796-9**

Property Situated : 43-51 King Street, AIRPORT WEST VIC 3042

**Payment Options:**



Billor Code: 93658  
Ref: 2937969



Mail Cheques to:  
Moonee Valley City Council  
PO Box 126  
Moonee Ponds VIC 3039

Be open | Know your impact | Make it count

Moonee Valley City Council 9 Kellaway Avenue Moonee Ponds  
PO Box 126 Moonee Ponds Victoria Australia 3039 | 03 9243 8888 | council@mvcc.vic.gov.au



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 7341 2103

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

LANDATA COUNTER SERVICES

YOUR REF.  
70434653-026-8

SOURCE NO. 99904685210

**PROPERTY:** 12/43-51 KING STREET AIRPORT WEST VIC 3042

## Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of six hundred and six dollars and forty five cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATER NETWORK CHARGE NON RESIDENTIAL	291.62	Quarterly	30/09/2023	67.22	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	496.49	Quarterly	30/09/2023	114.44	0.00
<b>TOTAL</b>	<b>788.11</b>			<b>181.66</b>	<b>0.00</b>

Service charges owing to 30/06/2023 0.00

Service charges owing for this financial year 0.00

Volumetric charges owing to 26/07/2023. 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 606.45

**BALANCE including unbilled service charges** 606.45

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1254 7341 2103



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 7341 2103

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Please note the water meter on this property was last read on 26/07/2023.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 26/07/2023 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.04 per day
Sewerage Disposal Charge	\$0.02 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 26/07/2023 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1254 7341 2103

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

## Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.  
1218 0646 7138

DATE OF ISSUE - 5/10/2023

APPLICATION NO.  
1154260

LANDATA COUNTER SERVICES

YOUR REF.  
70434653-026-8

SOURCE NO. 99904685210

PROPERTY: PREV 43-51 KING STREET AIRPORT WEST VIC 3042

### Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and eighty four dollars and fifty seven cents (CREDIT) is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - NRES	305.44	Quarterly	30/09/2023	76.36	0.00
PARKS SERVICE CHARGES	320.06	Annually	30/06/2024	320.06	0.00
WATER NETWORK CHARGE NON RESIDENTIAL	8.20	Quarterly	10/07/2023	8.20	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	13.96	Quarterly	10/07/2023	13.96	0.00
PRIVATE FIRE SERVICE CONNECTION CHARGE	119.96	Quarterly	30/09/2023	29.99	0.00
<b>TOTAL</b>	<b>767.62</b>			<b>448.57</b>	<b>0.00</b>

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	0.00
Adjustments	-803.62
<b>Current amount outstanding</b>	<b>-803.62</b>
Plus remainder service charges to be billed	319.05
<b>BALANCE including unbilled service charges</b>	<b>-484.57</b>

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1218 0646 7138



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1218 0646 7138

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125473412 is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property 125473412 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

Please note credit balance - no amount outstanding.

This installation is not supplied with water through a Greater Western Water meter.





# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1218 0646 7138

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

## Information given pursuant to section 158 of the Water Act 1989

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.

This property is supplied by a Private Fire Service that is connected to the Greater Western Water reticulated water system. The owner is responsible for the maintenance of the Private Fire Service from the outlet side of the shutoff valve where the Private Fire service is connected to the Greater Western Water water main.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.  
1251 2852 0125

DATE OF ISSUE - 5/10/2023

APPLICATION NO.  
1154260

LANDATA COUNTER SERVICES

YOUR REF.  
70434653-026-8

SOURCE NO. 99904685210

**PROPERTY:** PREV 43-45 KING STREET AIRPORT WEST VIC 3042

### Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of eighty nine dollars and ninety seven cents is payable in respect of the property listed above to the end of the financial year.

If applicable, additional volumetric charges may be raised for periods after the date of the last meter read.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATER NETWORK CHARGE NON RESIDENTIAL	8.20	Quarterly	10/07/2023	8.20	0.00
SEWERAGE NETWORK CHARGE NON RESIDENTIAL	13.96	Quarterly	10/07/2023	13.96	0.00
PRIVATE FIRE SERVICE CONNECTION CHARGE	119.96	Quarterly	30/09/2023	29.99	0.00
<b>TOTAL</b>	<b>142.12</b>			<b>52.15</b>	<b>0.00</b>

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	0.00
Volumetric charges owing to 26/07/2023.	0.00
Adjustments	0.00
<b>Current amount outstanding</b>	<b>0.00</b>
Plus remainder service charges to be billed	89.97
<b>BALANCE including unbilled service charges</b>	<b>89.97</b>

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1251 2852 0125



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1251 2852 0125

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125473412 is not yet separately rated by Greater Western Water and is part only of the property for which this certificate is issued. Property 125473412 may be separately rated from the date of sale and may attract these charges.

Please note the water meter on this property was last read on 26/07/2023.

The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 26/07/2023 to the settlement date.

Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows:

Drinking Water Usage	\$0.62 per day
Sewerage Disposal Charge	\$0.37 per day

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date 26/07/2023 to the final meter read date will be forwarded to the vendor of the property.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1251 2852 0125

DATE OF ISSUE - 5/10/2023

APPLICATION NO.

1154260

## Information given pursuant to section 158 of the Water Act 1989

Conditional consent has been previously given ( File Ref. BOE/20/00452 ) to the owner of the property to erect a structure over the sewer and/or easement. The conditions of that consent are binding the owner(s) of the land and successors in title.

