



Contract of Sale for

Unit B01, 19-23 Macauley Place BAYSWATER 3153

J & J Murphy No 3 Pty Ltd (ACN 621 001 607) as Bare Trustee on behalf of Justin & Janelle Murphy Pty
Ltd as Trustee for J & J Murphy Superannuation Fund
ABN 20 359 877 547
(Vendor)

and

(Purchaser)

Professional Conveyancing Services
Licensed Conveyancers
4/57 Van Ness Avenue
Mornington 3931
pcs@proconvey.com.au
www.proconvey.com.au
Ref: 25/06447



CONTRACT OF SALE OF REAL ESTATE

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms and order of priority of this contract are contained in the following:

- * Particulars of sale;
- * Special conditions, if any; and
- * General conditions

IMPORTANT NOTICES TO PURCHASERS

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

NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

SIGNING OF THIS CONTRACT

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

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**.

EXECUTION BY PARTIES

SIGNED BY FIRST PURCHASER on/...../202.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

SIGNED BY SECOND PURCHASER on/...../202.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [] clear business days

SIGNED BY FIRST VENDOR..... on/...../202....

Print name of person signing.....

State nature of authority Director

SIGNED BY SECOND VENDOR..... on/...../202....

Print name of person signing.....

State nature of authority	Director
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The **DAY OF SALE** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

**REAL ESTATE AGENT
& STAKEHOLDER**

Belle Property Commercial
10/830 Wellington Road ROWVILLE 3178
Tel: 0435 932 519 Email: mitch.rosam@belleproperty.com Ref: Mitch Rosam

**VENDOR'S
CONVEYANCER**

PROFESSIONAL CONVEYANCING SERVICES
4/57 Van Ness Avenue, Mornington 3931
Tel: 9803 7866 Email: brc@proconvey.com.au Ref: 25/06447

**PURCHASER'S
REPRESENTATIVE**

of
Tel: Email: Ref:

VENDOR

J & J Murphy No 3 Pty Ltd (ACN 621 001 607) as Bare Trustee on behalf of Justin & Janelle
Murphy Pty Ltd as Trustee for J & J Murphy Superannuation Fund ABN 20 359 877 547
Care of 2 Mason Court Bayswater North 3153

PURCHASER

of
ABN (if applicable)

**DESCRIPTION
OF LAND**

Lot B2 on Plan of Subdivision No. 509798 and being the land
described in the folio of the Register Volume 11942 Folio 626

**PROPERTY
ADDRESS**

known as Unit B01, 19-23 Macauley Place BAYSWATER 3153
with any improvements thereon

GOODS

all fixed floor coverings, window furnishings, electric light fittings
and all fixtures and fittings of a permanent nature

**PAYMENT
Price**

\$

Deposit

\$ 10% on the signing hereof

Balance

\$

SETTLEMENT

is due on the _____ day of _____ 202__
at which time the purchaser is entitled to vacant possession of the property unless the words
"subject to Lease" appear in this box in which case refer to
general condition 1.1
TOGETHER WITH any unregistered or appurtenant
easements and to all conditions attaching thereto
and in particular subject to the lot entitlement and lot liability set out on the Registered
Plan, the model rules in the Owners Corporation Act 2006, any by-laws or rules notified to
the Registrar of Titles and referred to in the Plan (as amended from time to time) and any
easement expressed or implied which affects the lot or lots hereby sold and created by
virtue of the Subdivisions Act 1988

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words "special
conditions" appear in this box:

SPECIAL CONDITIONS

**LOAN (refer to General
Condition 14)**

The following details apply if this contract is subject to a loan being approved:
Lender: Any lending authority
Loan Amount: \$
Approval Date: \$

WHERE A PURCHASER IS A CORPORATION ALL DIRECTORS OF THE PURCHASER CORPORATION IS REQUIRED TO EXECUTE THIS GUARANTEE & WARRANTY

GUARANTEE & WARRANTY

I/We *[insert name and address]*

(hereinafter called the "Guarantors") **IN CONSIDERATION** of the withinnamed Vendor selling to the withinnamed Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions contained therein **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of the purchase money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser, I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee & Warranty shall be a continuing Guarantee and Warranty and shall not be released by :-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time being given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day of 201____

SIGNED SEALED AND DELIVERED by the
first Guarantor in the presence of :

Witness :

SIGNED SEALED AND DELIVERED by the
second Guarantor in the presence of :

Witness :

SPECIAL CONDITIONS (“SC”)

Whole Agreement

1. The Vendor and the Purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the property. In particular, it is agreed as follows:
 - (a) No other conditions, stipulations, agreements or provisions whether in respect of the property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.
 - (b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are merged in this Contract or otherwise are hereby excluded negated and cancelled.
 - (c) No employee, agent, consultant or professional adviser of the Vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the Vendor which is not stated in this Contract.
 - (d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract.

Representation and Warranty as to Building

2. The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

Planning

3. The property is purchased subject to any restrictions on its use imposed by the Planning and Environment Act or otherwise. The Vendor has not made and shall not be construed as having made any representation or warranty that:
 - (a) the property is suitable for any purpose which the purchaser may have indicated is its intention to pursue;
 - (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority; or
 - (c) that the Vendor's existing or past uses of the Property complied with any planning controls.

Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

Deposit Stakeholding & Section 27

4. The purchaser hereby acknowledges being given at the time of signing this Contract a notice in writing pursuant to Section 27 of the Sale of Land Act 1962 (“SLA”) setting out the particulars specified in sub-sections (3)(a) and (3)(c). The vendor may, if no written objection is received in accordance with Section 27(6) of the SLA and without the consent from the purchaser, authorise the stakeholder to release deposit moneys pursuant to Section 27(7) of the SLA. Where the Purchaser has been given accurate details of the particulars, the purchaser must not make any objection if the relevant evidence is supplied and the deposit money is released at the expiration of 28 days of receiving the particulars. The purchaser will have made a default under the terms of the contract should the deposit moneys not be released by the stakeholder, if the purchaser acts contrary to Section 27(7) of the SLA, at which time the vendor is entitled to reasonable costs for the default and any interest due on the unpaid deposit withheld, at a rate of Interest of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** during the period of withholding and default, without affecting any other rights of the vendor. This is an essential term of the contract.

Director's Guarantee and Warranty

5. In the event the Purchaser or a nominee of a Purchaser is a corporate entity then any Director signing on behalf of the Corporate Purchaser or Nominee must execute the Contract and hereby warrants that he/she lawfully signs in accordance with the Articles of Association of the Purchaser or Nominee Company and further he/she must cause either the Sole Director or at least two Directors of the Purchaser or Nominee Company to execute the form of Guarantee and Warranty annexed hereto.

Foreign Acquisition

6. The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and the Purchaser is free to enter into this contract. The Purchaser 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. Any loss occasioned by a breach of this warranty shall form the basis of damages recoverable from the Purchaser.

Delivery of Transfer

7. The Transfer of Land instrument may be prepared by the Vendor notwithstanding that the Transfer of Land is usually prepared by the Purchaser and made available to the vendor at least 10 business days before settlement. If the Vendor prepares the Transfer of Land in its absolute discretion, the Vendor's Legal Representative will advise the Purchaser of its intention to prepare the Instrument and the Purchaser must immediately provide all information necessary to complete the instrument of Transfer. The delivery of the Transfer of Land for the purposes of execution by the parties is not deemed acceptance of title. The vendor will prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, will provide a copy of that document at least 3 days before settlement. General Condition 6 of the Contract is deleted.

Settlement

8. If settlement does not take place in accordance with General Condition 10 hereof then settlement shall be deemed to take place on the next business day and the Purchaser will be taken to have made default in respect of the Contract terms.

Contaminants

9. The Vendor has not made and shall not be construed as having made any representation or warranty that the property is free of contaminants. Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

Goods and Services Tax ("GST")

- 10.1 "GST" means GST within the meaning of the GST Act;
10.2 "GST Act" means A New Tax System (Goods & Services Tax) Act 1999;
10.3 Expressions used in this special condition that are defined in the GST Act have the same meaning as given to them in the GST Act.
10.4 The Vendor is not registered for GST
10.5 The purchase price is exclusive of the GST.
10.6 Where a party to this contract is responsible for remitting GST, the Purchaser agrees to be responsible for such remittance to the Tax Office.

Lease (if applicable)

- 11.1 The purchaser purchases the property subject to any lease, sub-leases, licence, deed and other agreement (the "Leases") to and with the tenants (the "Tenants") set out in this Contract of Sale and any further leases, sub- leases, licences, deeds and other agreements (also included as the "Leases") granted or agreed to before the settlement date. The purchaser acknowledges that it has perused the Leases and understands fully the terms and conditions of each of the Leases.
- 11.2 On and from the date the purchaser becomes entitled to receipt of the rents and profits the purchaser shall observe and perform and be bound by all the vendors' obligations under the Leases to be observed and performed thereunder on and from that date and shall indemnify and save harmless the vendors from and against any breach, non-observance or non-performance of or other default in the observance or performance of those obligations by the purchaser on or after the date the purchaser becomes entitled to receipt of the rents and profits.
- 11.3 The vendors declare and the purchaser acknowledges and accepts that the Leases are subject to negotiation completion, variation and assignment and reviews of rental in the ordinary course of business of the vendors' letting the property or parts of it to tenants from the day of sale to the settlement date and the vendor is free to carry out such negotiation, completion, variation, assignment and reviews and grant new leases prior to the settlement date. The reference to the Leases in sub-clause 11.1 shall be deemed to be a reference to the Leases as they may be granted, varied or assigned or added to before the settlement date.
- 11.4 Notwithstanding that the property may have been sold subject to a Lease, the Purchaser acknowledges and agrees that should the tenants give notice to vacate the premises between the date of this contract and settlement and the Vendor is unable to renegotiate a new Lease to the premises, the Purchaser must accept the property at settlement with the Vendor providing vacant possession.

Retention of vendors' rights

- 11.5.1 The vendor and the purchaser declare, agree and acknowledge that despite section 141(1) of the Property Law Act 1958 the vendor shall retain all rights as exist under the Leases referred to in this Contract of Sale in respect of recovery by the vendor of all rental, land tax and other outgoings (including, without limitation, operating expenses) which relate to any period prior to the settlement date.
- 11.5.2 To the extent that the retention of rights referred to in sub-clause 11.5.1 is ineffective for any reason the purchaser shall at the request, direction and expense of the vendor exercise its rights under section 141(2) of the Property Law Act in respect of the recovery of moneys referred to in sub-clause 11.5.1 for the benefit of the vendor.
- 11.5.3 The purchaser covenants forthwith to pay to the vendor all moneys of the nature referred to in sub-clause 11.5.1 which are paid to or recovered by the purchaser at any time.