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.

This property is supplied by a Private Fire Service that is connected to the Greater Western Water reticulated water system. The owner is responsible for the maintenance of the Private Fire Service from the outlet side of the shutoff valve where the Private Fire service is connected to the Greater Western Water water main.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

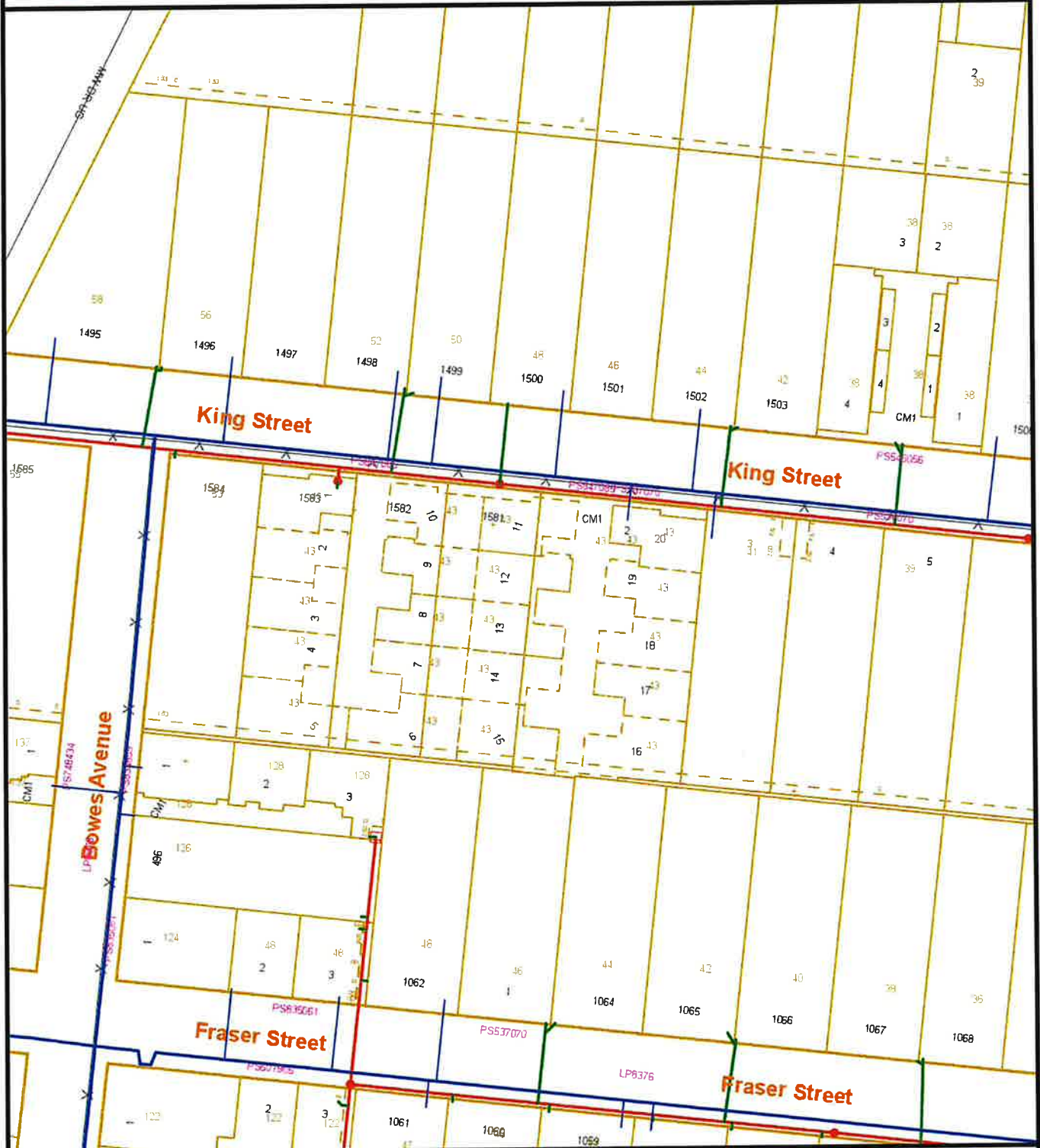




# Encumbrance Plan

## 12/43 KING STREET AIRPORT WEST 3042

### Application No. 1154260



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 1px solid red; width: 20px; display: inline-block;"></span> Sewer Main</li> <li><span style="border-bottom: 1px dashed red; width: 20px; display: inline-block;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Water Main</li> <li><span style="border-bottom: 1px dashed blue; width: 20px; display: inline-block;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 1px solid pink; width: 20px; display: inline-block;"></span> Recycled Water Main</li> <li><span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> MW Channel</li> <li><span style="border-bottom: 1px dashed black; width: 20px; display: inline-block;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 1px solid green; width: 20px; display: inline-block;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> MW Underground Drain</li> <li><span style="border-bottom: 1px dashed blue; width: 20px; display: inline-block;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> MW Sewer Main</li> <li><span style="border-bottom: 1px dashed black; width: 20px; display: inline-block;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> MW Water Main</li> <li><span style="border-bottom: 1px dashed blue; width: 20px; display: inline-block;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; background-color: gray;"></span> MW Abandoned Manhole</li> </ul>	<p style="font-size: small;">Date: 05/10/2023</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Land Tax