Electronic Conveyancing Special Condition

- 12.1 Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 12 (all parts) applies, if the box is marked "EC"

EC

- 12.2 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 12.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 12.4 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 12.5 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 12.6 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 12.7 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 12.8 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 12.7 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 12.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 12.10 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 12.11 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 12.12 If the Purchaser does not proceed to settle on the time nominated by the Vendor as set out in SC12.6, the Purchaser is deemed to be in default of the contract terms unless the Vendor provides written notice in writing to the contrary. The Purchaser must pay to the Vendor on demand any interest and expenses set out in GC 26 of this Contract and the exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise

Foreign resident capital gains withholding

- 13.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 13.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 13.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 13.4 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.
- 13.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 13.6 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 special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (i) any contrary instructions, other than from both the purchaser and the vendor; and
 - (ii) any other provision in this contract to the contrary.
- 13.7 The representative is taken to have complied with the obligations in special condition 13.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.8 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.
- 13.9 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 of *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.
- 13.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Security Interest

- 14.1 General condition 7 does not apply to this Contract.
- 14.2 If requested in writing to provide a discharge or release of any specified security interest to which any part of the Property is subject to whether or not registered on the Personal Property Securities Register ("PPSR") established under the Personal Properties Securities Act 2009 (Chh) ("PPSA") the Vendor's obligations at Settlement will be limited to ensuring that the Purchaser receives, at the Vendor's option:
- 1. Written confirmation pursuant to s.275(1) of the PPSA that at the date of Settlement either:
 - (a) No amounts or obligations will be secured; or
 - (b) No part of the Property will be subject to the security interest;
 - 2. A release executed by the secured party of that security interest insofar as it relates to the Property;
 - 3. If the secured party is also the proprietor of a registered mortgage over the Land, a discharge of that Mortgage.
- 14.3 The Purchaser will not make a request in respect of any personal property that:
- (a) Is predominantly used for personal, domestic or household purposes; and

- (b) Has a market value of \$5,000 (or the amount prescribed under s.47(1) of the PPSA – whichever is the greater) or less;

Unless either:

- (c) The personal property is described by serial number in the PPSR; or
- (d) The Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest;

14.4 If the Purchaser does not request a release or discharge of any security interest at least 21 days before the due date for Settlement, the Purchaser will be deemed to have waived any entitlement to do so. If the Purchaser does make a request less than 21 days before the due date for Settlement, the Vendor may at its option elect to delay Settlement for up to 21 days from the date of the request. In that event:

- (a) The Vendor's obligation will be limited to using best endeavours to obtain a release or discharge; and
- (b) The Purchaser will be deemed to be in default from the due date for Settlement until Settlement occurs and (without prejudice to the Vendor's entitlement to any damages) the Purchaser must pay interest and any costs incurred by the Vendor as a result of the delay.

Excluded General Conditions

15. General Conditions 5, 8, 13.4 are deleted from the contract.

Purchaser as trustee

- 16 If a Purchaser or a nominee of a Purchaser enters into this Contract or is nominated as substituted by a Purchaser in its capacity as a trustee of any trust (Purchaser Trust) then the Purchaser and the nominee covenants and warrants to the Vendor that:-
- 16.1 The Purchaser or Nominee Purchaser is the only trustee of the Purchaser Trust and no action has been taken, nor to the best of the Purchaser's knowledge, is proposed to remove it he/she/it as trustee of the Purchaser Trust;
 - 16.2 The Purchaser or Nominee Purchaser must provide to the Vendor a true and correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust, not less than 10 business days after the date of the contract.
 - 16.3 The Purchaser or Nominee of the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
 - 16.4 The Purchaser or Nominee has the power and authority under the terms of the trust deed which creates the Purchaser Trust to enter into and perform the terms and conditions of this Contract; and
 - 16.5 The Purchaser or Nominee has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract.;
 - 16.6 The entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
 - 16.7 He/She/It has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by him/her/it under this Contract.
 - 16.8 Pending Settlement, the Purchaser and Nominee will not:
 - (a) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (b) do anything which affects or facilitates the variation of the terms of the Purchaser Trust;
 - (c) willingly do anything which affects or facilitates the variation of the terms of the Purchaser Trust;;
 - (d) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (a) willingly do anything which affects or facilitates the resettlement of the Purchaser Trust funds.

Capacity

- 17 The Purchaser warrants to the Vendor that:
- a. the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
 - b. the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
 - c. the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
 - d. this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

Severance

18. Each term condition and other stipulation in this contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

Merger

- 19 Any provision of this contract, to the extent that any of them require to be complied with after the settlement shall not merge in the transfer of the property and shall continue to bind the Vendor and the Purchaser

GENERAL CONDITIONS (“GC”)

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

- 6.1 The Transfer of Land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. However, if the Purchaser fails to do so, the Vendor may elect to prepare the Transfer of Land instrument in its absolute discretion and the Vendor's Legal Representative will advise the Purchaser of its intention to do so. The Purchaser must immediately provide all information necessary to complete the instrument of Transfer. The Purchaser must promptly execute the Transfer of Land instrument and promptly make it available to the Vendor's Conveyancer. The delivery of the transfer of land document is not acceptance of title.
- 6.2 The Vendor will commence the electronic document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and will provide an invitation to the Purchaser to complete the Transferee's portion of the form at least 5 days before settlement.

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.”

8. 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.

9. Purchaser Warranties

- 9.1 The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.
- 9.2 The property is purchased subject to any restrictions on its use imposed by the Planning and Environment Act or otherwise. The Vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the property is suitable for any purpose which the purchaser may have indicated is its intention to pursue;
 - (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority;
 - (c) that the Vendor's existing or past uses of the Property complied with any planning controls.
- Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 10.4 If settlement does not take place in accordance with this condition, then settlement shall be deemed to take place on the next business day and the Purchaser will be taken to have made default in respect of the contract terms.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent or the Vendor's deposit stakeholder; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, that sufficient moneys are available to discharge any debts against the property
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the Purchaser is deemed by Section 27(7) of the SLA to have given deposit release authorization, the Purchaser is deemed to have accepted title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given and
 - (e) provides written proof to the Vendor's satisfaction from the lender refusing the loan, verification that the Purchaser has applied for finance in accordance with this condition and the Particulars of Sale
- 14.3 If the Purchaser does not comply with General Condition 14.2, the Purchaser shall be deemed to have obtained loan approval within 2 days of the Approval Date when such written notice is to be given and this Contract shall be deemed to be unconditional in respect of finance.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended in accordance with General Condition 14.2.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (c) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by –
- (a) post is taken to have been served 4 business days after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner or conveyancer.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. Any such nomination must be in writing and forwarded to the Vendor's Conveyancer and effected to the satisfaction of the Vendor's Conveyancer no later than 21 days prior to settlement.

19. Liability of signatory

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

20. Guarantee

In the event the purchaser or a nominee of a purchaser is a corporate entity then the Director/s signing on behalf of the Corporate purchaser and the nominee shall execute the Contract and the Director's Guarantee and Warranty and each warrants that same is done lawfully in accordance with the Articles of Association of the purchaser or nominee company and further causes either the Sole Director or at least two Directors of the purchaser or nominee company to execute the Guarantee and Indemnity annexed hereto.

21. Notices

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

22. Inspection

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

23. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and the Purchaser is free to enter into this contract. The Purchaser 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. Any loss occasioned by a breach of this warranty shall form the basis of damages recoverable from the Purchaser.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Foreseeable loss claims & penalty interest

The vendor gives notice to the purchaser that in the event the purchaser makes a default under any condition of the contract or fails to complete the purchase of the property on the due date specified in the contract or any such other date as mutually agreed upon, the purchaser will pay to the vendor interest on any moneys or the balance owing under the contract of sale or as the case may be, at the rate of sixteen per centum (16%) per annum on the money so owing, withheld by the Purchaser or overdue to the Vendor as a result of the Purchaser's action without affecting any other rights of the Vendor. The said interest shall be computed from the due date

herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. Further the Purchaser must pay to the Vendor on demand the following expenses and the exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise:-

- (a) all costs incurred by the vendor associated with bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
- (b) interest payable by the vendor under any existing mortgage over the property calculated from the due date.
- (c) accommodation expenses necessarily incurred by the vendor.
- (d) additional costs and expenses as between the vendor and the vendor's representative on a solicitor/conveyancer and own client basis
- (e) any costs, expenses, penalties and interest, incurred by the vendor as a result of funds not being received when they are entitled to be paid and received.
- (f) any costs, expenses, penalties and interest, incurred by the vendor to a third party through any delay in completion of the Vendor's purchase
- (g) rebooking fees and settlement fee payable to the vendor's representative in the sum of \$110.00 plus any such fees levied by the vendor's mortgagee and third parties.
- (h) Costs on a default notice or rescission notice agreed at \$550.00 inclusive of GST on any notice.

27. Default notice

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

28. Default not remedied

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



**STATEMENT BY VENDOR TO A PURCHASER OF REAL ESTATE PURSUANT
TO SECTIONS 32 & 27 OF THE SALE OF LAND ACT 1962 ("SLA")**

VENDOR **J & J Murphy No 3 Pty Ltd as Bare Trustee on behalf of Justin & Janelle Murphy Pty Ltd as Trustee for J & J Murphy Superannuation Fund**

PROPERTY **Unit B01, 19-23 Macauley Place BAYSWATER VIC 3153**

1. FINANCIAL MATTERS (32A SLA)

The total amount of rates and charges, (excluding GST and any water/sewerage usage/disposal charges) or other similar charges including any Owners Corporation charges AND any interest payable on them are as set out below or attached. The total amount payable on them does not exceed \$6,000.00.

Authority	Amount
1. Council	\$1,349.15
2. Water/Sewerage Authority	As attached
3. Owners Corporation	As attached

Any amounts the Purchaser may become liable as a consequence of this purchase are the usual rates & outgoings, water and sewerage services, usage and disposal charges, GST if provided by the contract and Growth Areas Infrastructure Contribution (GAIC) if applicable.