INFOTRACK / ZERVOS LAWYERS

**Your Reference:** 231028

**Certificate No:** 67148984

**Issue Date:** 05 OCT 2023

**Enquiries:** AXW2

**Land Address:** UNIT 12, 43 -51 KING STREET AIRPORT WEST VIC 3042

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** OSM KING DEVELOPMENTS PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

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

**Comments:** Refer to attachment

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

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$169,095</b>
<b>SITE VALUE:</b>	<b>\$169,095</b>
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 67148984

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$169,095

Calculated as \$0 plus ( \$169,095 - \$0) multiplied by 0.000 cents.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 67148984

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 67148984

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Land Tax

Certificate No: 67148984

**Land Address:** UNIT 12, 43 -51 KING STREET AIRPORT WEST VIC 3042

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17028485	12	847085	12488	896	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OSM KING DEVELOPMENTS PTY LTD	2023	\$105,109	\$1,034.98	\$0.00	\$0.00

**Comments:** Land Tax of \$1,034.98 has been assessed for 2023, an amount of \$1,034.98 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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**Comments:**

**Current Land Tax Charge:** 17028485 \$0.00

**Land Address:** UNIT 12, 43 -51 KING STREET AIRPORT WEST VIC 3042

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33299208	12	847085	12488	896	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OSM KING DEVELOPMENTS PTY LTD	2023	\$63,986	\$630.06	\$0.00	\$0.00

**Comments:** Land Tax of \$630.06 has been assessed for 2023, an amount of \$630.06 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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**Comments:**

**Current Land Tax Charge:** 33299208 \$0.00

**Total: \$0.00**



# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ZERVOS LAWYERS

Your Reference: 231028

Certificate No: 67148984

Issue Date: 05 OCT 2023

Land Address: UNIT 12, 43 -51 KING STREET AIRPORT WEST VIC 3042

Lot	Plan	Volume	Folio
12	847085	12488	896

Vendor: OSM KING DEVELOPMENTS PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 67148984

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

---

## Windfall Gains Tax - Payment Options

### BPAY



Bill Code: 416073  
Ref: 67148981

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 67148981

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

Contact name: Lauren Nicolo  
Telephone 9243 1893  
Your ref: 70434653-019-0:96283

10 October 2023

LANDATA BY WEBSERVICE GATEWAY  
PO Box 500  
EAST MELBOURNE VIC 8002

Dear Sir/Madam

**43-51 King Street, AIRPORT WEST VIC 3042**

In reply to your request please be advised of the following information relating to the above address:

- Particulars of Building Permits granted under the *Building Act 1993* within the past 10 years in relation to the subject land are as follows:

Issue Date	Permit Number	Nature of Construction
26/08/2021	53172/2021	Partial demolition of existing building and demolition of existing buildings
18/02/2022	260/2022	Construction of 20 x warehouse units

- Council records indicate that a Certificate of Final Inspection has not been issued for permit number 53172/2021.
- Council records indicate that an Occupancy Permit has been issued for permit number 260/2022.
- Council records indicate that there are current statements issued under regulation 64(1) or exemption granted under regulation 231(2) of the Building Regulations 2018 that affect this property.
- Council records indicate that there are no outstanding orders, notices issued by the relevant building surveyor under the *Building Act 1993*.
- An inspection of the property which would reveal any building work constructed without a Building Permit has not been carried out. It is recommended that prospective buyers arrange for a building professional to inspect and report on the building.

Please note the following regulatory information which may apply to the subject property:

**Building Work by Owner-Builders**

An owner builder to which the provisions Part 9 of the *Building Act 1993* apply must not enter into a contract to sell the building unless an inspection report from a prescribed practitioner is obtained within 6 months of the date of the contract and the report is disclosed to the purchaser. The vendor must also be covered by the required insurance (if any) and in the case of a home, the contract sets out the warranties of Section 137C of the *Building Act 1993*.

### **Safety of existing Swimming Pools / Spas**

The Building Regulations 2018 require ALL properties containing a swimming pool or spa and capable of containing a depth of water exceeding 300mm to be provided with suitable barriers to restrict children under the age of 5 years from gaining access. The regulations also require all existing gates and doors leading to a swimming pool or spa to be self-closing and self-latching with opening mechanisms located not less than 1.5 metres above the ground level or the internal floor level (as the case may be) measured from the approach side. In addition, the building regulations require the occupier of an allotment containing a swimming pool or spa to take all reasonable steps to ensure the existing safety barriers are maintained and operating effectively at all times.

A person who fails to comply with the above-mentioned requirements is guilty of an offence and liable to a penalty.

### **Self Contained Smoke Alarms in existing Dwellings, Apartments or Units**

Self contained smoke alarms complying with AS 3786-1993 must be installed in each dwelling, apartment or unit in appropriate locations on or near the ceiling of every storey and outside each bedroom and in the hallways serving the bedrooms. A person who fails to comply with this requirement is guilty of an offence and liable to an on-the-spot fine.

### **Hardwired Smoke Alarms or Detection Systems in Residential Accommodation Buildings**

Building Regulations 2018 requires that hardwired smoke alarms or a smoke detection system be installed in all Class 1b, 3 & 9a buildings. This includes Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodations, Hotels, Motels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, Health Care Buildings and a Detention Centre. An owner of an above-mentioned building who fails to comply with this requirement is guilty of an offence.

### **Occupancy Permit**

An owner of a Class 1b, 2, 3, 5, 6, 7, 8 or 9 building or an owner of a place of public entertainment must take all reasonable steps to ensure that a copy of any current Occupancy Permit in respect of that building or place is displayed and kept displayed at an approved location within the building or place. This does not apply to a typical residential house.

## **Fire Safety Equipment and Essential Safety Measures**

### **Buildings constructed before 1 July 1994**

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must ensure that any essential safety measure is maintained in a state which enable the essential safety measure to fulfil its purpose and must not be removed from its approved location.

An owner of a Class 1b, 2, 3, 5, 6, 7, 8, 9 building and a place of public entertainment constructed before 1 July 1994 must also ensure that an 'annual essential safety measures report' is prepared in accordance with regulation 224 in respect of any essential safety measure required to be provided in relation to that building or place under the *Building Act 1993* or the Building Regulations 2018 or any corresponding previous Act or regulations:-

- (a) within 28 days before 13 June 2018; and
- (b) each anniversary of that date.

### **Buildings constructed after 1 July 1994**

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must ensure that any essential safety measure is maintained to fulfil its purpose in accordance with the conditions of the relevant Occupancy Permit or the determination of the relevant building surveyor.

An owner of a Class 1b, 2, 3, 4, 5, 6, 7, 8, 9 building and a place of public entertainment constructed after 1 July 1994 must also ensure that an annual essential safety measures report is prepared in accordance with Regulation 224 before each anniversary of the relevant anniversary date.

**Fire Sprinklers in Residential Care Buildings**

Residential Care Buildings must have a fire sprinkler system complying with AS 2118.4 - 2012 (Automatic fire sprinkler systems) installed within the building. In addition, if the sprinkler system has more than 100 heads (outlets) or the building accommodates more than 32 residents, the sprinkler system must be connected to a fire station or other approved monitoring service.

Residential Care Buildings include any building which is a place of residence for persons who need physical assistance in conducting their daily activities and to evacuate the building during an emergency (including any supported residential service, hostel, or nursing home (as defined in the *Health Services Act 1988*) but does NOT include:

- (i) a hospital; or
- (ii) a dwelling in which two or more members of the same family and not more than two other persons would ordinarily be resident; or
- (iii) a place of residence where less than 10% of residents need physical assistance in conducting their daily activities and to evacuate the building during an emergency.

A person who fails to comply with the above-mentioned requirements is guilty of an offence and liable to a penalty.

**Fire Sprinklers in Class 3 Buildings (Shared accommodation)**

Regulation 147 of the Building Regulations 2018 requires that an automatic fire sprinkler system be installed in all Class 3 buildings. This includes a Boarding Houses, Guest Houses, Hostels, Lodging-Houses, Backpackers Accommodation, Hotels, Residential parts of a School, Accommodation for the aged / children / people with disabilities, a residential part of a Health Care Building and a Detention Centre. There are certain exceptions depending on the construction of the building and whether it meets regulation 147(5) of the Building Regulations 2018.

Yours sincerely



**John Mammola**  
COORDINATOR BUILDING SERVICES

## OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Vendor: OSM King Developments Pty Ltd

This certificate is issued for Lot 12 on Plan Number 847085Q the postal address of which is:

43-51 King Street AIRPORT WEST 3042 VIC

The present general fees for Lot 12 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
<b>Administration Fund</b>					
01/08/2023	31/01/2024	25/09/2023	01/11/2023	109.35	1,202.85
<b>Supplementary Levy</b>					
Insurance (11/7/23-10/7/24)		25/09/2023	17/07/2023	105.41	1,159.54

The current fees have been levied up until the:

31/01/2024

Unpaid fees including interest, special levy & maintenance plan if applicable now total:

\$2,362.39

The following special fees or levies have been struck and are due and payable on the dates indicated:

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
nil	nil	nil	nil

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

At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	CHU Underwriting Agencies Pty Ltd
Policy Type	Commercial Strata
Policy Number	CS0006109561
Notes	
Refer to Policy	Refer to attached Policy for details

Statement of financial position:

Net Equity as at 09/10/2023: \$10,119.45
--

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.
--

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Contracts: Type: Owners Corporation Management Agreement Date: 11 <sup>th</sup> July 2023 Parties: Owners Corporation No.1 PS847085Q Term: 3 Years
--

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

Nil to my knowledge.
----------------------

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.
---

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.
--

No proposal has been made for the appointment of an administrator except as follows:

Nil to my knowledge.
----------------------

The Owners Corporation has appointed a Manager.  
Name of Manager: CVA Property Consultants Pty Ltd  
Address of Manager: 18-20 Russell Street MELBOURNE VIC 3000  
Postal Address: 18-20 Russell Street MELBOURNE VIC 3000

Additional Information:

The common seal of Owners Corporation Plan of Subdivision (VIC) 847085Q 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



Signature of Registered Manager

Dated: 9th, October 2023

Full name: Duke Reid On Behalf of Owners Corporation Plan of Subdivision (VIC) 847085Q

c/- CVA Property Consultants Pty Ltd  
Address: 18-20 Russell Street Melbourne, VIC 3000  
Ph: +61 3 9654 2311  
Email: ocaccounts@cva.melbourne  
Web: www.cva.melbourne

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

**Attachments:**

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. AGM Minutes
4. Certificate of Currency



## **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

### **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. When purchasing a lot that is part of an Owners Corporation, buyers automatically become members of the Owners Corporation. 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.**

**Plan Number:** 847085Q

**Lot Number:** 12

## PAYMENT INSTRUCTIONS

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.



Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

### Payment Options

	BPay
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: <a href="http://www.bpay.com.au">http://www.bpay.com.au</a>	
<b>Biller Code:</b> 96503	
<b>Reference Number:</b> 2067 5608 2100 4427 3	

	Macquarie DEFT
To pay by DEFT go <a href="https://www.deft.com.au">https://www.deft.com.au</a> and use the following reference number	
<b>Reference Number:</b> 2067 5608 2100 4427 3	
*Register at <a href="https://www.deft.com.au">deft.com.au</a> or by calling 1800 672 162.	
   	
Pay by credit card or registered bank account at <a href="https://www.deft.com.au">https://www.deft.com.au</a> or phone 1300 30 10 90. Payments by credit card may attract a surcharge.	

	Aust Post Billpay
Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.	
	
*496 206756082 10044273	

**Owners Details and Change of Address Form**  
Section.134 Owners Corporation Act 2006.

Owners Corporation No 847085Q  
43-51 King Street AIRPORT WEST 3042 VIC  
Lot Number: 12

**Owner Details**

Full Name of owner/s: \_\_\_\_\_

Address of owners/s: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Owner Telephone Details:**

AH: \_\_\_\_\_ BH: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_

**Agent Details:**

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

**Agent Telephone Details:**

AH: \_\_\_\_\_ BH: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_

**Address for Accounts, Notices, etc:**

At CVA we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail (please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to:	Owner	or	Agent (Please circle one)
Notices/Correspondence to:	Owner	or	Agent (Please circle one)

Date: \_\_\_\_\_ Signature of Owner/s: \_\_\_\_\_

Please return completed form to CVA  
Mail: 18-20 Russell Street Melbourne, VIC 3000  
Email: ocaccounts@cva.melbourne

***Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement. Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.***

### **Australian Addresses**

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*“(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*

*(2) If an address in Australia has not been nominated under subsection (1), service may be effected-*

*(a) By posting the notice to the last known address of the lot owner in Australia; or*

*(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate”*

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices. Please email [ocaccounts@cva.melbourne](mailto:ocaccounts@cva.melbourne). Please note, you may choose to receive all correspondence & levies notices via email.

**Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.**

## Minutes for the Inaugural General Meeting

<b>Owners Corporation 1 Plan No. PS847085Q</b>
<b>Address: 43-51 King Street, AIRPORT WEST, VIC 3042</b>
<b>Date: Tuesday, 11<sup>th</sup> July 2023 at 11:30am</b>
<b>Venue: CVA Offices, 18-20 Russell Street, Melbourne</b>

Ms Joanne Kantzipas opened the meeting at 11:30am.

### **1 Election of Chairperson & Minute Taker**

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It was resolved that Ms Joanne Kantzipas be elected as Chairperson and Minute taker for the meeting.

### **2 Registration of Attendance**

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Present: (With voting rights)

Mr Jim Sikavitsas on behalf of OSM King Developments Pty Ltd (ABN 45 636 658 887)  
– Lots 1-20

(Without voting rights)

CVA Property Consultants Pty Ltd – Ms Joanne Kantzipas

### **3 Confirmation of Proxies**

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Lots 1-20 – OSM King Developments Pty Ltd (ABN 45 636 658 887)  
In favour of Mr Jim Sikavitsas

### **4 Quorum Details**

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With all lots represented, the meeting proceeded with a quorum and all decisions were immediately binding.

### **5 Documentation Provided Pursuant to Section 67 of the Owners Corporation Act 2006**

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- a) Any accounts or records made on behalf of the Owners Corporation;
- b) Books to enable the Owners Corporation to keep the necessary minutes, accounts and
- c) other records;
- d) The Owners Corporation Register;
- e) The building maintenance manual (if applicable);
- f) The asset register;
- g) Copies of any warranties or, if copies are not able to be provided, details of any warranties;

- h) Copies of any specifications, reports, certificates, permits, notices, or orders in relation to the plan of subdivision;
- i) The maintenance plan (if any);
- j) A copy of the plan of subdivision and all the related building plans, planning documents and other similar documents;
- k) A copy of the Owners Corporation Act 2006 and the regulations and the Subdivision Act 1988 and the regulations under that act;
- l) Any contracts, leases and licences binding on or benefiting the Owners Corporation;
- m) Any insurance policies in force in relation to the property, including any insurance policy taken out under section 9AAA of the Sale of Land Act 1962;
- n) The names of the companies, tradespeople or suppliers who provided a warranty or other guarantee on any matter for which the Owners Corporation is responsible and copies of those warranties and guarantees;
- p) The common seal of the Owners Corporation;

**CONFIRMED**

## **6 CONSIDERATION OF FINANCIAL MATTERS**

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### **a. Consideration of Operation Budget & Payment of Fees**

**MOTION:** "That in accordance with Division 1, Section 23 of the Owners Corporation Act 2006, the Operating Budget for the period 11<sup>th</sup> July 2023 to 31<sup>st</sup> July 2023, totalling \$2,589.04 plus GST is approved and adopted and is set on lot liability."

**MOTION CARRIED UNANIMOUSLY**

**MOTION:** "That in accordance with Division 1, Section 23 of the Owners Corporation Act 2006, the Operating Budget for the period 1<sup>st</sup> August 2023 to 31<sup>st</sup> July 2023, totalling \$45,000.00 plus GST is approved and adopted and is set on lot liability."