The land is within a tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**. The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land: 220 - Office Premises

Entry date: Not Applicable

2. INSURANCE DISCLOSED (32B SLA)

The Purchaser is hereby notified of the following building replacement insurance held by the Vendor for the buildings on the land:-Refer Owners Corporation Certificate/Information Statement

Where the property includes a residence, the following details of Insurance during the past six years under Section 137B of the **Building Act 1993** are as follows :- Not applicable

3. LAND USE (32C SLA)

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copies of title documents, Plan of Subdivision and Water Information Statement. There has been no existing failure to comply with their terms. Sewers/drains, electricity, gas and telephone lines/cables may be laid outside registered easements.

Planning: See attached Reports

This property is not within a designated bushfire prone area within the meaning of the regulations made under the **Building Act 1993**. Special bushfire construction requirements do not apply.

There is access to the property by road.

4. NOTICES MADE IN RESPECT OF THE LAND (32D SLA)

There is no notice, order declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the Vendor might reasonably be expected to have knowledge unless otherwise as attached to this statement.

There is no notice, 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 unless otherwise as attached to this statement.

There is no notice of intention to acquire the property served under Section 6 of the Land Acquisition and Compensation Act 1986 unless otherwise as attached to this statement.

Many municipalities have identified areas designated as subject to “termite infestation” pursuant to Regulation 803 of the ***Building Regulations 2006***.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated directly to the Vendor.

5. BUILDING PERMITS (32E SLA)

Particulars of any building permit issued under the ***Building Act 1993*** in the preceding seven years relating to a residence on the land are:- No such Building permit has been granted

6. OWNERS CORPORATION INFORMATION (32F SLA)

The land **IS** affected by an Owners Corporation within the meaning of the ***Owners Corporations Act 2006*** and **IS ACTIVE**.

The appointed manager for the Owners Corporation is:

Whittles Body Corporate Management Services

1/664 Mountain Hwy

BAYSWATER VIC 3153

Attached is a copy of the current owners corporation certificate issued in respect of the land under section 151(4)(a) of the ***Owners Corporations Act 2006*** and a copy of the documents specified in section 151(4)(b) of the ***Owners Corporations Act 2006*** that are required to accompany an owners corporation certificate under that Act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC) (32G SLA)

There **IS NOT** a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. SERVICES (32H SLA)

The following services **are not connected** to the land - **Telephone, Gas**

Definition – “connected” means a service provided by an authority and operating at the date of this Statement

(Note- The Purchaser will be responsible for arranging the supply of any services not connected to the property at their cost).

9. TITLE EVIDENCE (32I SLA)

Attached reproductions of the following concerning Title under the operation of the ***Transfer of Land Act 1958*** :-

Search Notes of Certificate of Title

Registered Plan

10. MORTGAGES (27 SLA)

The Purchaser is hereby notified of the following Particulars of Mortgages affecting the property and which will be discharged at or prior to settlement:-

Amount Secured by Mortgage does not exceed \$77,000.00 (Credit Limit)

Amount Required to Discharge Mortgage does not exceed \$65,000.00

Amount Required to pay any outstanding rates, taxes or charges due to any statutory body or any other charge or lien for money or money’s worth does not exceed \$ 5,000.00

The Mortgage does not provide for any further advances above the credit limit

The Lower rate and default rate of interest payable under the Mortgage does not exceed 14 % pa.

The Amount due under the Mortgage is to be repaid on the settlement date (unless the lender demands early repayment upon any breach of its conditions)

The Vendor is not in default under the Mortgage

The Mortgage Lender is La Trobe Financial

The Mortgage Lender has not consented to the Purchaser assuming the Vendor’s obligations under the Mortgage

The Property is not subject to a Caveat lodged against the Title under the Transfer of Land Act 1958

11. DUE DILIGENCE

If the property is vacant residential land or land on which there is a residence, the purchaser is made aware that he/she should consider that a range of issues may affect property or impose restrictions or obligations.

Consumer Affairs Victoria have produced a Checklist and it can be found by visiting

consumer.vic.au/duediligencechecklist.

DATED 12 September 2025

Signature of Vendor/s

Directors of J & J Murphy No 3 Pty Ltd as Bare Trustee

The Purchaser acknowledges when signing this document that they have had the opportunity to read this document and understand its contents.

Signature of Purchaser/s

DATED / /

Register Search Statement - Volume 11942 Folio 626

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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

VOLUME 11942 FOLIO 626

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LAND DESCRIPTION

Lot B2 on Plan of Subdivision 509798N.
PARENT TITLE Volume 11369 Folio 436
Created by instrument AQ573736N 20/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
J & J MURPHY NO 3 PTY LTD of 2 MASON COURT BAYSWATER NORTH VIC 3153
AQ685053T 01/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ685054R 01/02/2018
PERPETUAL CORPORATE TRUST LTD

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

DIAGRAM LOCATION

SEE PS509798N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 23 MACAULEY PLACE BAYSWATER VIC 3153

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS509798N

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 07/08/2025, for Order Number 88718188. Your reference: 25/06447.

PLAN OF SUBDIVISION		STAGE NO.	LR use only EDITION 3	Plan Number PS 509798N
Location of Land Parish: Scoresby Township: — Section: — Crown Allotment: 31 (Part) Crown Portion: — LTO RECORD: DCMB (METRO) Title Reference: V.8251 F.704 Last Plan Reference: LP 128003, Lots 1, 2, 4, 5 & 6 Postal Address (at time of subdivision) 28 Station Street, Bayswater 3153 AMG Co-ordinates E 348 010 Zone: 55 (Of approx. centre of plan) N 5 810 105		Council Certificate and Endorsement Council Name: KNOX Ref: 20036176 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 25 / 11 / 02 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date 29 / 1 / 04		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
Nil	Nil	Notations		
		Staging This is /is not a staged subdivision Planning Permit No. 20036175		
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES		Depth Limitation: Does not apply Boundaries shown by continuous thick lines are defined by buildings Location of Boundaries defined by Buildings: Median: Boundaries shown marked 'M' Exterior face: Boundaries shown marked 'E' The interior face of the walls, ceilings & floors of the relevant part of the building: All other boundaries All columns, pillars, internal service ducts and pipe shafts within the building ^{18,} are deemed to be part of Common Property No.1. The position of said column, pillars, service ducts and pipe shafts are not necessarily shown on this plan. SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY Survey This plan is is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information				LR use only Statement of Compliance/ Exemption Statement Received ☒ Date 9 / 3 / 04 LR use only PLAN REGISTERED TIME 8:58 AM DATE 22 / 3 / 04 <i>R. W. Gimwood</i> Assistant Registrar of Titles Sheet 1 of 6 sheets
Legend: A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement(Road)				
Easements and rights implied by section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	
E-1	Drainage & Sewerage	2m	LP 128003W	Lots on LP 128003W
B.R.SMITH & ASSOCIATES SURVEYORS P.O. BOX 369, LILYDALE. 3140 PH/FAX: (03) 9739 6166		LICENSED SURVEYOR (PRINT) Barry Robert Smith SIGNATURE.....DATE / / REF 1896 VERSION 01		DATE 29 / 1 / 04 COUNCIL DELEGATE SIGNATURE Original sheet size A3

	PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION	Plan Number PS 509798N
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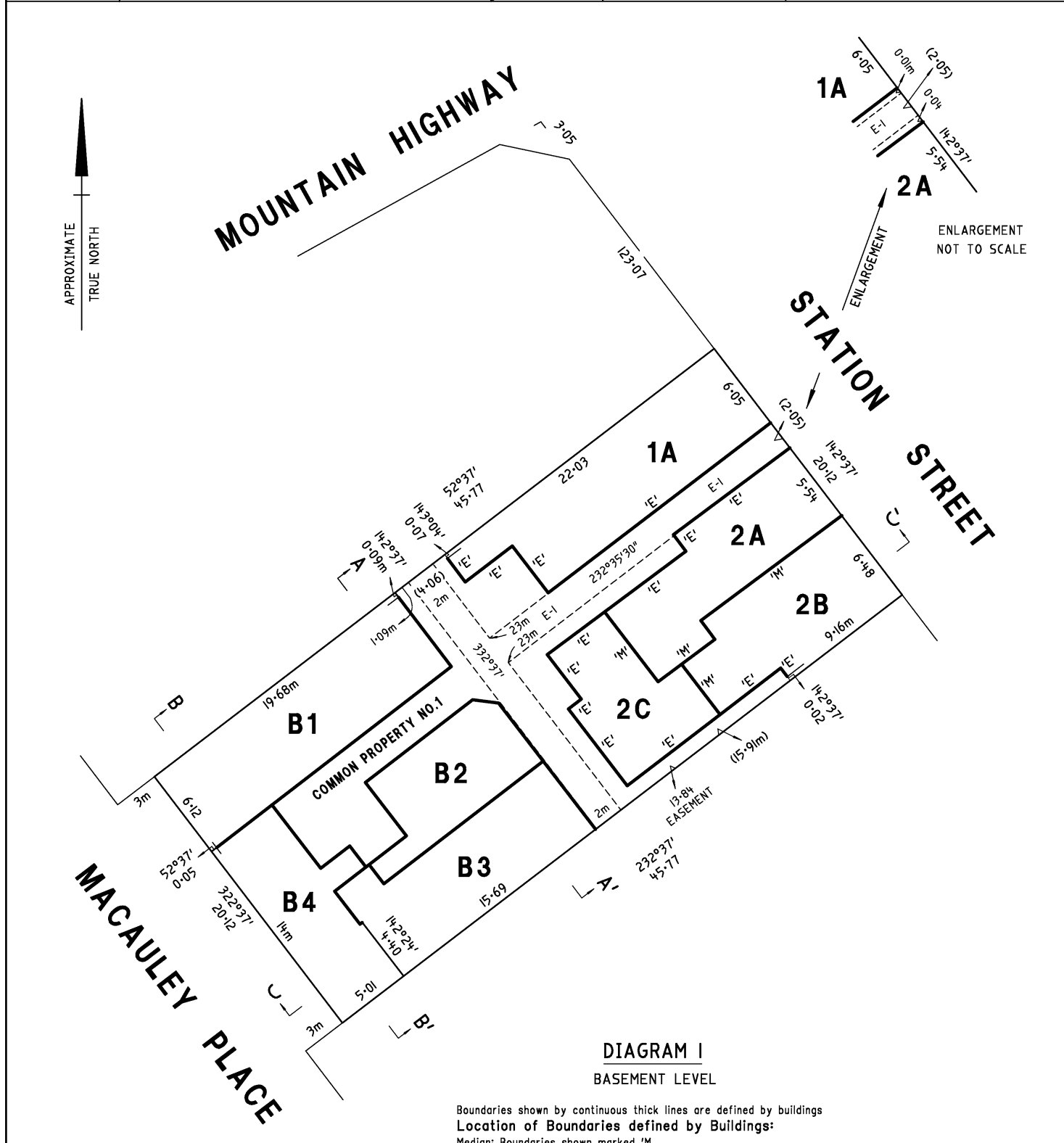