**MOTION CARRIED UNANIMOUSLY**

**MOTION:** "That the Operational Budget levies payable to the Owners Corporation be levied on a bi-annual basis and struck is in accordance with the registered schedule of lot liability".

**MOTION CARRIED UNANIMOUSLY**

### **b. Financial Year**

**MOTION:** "The financial year for the Owners Corporation will commence 1<sup>st</sup> August 2023. The Inaugural Financial Year for Owners Corporation 1 Plan No. PS847085Q will be from 1<sup>st</sup> August 2023 to 31<sup>st</sup> July 2024."

**MOTION CARRIED UNANIMOUSLY**

### **c. ABN Registration & GST**

**MOTION:** "That Owners Corporation 1 Plan No. PS847085Q registers for an ABN and GST will be applicable."

**MOTION CARRIED UNANIMOUSLY**



d. **Recovery of Arrears**

**MOTION:** "That in accordance with Division 1 Section 163(2) of the Owners Corporation Act 2006, the Owners Corporation may make an application to VCAT for an order requiring a lot owner to pay an amount payable by the lot owner to the Owners Corporation if the amount is not paid 28 days after the final notice is given under Section 32 and the lot owner concerned will be responsible for all costs incurred."

**MOTION CARRIED UNANIMOUSLY**

e. **Determination of Penalty Interest**

**MOTION:** "That in accordance with Section 29 of the Owners Corporation Act 2006 the Owners Corporation is authorised to charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment at the maximum rate of interest payable under the Penalty Interest Rates Act 1983. The owners corporation may waive the payment of interest in a particular case and must report to the annual general meeting on any decision to waive or not to waive the payment of interest in a particular case and the reasons for that decision."

**MOTION CARRIED UNANIMOUSLY**

f. **Details of Owners Corporation Insurance**

**MOTION:** "That Owners Corporation 1 Plan No. PS847085Q takes out building insurance and public liability insurance to cover all the land on the Plan of Subdivision, and that the insurance will commence from 12<sup>th</sup> July 2023 to 12<sup>th</sup> July 2024."

**MOTION CARRIED UNANIMOUSLY**

Under Section 122A, the manager discloses to the Owners Corporation that it may receive or retain commissions of a maximum of 20% of the base premium paid by the Owners Corporation, on the placing of insurance or the insuring of risks by the Owners Corporation.

7 **Use of common seal**

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**MOTION:** "That the common seal tabled at the meeting be adopted as the common seal of the owners corporation and is to be only used for purposes that have been approved by the Owners Corporation, and must be done so in the presence of at least 2 members of the Owners Corporation, except for the use of the seal on an Owners Corporation Certificate where the manager is authorised to apply the common seal to the certificate without the presence of other members."

**MOTION CARRIED UNANIMOUSLY**

8 **Owners Corporation Manager**

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**MOTION:** "That the Common Seal be applied to execute a Contract of Appointment between Owners Corporation 1 Plan No. PS847085Q and CVA Property Consultants Pty Ltd ACN 064 086 960 for a term of three (3) years from 11<sup>th</sup> July 2023 2023, with the commencing annual management fee being \$9,350.00 including GST."

**MOTION CARRIED UNANIMOUSLY**



**MOTION:** "That all Powers and Functions of the Owners Corporation that are capable of being delegated and that are necessary or desirable for the Manager to provide the services set out in clause 2 of the Manager's Contract of Appointment are delegated to the Manager."

**MOTION CARRIED UNANIMOUSLY**

**9 Owners Corporation Plaque**

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**MOTION:** "It was resolved that the address of the Owners Corporation be C/- CVA Property Consultants, 18-20 Russell Street, Melbourne 3000 and that the Owners Corporation is to provide signage as per Regulation 22 of the Owners Corporation Regulations 2018".

**MOTION CARRIED UNANIMOUSLY**

**10 Owners Corporation Special Rules**

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Rules of Owners Corporation 1 Plan No. PS847085Q

**MOTION:** "That the Owners Corporation adopts the Special Rules lodged with the Plan of Subdivision."

**MOTION CARRIED UNANIMOUSLY**

**11 Election of the Committee of Management**

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Owners Corporation affecting 13 or more lots must elect a committee at an Annual General Meeting. The following members were nominated and accepted:

**Mr Jim Sikavitsas and Two Casual Vacancy Positions.**

**MOTION:** "The Owners Corporation resolves that in accordance with Part 5, Section 100 of the Owners Corporations Act 2006, the nominees as presented are hereby elected as members of the Committee."

**MOTION CARRIED UNANIMOUSLY**

**MOTION:** "The Owners Corporation resolves pursuant to section 11(2) (a) of the Owners Corporations Act 2006 to delegate to the Committee all of the powers and functions that may be delegated except for the powers and functions that require a Unanimous or Special resolution or resolution at a general meeting, or the power and function to remove or appoint a Manager which must be decided at a General Meeting. The Owners Corporation further resolves that all members of the Committee are appointed to the Grievance Committee of the Owners Corporation."

**MOTION CARRIED UNANIMOUSLY**

**12 Election of Owners Corporation Chairperson**

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**MOTION:** "The Owners Corporation resolves that Mr Jim Sikavitsas is elected as Chairperson of the Owners Corporation."