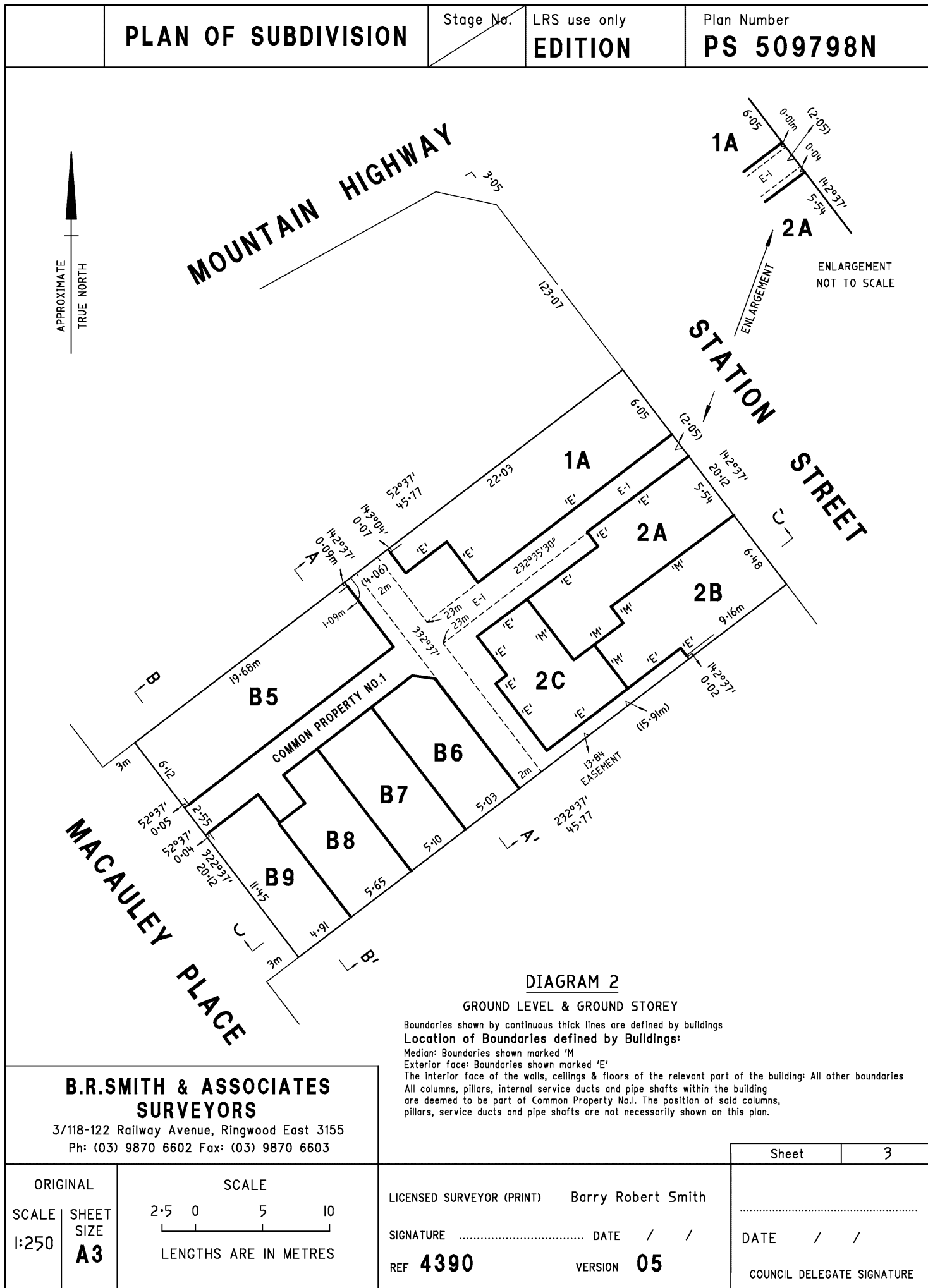
DIAGRAM I
BASEMENT LEVEL

Boundaries shown by continuous thick lines are defined by buildings
Location of Boundaries defined by Buildings:
 Median: Boundaries shown marked 'M'
 Exterior face: Boundaries shown marked 'E'
 The interior face of the walls, ceilings & floors of the relevant part of the building: All other boundaries
 All columns, pillars, internal service ducts and pipe shafts within the building
 are deemed to be part of Common Property No.1. The position of said columns,
 pillars, service ducts and pipe shafts are not necessarily shown on this plan.

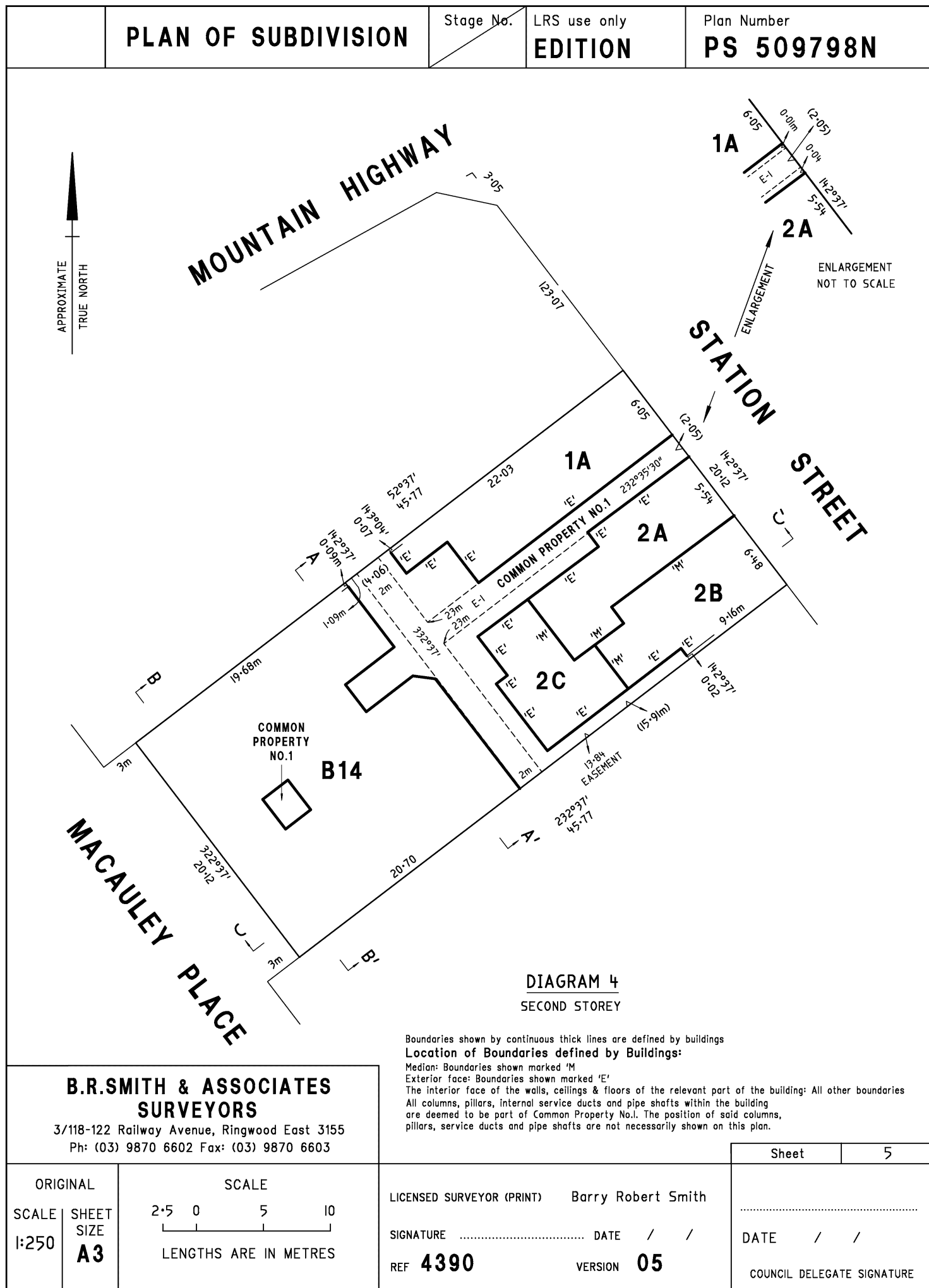
B.R.SMITH & ASSOCIATES
SURVEYORS
 3/118-122 Railway Avenue, Ringwood East 3155
 Ph: (03) 9870 6602 Fax: (03) 9870 6603

ORIGINAL	SCALE
SCALE 1:250	SHEET SIZE A3
2.5 0 5 10 LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT) Barry Robert Smith SIGNATURE DATE / / REF 4390 VERSION 05		Sheet 2 DATE / / COUNCIL DELEGATE SIGNATURE	
--	--	---	--



COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION		Stage No.	LRS use only EDITION	Plan Number PS 509798N
----------------------------	--	-----------	--------------------------------	----------------------------------

CROSS SECTION A-A'
NOT TO SCALE

Boundaries shown by continuous thick lines are defined by buildings
Location of Boundaries defined by Buildings:
 Median: Boundaries shown marked 'M'
 Exterior face: Boundaries shown marked 'E'
 The interior face of the walls, ceilings & floors of the relevant part of the building: All other boundaries
 All columns, pillars, internal service ducts and pipe shafts within the building are deemed to be part of Common Property No.1. The position of said columns, pillars, service ducts and pipe shafts are not necessarily shown on this plan.