**MOTION CARRIED UNANIMOUSLY**





**MOTION:** "The Owners Corporation resolves that the Chairperson is hereby delegated pursuant to Section 11(2) (d) of the Owners Corporations Act 2006 all of the powers and functions that may be delegated except for the powers and functions that require a Unanimous or Special resolution or resolution at a general meeting, or the power and function to remove or appoint a manager which must be decided at a General Meeting."

**MOTION CARRIED UNANIMOUSLY**

**13 Election of Owners Corporation Secretary**

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**MOTION:** "The Owners Corporation resolves CVA Property Consultants Pty Ltd (the Owners Corporation's manager) be appointed as Owners Corporation Secretary."

**MOTION CARRIED UNANIMOUSLY**

**14 General Business**

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There being no further business to discuss, the meeting closed at 12:00pm.





Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Commercial Strata Insurance Plan

<b>Policy No</b>	CS0006109561
<b>Policy Wording</b>	CHU COMMERCIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	12/07/2023 to 12/07/2024 at 4:00pm
<b>The Insured</b>	OWNERS CORPORATION PLAN NO. PS 847085Q
<b>Situation</b>	43-51 KING STREET AIRPORT WEST VIC 3042

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$5,200,000  
Common Area Contents: \$52,000  
Loss of Rent & Temporary Accommodation (total payable): \$780,000

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Workers Compensation

Not Available

##### Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

##### Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

##### Policy 8 – Catastrophe Insurance

Sum Insured: \$780,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$117,000  
Escalation in Cost of Temporary Accommodation: \$39,000  
Cost of Removal, Storage and Evacuation: \$39,000



**Policy 9 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$50,000

**Policy 10 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is excluded.**

**ACP Endorsement**

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Date Printed

19/07/2023

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 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**RULES OF OWNERS CORPORATION 1 PLAN NO. PS 847085Q  
43-51 KING STREET, AIRPORT WEST, VIC, 3042**

**1. Section 1 – Definitions and interpretation**

1.1 The Following words have these meanings in these rules:

**'Owners Corporation'** means Owners Corporation 1 Plan No. PS 847085Q

**'Common Property'** means the common property on the Plan of Subdivision

**'Improvements'** includes future improvements

**'Lot'** means a lot in the Plan of Subdivision

**'Manager'** means the person appointed by the Owners Corporation to manage the Property.

**'Member'** means a Member of the Owners Corporation.

**'Member's Agents, Employer and Occupiers'** means:

- (a) the employees of a member; and
- (b) the agents, contractors and sub-contractors of a member; and
- (c) invitees of a member; and
- (d) tenants, licensees and occupiers of a Lot.

**'Plan of Subdivision'** means plan of subdivision **PS 847085Q**

**'Property'** means the land and improvements know as –  
**43-51 King Street, Airport West**

1.2 If a Member is obliged to do or not do a thing, that Member must ensure the Member's Agents, Employees and Occupiers do or do not do that thing.

**2. Section 2 – Use of Property and Common Property**

2.1 The Common Property is under the absolute control of the Owners Corporation.

2.2 A Member must not obstruct the Common Property and must not use the Common Property for any purpose except ingress or egress to and from the Lots

2.3 A Member must not cover or obstruct any lights or other means of illumination of the Common Property or the Property

- 2.4 A Member must not place any sign, placard, bill, advertisement, notice, device, fitting, ornament or object ('Sign') in or on a Lot or on the common property which is visible from outside a Lot without the consent in writing of the Owners Corporation. If the Member does not remove the Sign immediately upon receipt of the Owners Corporation's request to do so, then the Owners Corporation may, at the Member's expense, remove that Sign.
- 2.5 All signs must comply with any applicable local council guidelines.
- 2.6 No Illuminated signage is permitted.
- 2.7 No Window furnishings (**black roller blinds only to be used**), window tinting and frosting without consent or approval of Owners Corporation.
- 2.8 Despite rule 2.4, the Members may place any Sign in or on a Lot which visible from outside to Lot if:
- (a) the Owners Corporation has approved the design, colour-scheme and layout of the Sign;
  - (b) the Sign is affixed or located within an area designated by the Owners Corporation for that Sign; and
  - (c) the Sign is not incongruous or unsightly or does not detract from the appearance of the Property.
- 2.9 Each Member must give to the Owners Corporation prompt notice in writing of any breakage or defect in the pipes, electric lights, or other fittings in or on the Common Property of which the Member becomes aware.
- 2.10 The Members must not hang any article of clothing, towel or other item in or on the Common Property.
- 2.11 The Owners Corporation is not responsible or liable to a Member for any loss of or damage to that Member's property or property controlled by any Member.
- 2.12 Each Member must advise the Owners Corporation of the private address and telephone number of the Member or, if the Member is a company, the private address and telephone number of an officer of the company who is authorised to make decisions on behalf of the company. A Member must promptly inform the Owners Corporation of any change in the address or telephone number supplied under this clause.
- 2.13 A Member must keep all garbage and refuse in tightly secured containers. These containers must be placed for collection in the area and at the times designated by the Owners Corporation. Unless containers are placed for collection under this clause, a Member must keep them within the Member's Lot in such a way that the containers are not visible from the Common Property, or otherwise as directed by the Owners Corporation.
- 2.14 A Member must not leave any item of property owned by that Member in the Common Property without the prior written consent of the Owners Corporation.
- 2.15 A Member must not use or permit to be used the Common Property for any business or commercial purpose or the display or advertisement of any goods or services
- 2.16 A Member must not throw, drop or let fall any article or substance from or out of a Lot or the Common Property.
- 2.17 A Member must not burn any rubbish or waste upon the Lot or the Common Property.
- 2.18 The Owners Corporation may close, lock, or otherwise prevent or restrict access to the Common Property from time to time. Without limitation, the Body Corporate may take all actions as it deems necessary to prevent and prohibit undesirable persons from entering the Common Property.

- 2.19 A Member must not conduct or permit to be conducted any sale or auction on a Lot.
- 2.20 A Member must keep that Member's Lot clean and in good repair and condition.
- 2.21 A Member must not:
- (a) use the Common Property as to unreasonably interfere with or prevent the use of the Owners Corporation by other Members of Member's Agents, Employees and Occupiers;
  - (b) use or permit a Lot to be used for any purpose which may be illegal or injurious to the reputation or appearance of the Property or may cause a nuisance or hazard to another Member or another Member's Agents, Employees and Occupiers;
  - (c) use a lot or the Common Property in a noisy, noxious, immoral or offensive manner or in a manner which disturbs occupiers of other Lots or use a Lot for the purpose of **panel beating or mechanical repairs, brothel, adult sex bookshop, material recycling and sexual services without the written consent of the Owners Corporation Manager.**
  - (d) cause any damage to the Common Property
- 2.22 A Member must not park or leave a vehicle on the Common Property
- 2.23 An owner, occupier or visitor must not park or leave a motor vehicle or any other vehicle in any place other than a parking area belonging to that lot owner or occupier.
- 2.24 An owner, occupier or visitor must not park or leave any boat, caravan, trailer, unregistered, broken down or wrecked vehicle in the car park area including car parks allocated to the owner or occupier.
- 2.25 A Member must not alter, damage, deface or obstruct any part of the Common Property
- 2.26 An owners or occupier must not allow any mobile food or coffee vendors of any kind to be permitted to conduct trade within the property.
- 2.27 A Member must not enter any plant room, machinery or equipment area without the consent of the Owners Corporation.
- 2.28 A Member must not make any structural alterations to a Lot which affect the support and shelter of any other Lot
- 2.29 A Member must give prompt notice to the Owners Corporation of any accident on the Common Property.
- 2.30 A Member must not reproduce any keys or access devices issued by the Owners Corporation for the Common Property.
- 2.31 A Member must not carry out or allow to be carried out any structural works to the Member's Lot unless the Member;
- (a) has obtained the prior written approval of the Owners Corporation to those works;
  - (b) uses contractors to construct the works who are approved in writing by the Owners Corporation; and
  - (c) obeys all reasonable directions of the Owners Corporation in relation to the works; and
  - (d) indemnifies the Owners Corporation against all loss and damage caused by the works
- 2.32 A Member must obey all directions given by the Owners Corporation in relation to the Common Property.

- 2.33 A Member must not use or allow a lot to be used for any trade or business unless:
- (a) The planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
  - (b) Any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
  - (c) The trade or business can be carried on, and is carried on, without causing nuisance to other Owners or Occupiers.
- 2.34 A Member must ensure that all works to the Member's Lot comply with all laws.
- 2.35 If a Member is in breach of one or more of these rules;
- (a) the Owners Corporation has issued a notice specifying the breach or breaches and requiring the breach or breaches to be remedied within at least 14 days of the date of service of the notice; and
  - (b) the Member has not remedied the breach or breaches as required in the notice from the Owners Corporation

The Owners Corporation may do anything reasonably required to remedy the breach or breaches (including, without limitation, charging interest) at the cost and expense of the Member.

### 3. Section 3 – Powers and obligations

- 3.1 A Member must incorporate these rules (as they are amended from time to time) in any lease, licence or other occupancy agreement granted over a Lot.
- 3.2 The Owners Corporation may appoint a person to manage the Property on such terms and conditions as the Owners Corporation considers appropriate
- 3.3 The Owners Corporation may permit the Manager to do on behalf of the Owners Corporation may lawfully permit a manager to do.

### 4. Section 6 – Developer Rules

Up until the sale and settlement of the last lot owned by the developer within the development nothing in these rules will prevent or hinder **Developer Name (Developer)** from completing construction for improvements being the Lots and Common Property and nothing in these rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) exclusively conduct open for inspections of any lot or display lot;
- (c) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (d) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (e) use in any way it considers necessary any part of the Common Property for the purpose of promotion, promotion of related real estate development companies, related real estate agencies, selling or leasing Lots;
- (f) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (g) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (h) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (i) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out works in relation to the completion of the development;
- (j) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit;

- (k) use whatever right of way and/or points of egress and ingress to any part of the land as is necessary to carry out any works and to block for whatever period as is necessary any rights of way or points of egress and ingress to the land in order to carry out any works; and
- (l) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.



# **Model rules for an owners corporation**

## **1. Health, safety and security**

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

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

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

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

(2) This rule does not apply to—

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

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

### **1.3 Waste disposal**

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

## **2. Committees and sub-committees**

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

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

## **3. Management and administration**

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

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

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

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

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

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

## **4. Use of common property**

### **4.1 Use of common property**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5. Lots**

## **5.1 Change of use of lots**

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

### **Example**

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

## **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

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

# **6. Behaviour of persons**

## **6.1 Behaviour of owners, occupiers and invitees on common property**

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

## **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

# **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **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.