CROSS SECTION B-B'
NOT TO SCALE

CROSS SECTION C-C'
NOT TO SCALE

MACAULEY PLACE

STATION STREET

B.R.SMITH & ASSOCIATES SURVEYORS 3/118-122 Railway Avenue, Ringwood East 3155 Ph: (03) 9870 6602 Fax: (03) 9870 6603		Sheet 6
ORIGINAL SCALE 1:250	SCALE 2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) Barry Robert Smith SIGNATURE DATE / / REF 4390 VERSION 05
		DATE / / COUNCIL DELEGATE SIGNATURE

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 July 2025 04:28 PM

PROPERTY DETAILS

Address: **B01/23 MACAULEY PLACE BAYSWATER 3153**
Lot and Plan Number: **Lot B2 PS509798**
Standard Parcel Identifier (SPI): **B2\PS509798**
Local Government Area (Council): **KNOX**
Council Property Number: **172659**
Planning Scheme: **Knox**
Directory Reference: **Melway 64 F4**

www.knox.vic.gov.au

[Planning Scheme - Knox](#)

UTILITIES

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

STATE ELECTORATES

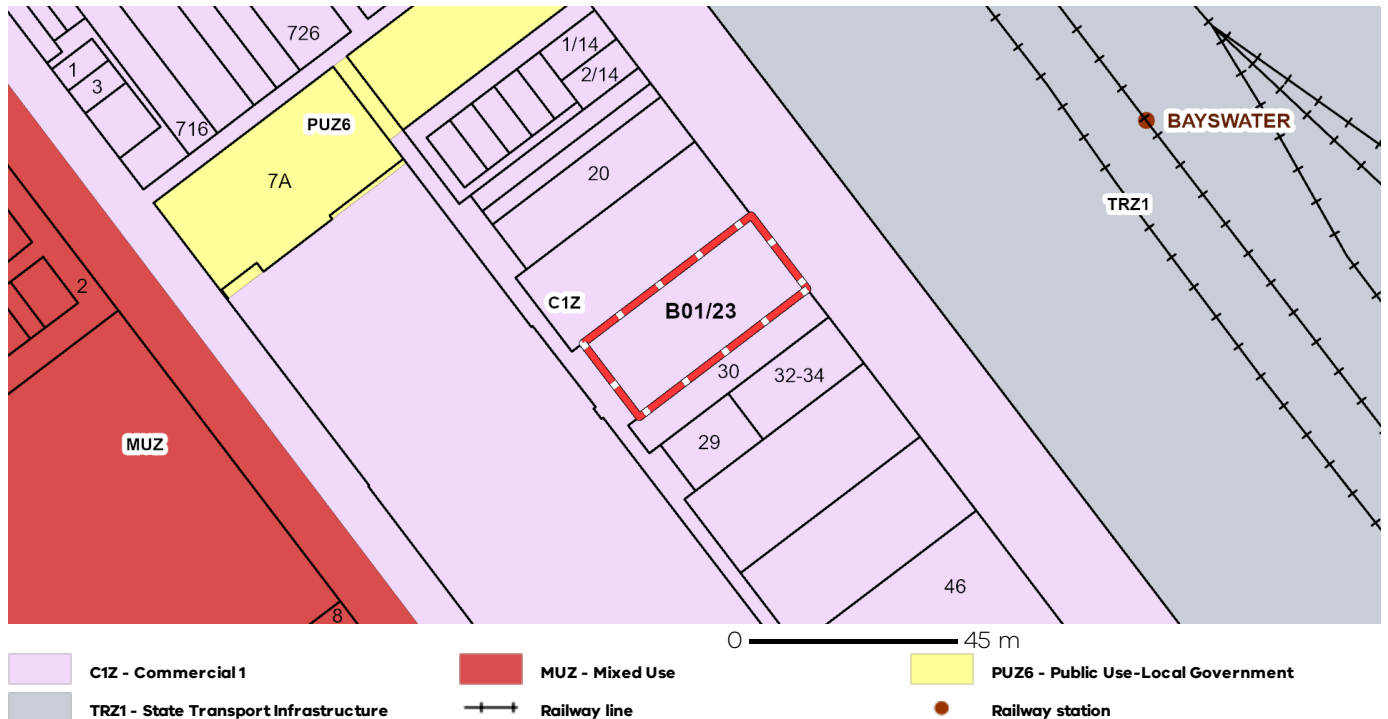
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BAYSWATER**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

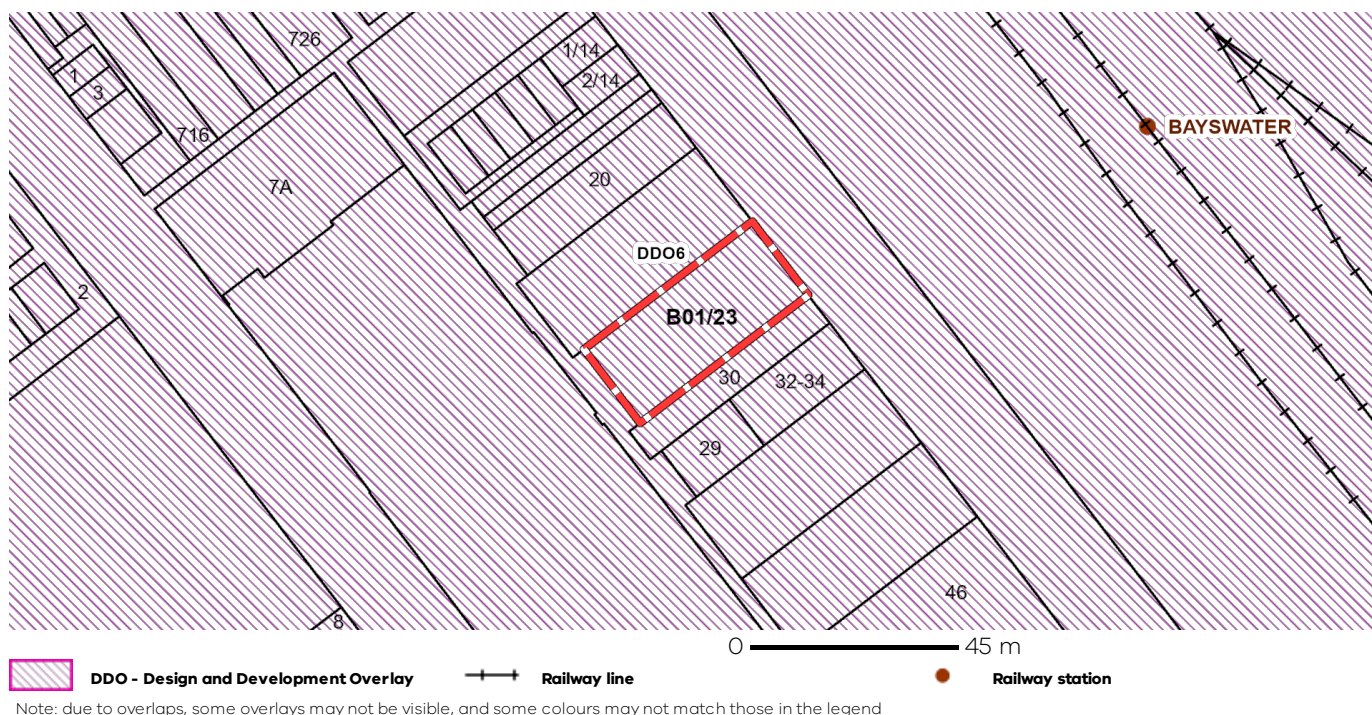


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 \(DDO6\)](#)



Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

From www.land.vic.gov.au at 31 July 2025 04:28 PM

PROPERTY DETAILS

Address: **B01/23 MACAULEY PLACE BAYSWATER 3153**

Lot and Plan Number: **Lot B2 PS509798**

Standard Parcel Identifier (SPI): **B2\PS509798**

Local Government Area (Council): **KNOX**

Council Property Number: **172659**

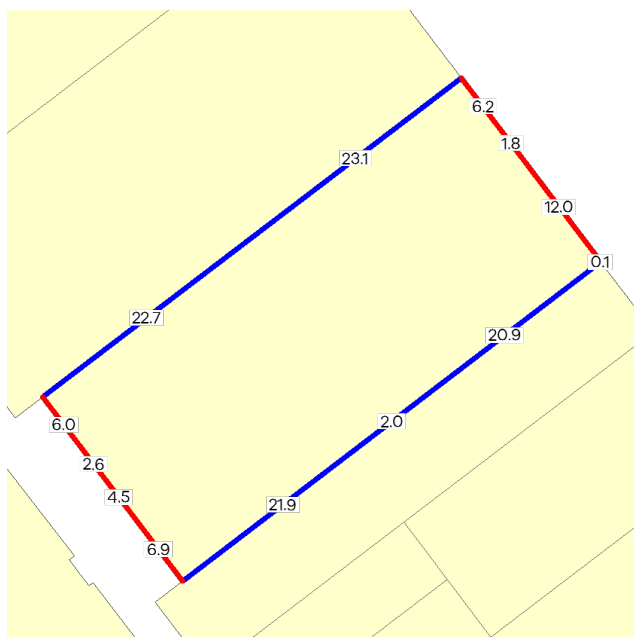
Directory Reference: **Melway 64 F4**

www.knox.vic.gov.au

Note: There are 19 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 920 sq. m

Perimeter: 132 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BAYSWATER**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Professional Conveyancing Serv
E-mail: bre@proconvey.com.au

Statement for property:
LOT B2 19-23 MACAULEY
PLACE BAYSWATER 3153
B2 PS 509798

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
	6447 J & J Murphy	07 AUGUST 2025	49990094

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$46.95

(b) By South East Water

Water Service Charge	01/07/2025 to 30/09/2025	\$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$119.24
Subtotal Service Charges		<u>\$210.61</u>

Payments \$0.01

TOTAL UNPAID BALANCE \$210.60

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

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

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

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

The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

Updates of rates and other charges will only be provided for up to six months from the date of this statement.

If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.

Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.

Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.

Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.

If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.

For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

3. Disclaimer

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

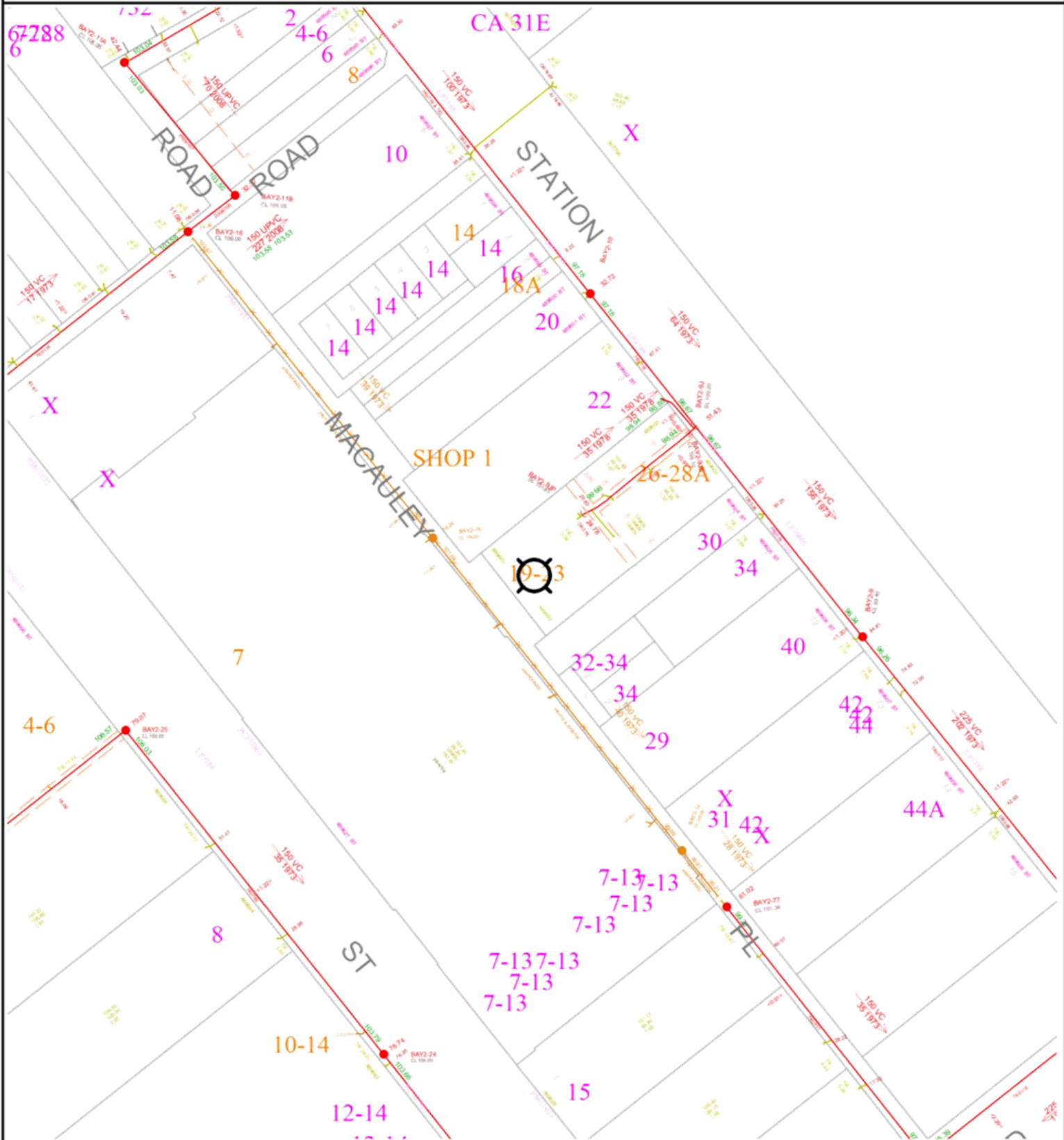
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



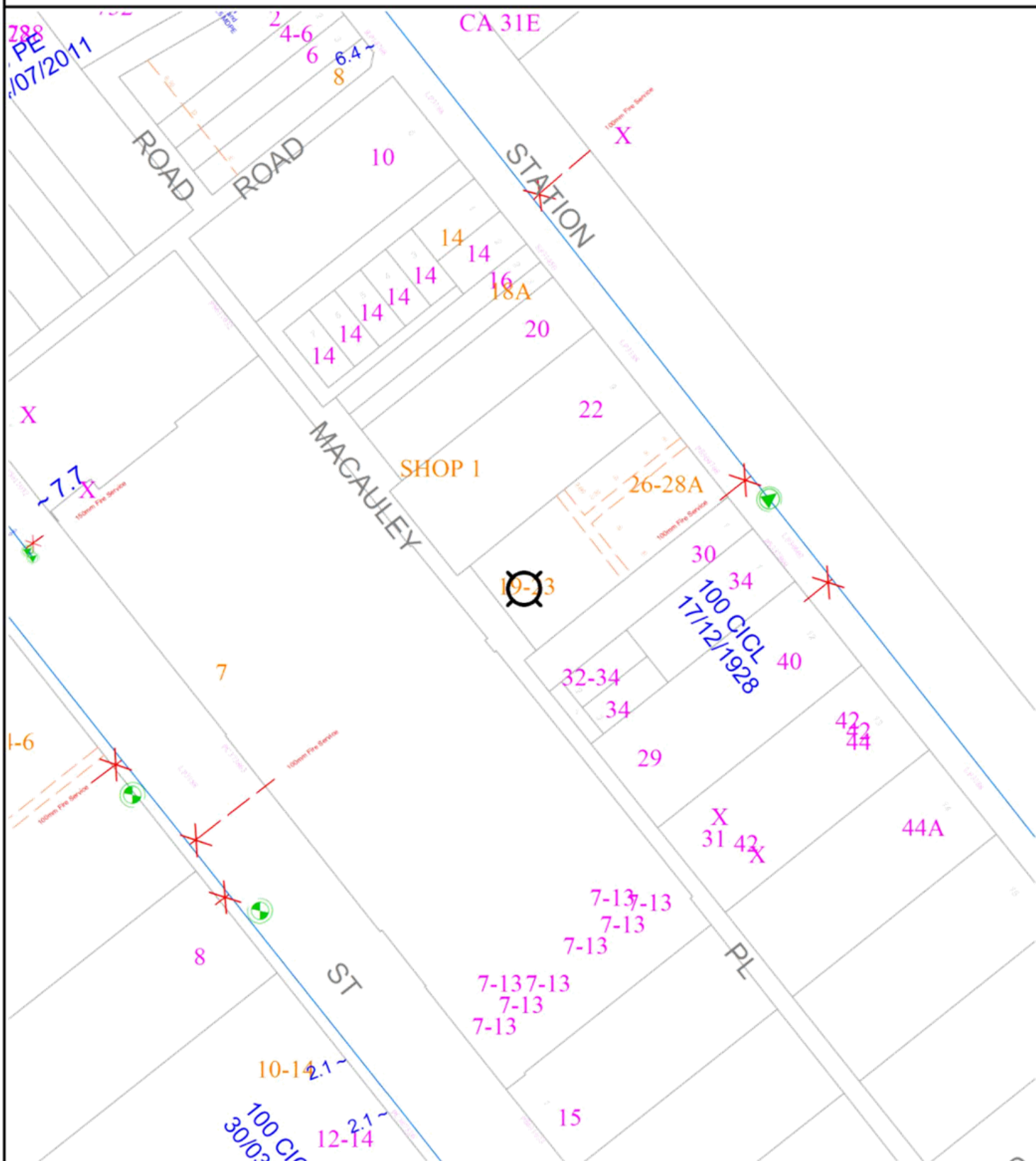
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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

Property: Lot B2 LOT B2 19-23 MACAULEY PLACE BAYSWATER 3153

Case Number: 49990094

Date: 07AUGUST2025



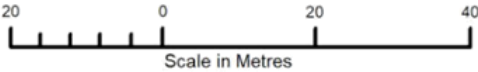
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LEGEND

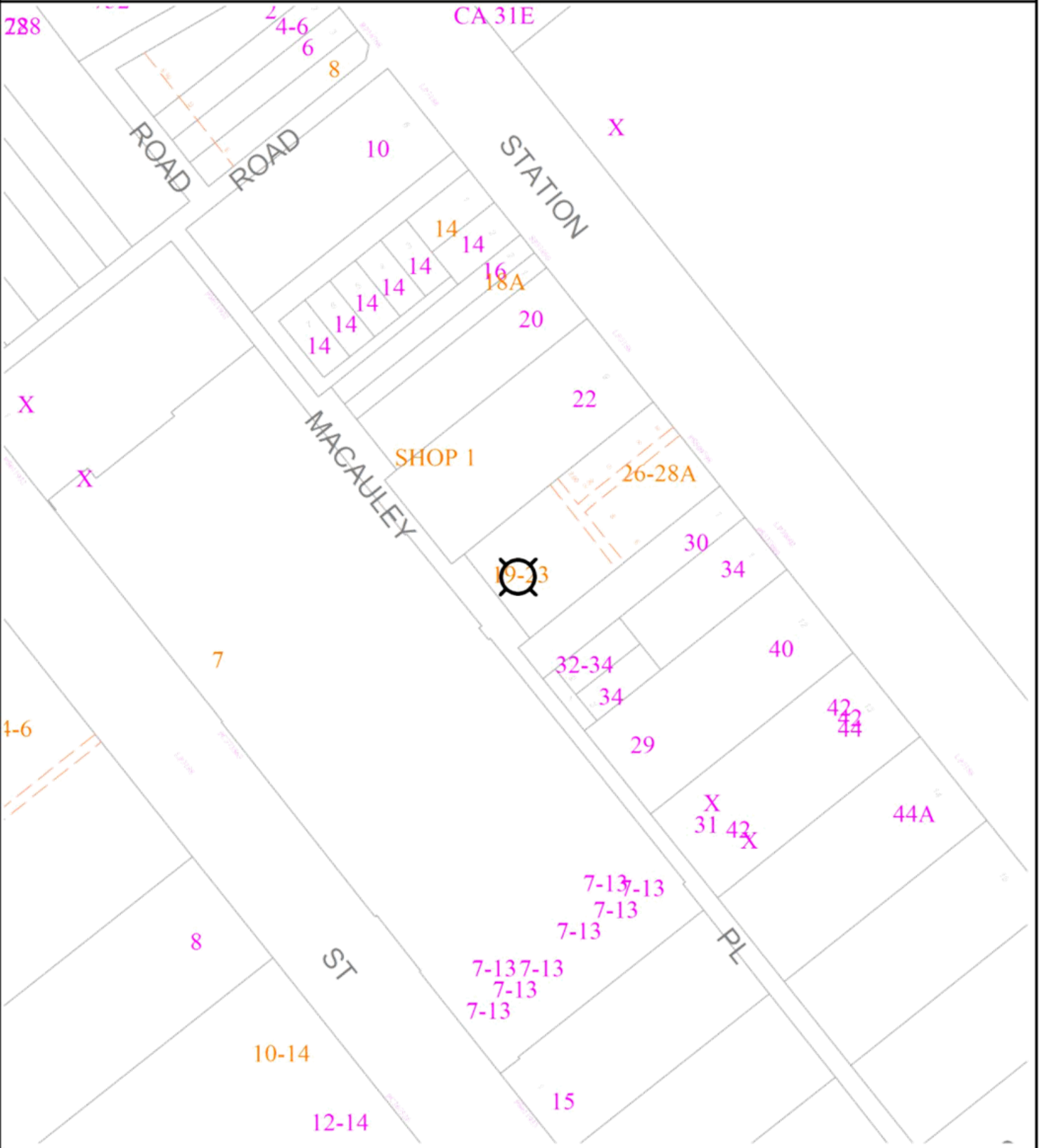
- | | | | | | |
|--|---------------------|--|-----------------------|--|----------------------|
| | Title/Road Boundary | | Subject Property | | Hydrant |
| | Proposed Title/Road | | Water Main Valve | | Fireplug/Washout |
| | Easement | | Water Main & Services | | Offset from Boundary |



Case Number: 49990094



Date: 07AUGUST2025



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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 28/06/2022 02:39:23 PM

OWNERS CORPORATION 1
PLAN NO. PS509798N

The land in PS509798N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1A, 2A, 2B, 2C, B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BODY CORPORATE STRATA GROUP 123 CHURCH STREET HAWTHORN VIC 3122

AQ495978V 29/11/2017

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1A	100	100
Lot 2A	100	100
Lot 2B	100	100
Lot 2C	100	100
Lot B1	50	50
Lot B2	25	25



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2022 02:39:23 PM

OWNERS CORPORATION 1
PLAN NO. PS509798N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B3	38	38
Lot B4	37	37
Lot B5	50	50
Lot B6	25	25
Lot B7	25	25
Lot B8	25	25
Lot B9	25	25
Lot B10	25	25
Lot B11	25	25
Lot B12	50	50
Lot B13	50	50
Lot B14	150	150
Total	1000.00	1000.00

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

Statement End.



Better communities.
The Whittles way.

Level 1, 664 Mountain Highway
Bayswater VIC 3153

03 9739 9400
whittles.com.au

Whittles Australia Pty Ltd
ABN 78 139 486 678

13/08/25

PROFESSIONAL CONVEYANCING SERVICES
4/57 VAN NESS AVENUE
MORNINGTON, VIC, 3931

Dear Sir/Madam

RE: PLAN OF SUBDIVISION NO 509798N
19-23 MACAULEY PLACE, BAYSWATER
ABN: 59797764150
Lot: B2

OWNER: J & J Murphy Superannuation Fund

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

1. Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$313.00 per quarter paid to 31/08/25. No GST is included within this contribution.

The contribution payable to the Maintenance Fund is currently \$0.00.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 13/08/2025.

2. Special Levies

No special levies payable

Future Dated Levies -

Account	Fund	Amount	Due By
Contributions 1/9/2025 to 30/11/2025	A	\$313.00	1/9/2025

Default interest is applied to overdue levies.

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

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

3. Insurance Details

Please refer to the attached Certificate of Currency / Certificate of Insurance.

The members of the Owners Corporation have NOT resolved that the members must arrange their own insurance cover.

4. Financial Status of the Owners Corporation

The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$22,455.87CR
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Maintenance Fund	\$0.00
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5. Owners Corporation Liabilities

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

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

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

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

7. Service to Members and Occupiers

The Owners Corporation has not made any agreement to provide services to members and occupiers and the public.

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

No notices or orders have been served on the Owners Corporation in the last 12 months.

9. Details of Legal Proceedings

There are no known legal proceedings known at this time to which the Owners Corporation is a party.

10. Appointed Manager

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

11. Administrator

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

12. Enclosures

- Minutes of the most recent Annual General Meeting
- Owners Corporation Rules
- Owner Statement
- Certificate of Currency / Certificate of Insurance
- Prescribed statement in Schedule 3

13. Records

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

14. Special Notes

Information to all Lots - No information

Specific Information relating to Lot B2 - No information

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

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

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

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

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

BPAY BILLER CODE: 96503

Reference: 2748231941126

Executed for and on behalf of PLAN OF SUBDIVISION NO 509798N



Signature

Amanda Barkway
Victorian Regional Manager

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)

On behalf of the Corporation 13/08/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

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

info.bayswater@whittles.com.au

SETTLEMENT DATE: ___ / ___ / ___

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

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

(All names IN FULL)

TELEPHONE NUMBERS:

HOME:	WORK:
_____	_____
MOBILE:	EMAIL:
_____	_____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

BROKER:
Professional Conveyancing Services
4/57 VAN NESS AVENUE, MORNINGTON

PLAN OF SUBDIVISION NO 509798N
19-23 MACAULEY PLACE, BAYSWATER
Lot: B2
OWNER: J & J Murphy Superannuation Fund

TAX INVOICE

13/08/2025

Whittles Australia Pty Ltd
ABN 78 139 486 678
PO Box 2110
Bayswater Village LPO VIC 3153

Professional Conveyancing Services
4/57 VAN NESS AVENUE
MORNINGTON VIC 3931

DESCRIPTION: Searching and completing document for provisions of
Section 151 of the Owners Corporations Act 2006, Lot : B2 at
19-23 MACAULEY PLACE, BAYSWATER

PLAN OF SUBDIVISION NO 509798N

FEE:	As prescribed	\$162.05	PAID
	Plus 10% GST	\$16.20	PAID

TOTAL DUE:	\$178.26	PAID
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OWNER: J & J Murphy Superannuation Fund

With Compliments

Schedule 3

Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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



Strata and Community Title Services

4 February 2025

Dear Owner,

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION NO 509798N 19-23 Macauley Place, BAYSWATER, VIC, 3153

Management and staff appreciate your confidence in appointing Whittles as your Owner Corporation for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Amanda Barkway
Victorian Regional Manager

Minutes of the Annual General Meeting PLAN OF SUBDIVISION NO 509798N

Meeting Date	Monday, 03 February 2025		
Meeting Location	Whittles Bayswater Office, Boardroom 1, Level 1, 664 Mountain Highway, Bayswater, VIC, 3153		
Time	05:00 PM		Closed: 05:57 PM
Lots Represented	Lot B1	J Murphy	Owner present
	Lot B12	M K S Thong	Owner present
	Lot B13	Evan Hiscock Super Pty Ltd	Owner present
	Lot B2	J & J Murphy Superannuation Fund	Owner present
	Lot B3	J & J Murphy Superannuation Fund	Owner present
	Lot B4	J & J Murphy Superannuation Fund	Owner present
Lots Represented	Lot 2C	R Joint	Proxy present Peter Joint

Chairperson	It was agreed that Amanda Barkway, Victorian Regional Manager, would assist by conducting the meeting
Additional Attendees	Amanda Barkway representing Whittles Australia Pty Ltd

Quorum
The Strata Manager declared that a quorum was not present and advised that the meeting under Section 98 of The Owners Corporation Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions. It was noted that in accordance with The Owners Corporation Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S. 78(4)(a)).

Item 1		
Declaration of Interest (Advice)		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2**Minutes & Business arising from the Previous Meeting****Ordinary Resolution**

It was resolved that the minutes of the last Annual General Meeting held on Tuesday 14 May 2024 and sent to all owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.**Motion 3****Strata Managers Report****Ordinary Resolution**

It was resolved that the report from the Strata Manager, as circulated to all lot owners, was discussed and accepted by the meeting.

Motion CARRIED.**Motion 4****Financial Statement Review****Ordinary Resolution**

It was resolved that the unaudited Statement of Accounts for the financial year ended 30 NOV 2024 which have been circulated to all members, is accepted.

Motion CARRIED.

Motion 5**Manager Appointment****Ordinary Resolution**

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

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

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

It was resolved that the Owners Corporation under sections 82 and 119 of the Owners Corporations Act 2006:

- i. to appoint Whittles Australia Pty Ltd as its Manager to supply Services,
- ii. to make the appointment for a Term of Twelve (12) months, being from the 1 DEC 2024 to 30 NOV 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. to authorise limited powers to Whittles Australia Pty Ltd,
- iv. to agree to pay Service Fees to Whittles Australia Pty Ltd,
- v. to acknowledge the Disclosures by Whittles Australia Pty Ltd, and
- vi. to execute by a member the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Australia Pty Ltd, and
- vii. that termination of the strata manager's appointment may be determined only by ordinary resolution of the respective Owners Corporation at a general meeting.

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

Motion CARRIED.**Motion 6****Election of Committee or Chairperson****Ordinary Resolution**

An owners corporation with 10 or more lots must elect a committee. An owners corporation with fewer than 10 lots may elect a committee. A committee must have at least 3 members and not more than 7 members unless owners resolve to have more than 7 members but not more than 12 members.

It was resolved that the following members would represent the Committee:

Chairperson - Janelle Murphy Lot B1

Member - Evan Hiscock (Lot B13)

Member - Matthew Thong (Lot B12)

Secretary - Whittles

Motion CARRIED.

Item 7**Delegation of Powers to the Committee (Advice)**

Please note that Section 11 of the Owners Corporations Act 2006 delegates all powers and functions that are capable of being delegated to the committee to make decisions on behalf of the owners corporation.

Also note that any powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated.

Item 8**Accredited Contractors (Advice)**

To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Owners Corporation decides by act or omission to engage a contractor who is not accredited with Whittles, the Owners Corporation acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means that if the contractor engaged by the Owners Corporation does not have the necessary accreditation, an injured party may seek damages from the Owners Corporation.

The Strata Manager will only request quotations from and instruct works to be undertaken on behalf of the Owners Corporation, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Owners Corporation Chairperson or a person authorised by the Owners Corporation to do so.

Motion 9**Workplace Safety Report****Ordinary Resolution**

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

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

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

Motion DEFEATED.

Motion 10**Essential Safety Measures Audit****Ordinary Resolution**

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

It was resolved that the Owners Corporation continue with In2Fire to conduct the Annual Essential Safety Measures Audit Report for the complex with costs to be met from the Administration Fund Budget.

Motion CARRIED.**Item 11****Current Insurance Details (Advice)**

A copy of the Owners Corporations current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.

Motion 12**Building Valuation****Ordinary Resolution**

All Owners Corporations (excluding tier 5 owners corporations) must obtain a valuation of all buildings at least every 5 years.

Whittles recommends a building valuation for insurance purposes be undertaken every 3 years. The last valuation was prepared on 17th March 2020 with a valued amount of \$7,240,000.

It was resolved that the Owners Corporation engage the services of a Licensed valuer to review the replacement value of the property which shall be adopted by the owners corporation on receipt and that a special levy be raised to cover the cost of the valuation and any endorsement on the insurance premium.

Motion CARRIED.

Motion 13**Insurance Renewal****Ordinary Resolution**

It was resolved that the Strata Manager is to retain the services of the existing broker who is to present quotations of the Owners Corporation's insurance. Once quotes received it was resolved to proceed with the Brokers recommendations.

Whittles wishes to note that it has no financial relationship with this broker, and Financial Service Law precludes us from assisting on any matter.

It is noted that the insurance will be transferred to MGA Insurance Brokers once large claim finalised, noting that the tenant of B3 are holding up the claim.

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

Contents Insurance

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

Commercial Only

Insurance of all stock, display fittings, machinery breakdown, loss of rent, business interruption and fidelity insurance, and all internal partitioning erected since the completion of the original building is the Owner's or trader's responsibility.

Members of the Owners Corporation were reminded that it is their legal responsibility to advise the Owners Corporation's Strata Managers of any change in use or occupancy of their lot, and that the Owners Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

Motion CARRIED.**Item 14****Insurance Excess (Advice)**

Please note that in accordance with Section 23A of the Owners Corporation Act 2006, where any insurance claim is for the benefit of a particular Lot or lots, any excess related to the claim shall be payable by that Lot or Lots by way of special levy.

Motion 15**Administration Fund Budget & Fees Review****Ordinary Resolution**

It was resolved that the Administration Fund budget be adopted and that the Administration Fund fees for the forthcoming year will remain the same at \$12,500.00 per quarter.

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

The annual Administration Fund Fees payable by each Lot Owner are to be paid quarterly instalments, as from 1 DEC 2024, each always in advance of the due date.

The fiscal year will end on 30 NOV 2025

Motion CARRIED.**Motion 16****Recovery of Outstanding Money****Ordinary Resolution**

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

It was resolved that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager or the Committee.

The process laid down by the Act is as follows:

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

Final Notices

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

Powers of Recovery

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

Motion CARRIED.

Motion 17**Penalty Interest on Fee Arrears****Ordinary Resolution**

It was resolved that Penalty Interest would not be charged.

Motion DEFEATED.

Item 18**Dispute Resolution (Advice)**

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

Item 19**External Windows**

Owners are reminded that the external windows form part of the lot and are the owners responsibility to maintain/repair/replace as required to ensure that their lot is water tight.

It is noted that Evan will liaise with Wayne regarding quote for window replacement and further that the quote will be broken down to a per lot cost. Any associated costs will be for the relevant lot owner and the shops (Station Street) will not be associated with any costs. A levy will be required to cover costs.

Item 20**Pull down hatch ladder**

Request for this to be an agenda item. Lot 14 to raise at meeting. On hold until windows are finalised.

Item 21**Cleaning**

Concern raised over the cleaning, noting that spider webs on first floor.
It is noted that the cleaner will remove cobwebs.

Item 22**Painting**

Discussion was held regarding painting of all common areas.
Owners present decided to put this on hold until other items such as window replacement is complete.

Item 23**Internal Roof Tiles**

Request from Lot 14 to be placed on agenda - Unresolved

Item 24**Alarm**

Discussion was held regarding getting system repaired so it works.
It is noted that Evan advised the location of alarm infrastructure and that Janelle will touch base with company to arrange necessary repairs.

Item 25**Annex**

Discussion was held regarding having the annex repaired, noting that this cost to be borne by the 14 lots only.
Unresolved and on hold.

Item 26**Barn Door**

Repairs required to flooring, including metal strip on tiled edge.
Quotation to be obtained for necessary repairs, noting that there are tiles on site. Further to this, quote to include non slip coating on tiles. Send to committee for a decision.

Item 27**Lift**

Owners are advised that there is a 3-year agreement with Prestige Lifts who attend twice per year to service lift through to 2027.

Item 28**General Discussion (Advice)****Trees**

Noted that updated quote to be received and sent to the committee. Further to this, quote to be obtained to remove the "garden beds" in laneway as wall not stable. To be sent to committee for a decision, noting this cost would be borne by all lot owners.

Security Gate (Station Street)

Agreed to accept quote for the replacement gate, noting that a claim will be not be lodged as less than excess.

Fire Door (Old)

Manager to arrange for old fire door to be removed, noting located under stair well (ground floor). Contractor can contact Janelle for further information.

Gas Bottles (in laneway)

Manager is to liaise with the agent and request compliance paperwork pertaining to the gas bottles and that they are maintained/serviced as required.

Postal Ballot

It was agreed that the manager would again prepare a ballot for the alterations to Plan of Subdivision. The ballot completed in 2024 failed as a unanimous resolution is required. Costs will be included in the ballot. Owners are advised that should the ballot not be successful; the owners will take legal action and proceed to VCAT which could be quite costly.

Café

Manager is to liaise with the agent regarding tenants for café. They have been seen pouring oil down drains. This is a major EPA matter and tenants must cease immediately. Agent to advise if grease trap is installed for the café.

Guttering

Noting that guttering will require replacement in due course. Manager to obtain quotes with works proceeding if a ballot is successful, noting that is only a cost to the 14 lots in Macauley Place.

Item 29**Next Meeting & Closure (Advice)**

The next Annual General Meeting will be held on a date to be advised.
The meeting closed at 5.57 pm.

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

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

*** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.**

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNER STATEMENT

Plan Of Subdivision No 509798n, 19-23 Macauley Place, Bayswater
Unit B2 : MURP17 J & J Murphy Superannuation Fund

BILLINGS THROUGH THE PERIOD 13/08/23 - 13/08/26

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Received	Balance
22/12/23	221180: (A) Receivables	Admin Contributions 01/12/23 - 29/02/24 Arrears from prev management Due & Payable by 01/12/23	\$312.50	\$312.50	05/04/24	\$0.00
22/01/24	235928: (A) Final notice fee	Admin Final Notice Fee 22/01/24	\$44.00	\$44.00	14/03/24	\$0.00
19/02/24	240940: (A) Contributions arrears	Interest On Overdue Levies To 02/02/24	\$4.60	\$4.60	14/03/24	\$0.00
14/03/24	259433: (A) Contributions arrears	Reverse Interest on Arrears Due & Payable by 14/03/24	\$-4.60	\$-4.60	14/03/24	\$0.00
14/03/24	259434: (A) Final notice fee	Reverse Final Notice Fee Issued 22/01/24 Due & Payable by 14/03/24	\$-44.00	\$-44.00	14/03/24	\$0.00
18/03/24	259588: (A) Contributions	01/03/24 to 31/05/24	\$313.00	\$313.00	17/05/24	\$0.00
19/03/24	260317: (A) Contributions arrears	Interest On Overdue Levies To 02/03/24	\$2.45	\$2.45	05/04/24	\$0.00
05/04/24	270749: (A) Contributions arrears	Reverse Interest on Arrears Due & Payable by 05/04/24	\$-2.45	\$-2.45	05/04/24	\$0.00
17/06/24	311929: (A) Contributions	01/06/24 to 31/08/24	\$313.00	\$313.00	12/07/24	\$0.00
22/07/24	328428: (A) Contributions	01/09/24 to 30/11/24	\$313.00	\$313.00	20/09/24	\$0.00
21/10/24	380322: (A) Contributions	01/12/24 to 28/02/25	\$313.00	\$313.00	19/12/24	\$0.00
20/01/25	432641: (A) Contributions	01/03/25 to 31/05/25	\$313.00	\$313.00	31/01/25	\$0.00
22/04/25	489036: (A) Contributions	01/06/25 to 31/08/25	\$313.00	\$313.00	04/06/25	\$0.00
21/07/25	540545: (A) Contributions	01/09/25 to 30/11/25	\$313.00			
Totals			\$2,503.50	\$2,190.50		\$313.00

JOURNALS

14/03/24	\$44.00
14/03/24	\$4.60
14/03/24	\$-4.60
14/03/24	\$-44.00
05/04/24	\$2.45
05/04/24	\$-2.45
Total Journals	\$0.00

PAYMENTS MADE ON THE FOLLOWING DATES

04/04/24	\$312.50
16/05/24	\$313.00
11/07/24	\$313.00
19/09/24	\$313.00
18/12/24	\$313.00
30/01/25	\$313.00
03/06/25	\$313.00
Total Payments	\$2,190.50

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 10/04/2025
Reference No: DOC0000992116

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Owners Corporation 509798N
Type of Insurance: Commercial Strata

Policy Number: 01R8460908
Period of Insurance: From 4:00PM 01/05/2025
To 4:00PM 01/05/2026

OVERVIEW

Insured:	Owners Corporation 509798N	
Situation:	19 MACAULEY PLACE, BAYSWATER VIC 3153	
Section 1:	Building including common contents	\$7,312,400.00
	Loss of Rent/Temporary Accommodation (15%)	\$1,096,860.00
	Catastrophe or Emergency	Not included
	Additional Loss of Rent/Temporary Accommodation	Not included
	Floating Floors	Included
	Flood	Not included
Section 2:	Glass	Included
Section 3:	Theft	Included
Section 4:	Liability	\$ 20,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	\$100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000

CERTIFICATE OF CURRENCY



Policy Number: 01R8460908

Insured: Owners Corporation 509798N

EXCESSES

Section 1 - Building including Common Contents

\$10,000.00 each malicious damage, vandalism & graffiti claim for each vacant lot

\$2,000.00 all other claims + as per policy wording

\$10,000.00 bursting, leaking, discharging or overflowing of pipes and/or apparatus and any resultant damage

\$10,000.00 water damage claims

Section 2 - Glass

\$10,000.00 each claim for each vacant lot

\$2,000.00 all other claims

Section 3 - Theft

\$10,000.00 each claim for each vacant lot

\$2,000.00 all other claims

Section 11 - Machinery Breakdown

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.