

# Contract of Sale of Real Estate

Property address **309/277 Raglan Street, Preston 3072**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

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

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025

**Print name(s) of person(s) signing:** **KONSTANTINOS THEODOROPOULOS AND ANNA THEODOROPOULOS**

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766      Mob:      Fax: 03 9464 3177      Ref:

#### Vendor

**KONSTANTINOS THEODOROPOULOS AND ANNA THEODOROPOULOS**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**  
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140      Mob:      Fax:      Ref: JK:24/3278JK

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

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

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11432	Folio	608	309	627034M
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **309/277 Raglan Street, Preston 3072**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

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

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

**Settlement** (general condition 17)

is due on .....

**PLEASE NOTE - NO Settlements between 20/12/2024-15/01/2025 – our office will be closed.**

**See special condition 25.**

**Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.**

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

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

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

<b>Special conditions</b>
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INFORMATION ONLY

**GST WITHHOLDING NOTICE**

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

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

**GST Withholding Payment Details**

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

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

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

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

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

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

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

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

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. Acceptance of title

General condition 12.4 is added:

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

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
  - 3.3 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)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
    - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
    - (b) promptly provide the vendor with proof of payment; and
    - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
    - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
    - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
  - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
  - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
  - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

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

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 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.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

despite:

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

5.10 The vendor warrants that:

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

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## **12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing

the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2025 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2025

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....

Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 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;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 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.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
  - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - there are no debts secured against the property; or
    - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - by cheque drawn on an authorised deposit-taking institution; or
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

#### 17. SETTLEMENT

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

#### 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

## Rural properties

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

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

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

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	309/277 Raglan Street, Preston 3072
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<b>Vendor's name</b>	KONSTANTINOS THEODOROPOULOS	<b>Date</b> / /
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<b>Vendor's signature</b>	
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<b>Vendor's name</b>	ANNA THEODOROPOULOS	<b>Date</b> / /
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<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

	To	
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Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

If any are contained in the attached certificates and/or statements.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

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

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

## 8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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

Page 1 of 2

VOLUME 11432 FOLIO 608

Security no : 124121204759A  
Produced 15/01/2025 09:22 AM

**LAND DESCRIPTION**

Lot 309 on Plan of Subdivision 627034M.  
PARENT TITLE Volume 10231 Folio 846  
Created by instrument PS627034M 08/07/2013

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KONSTANTINOS THEODOROPOULOS  
ANNA THEODOROPOULOS both of 7 POPPLE AVENUE SOUTH MORANG VIC 3752  
AK704508E 08/11/2013

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY244708L 26/07/2024  
MACQUARIE BANK 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 PS627034M 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 309 277 RAGLAN STREET PRESTON VIC 3072

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 26/07/2024

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS627034M  
OWNERS CORPORATION 2 PLAN NO. PS627034M

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

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DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS627034M</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	<b>15/01/2025 09:22</b>

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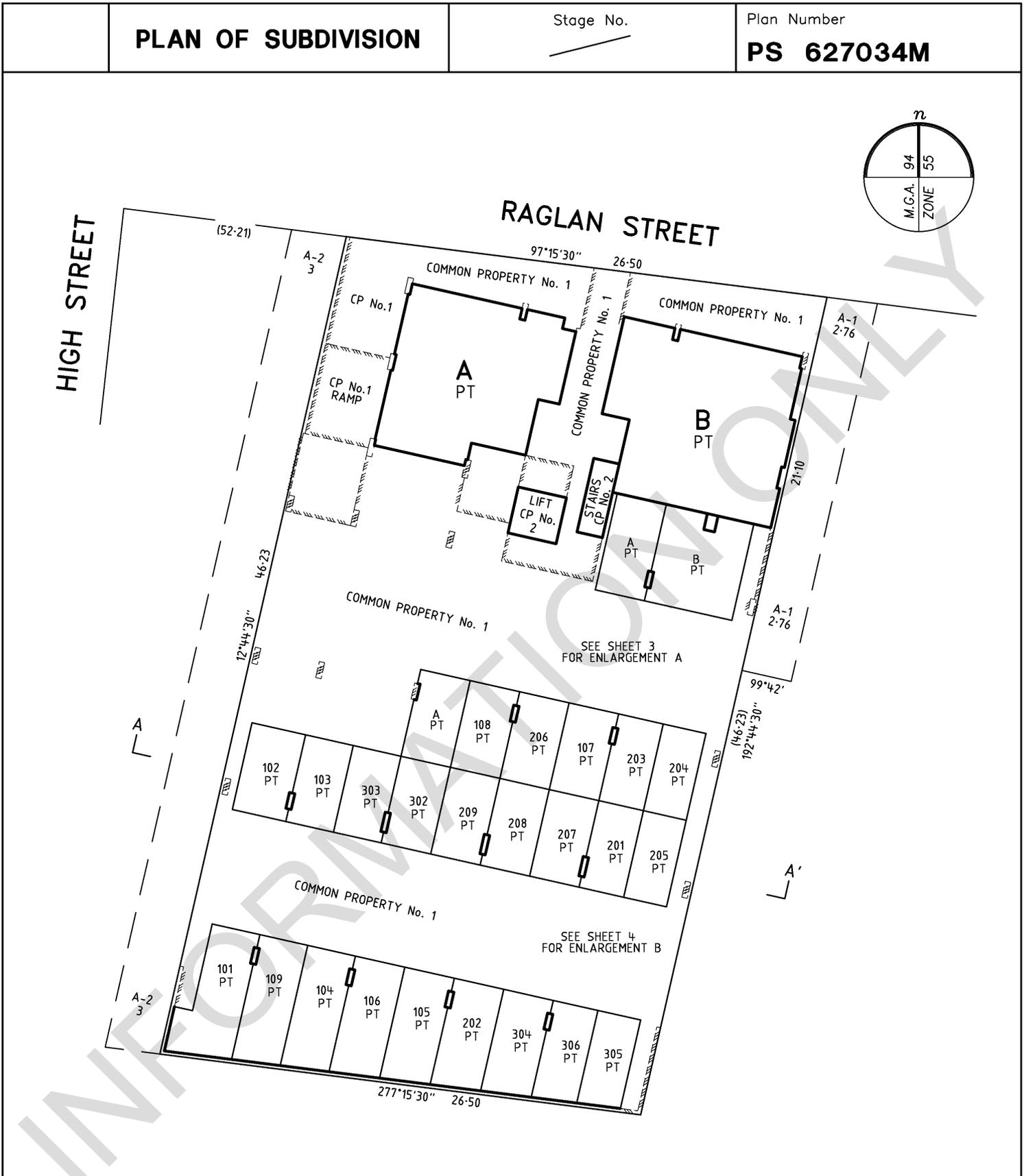
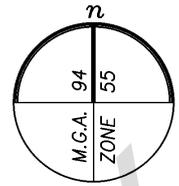
<b>PLAN OF SUBDIVISION</b>		Stage No. <hr/>	LR use only <b>EDITION 1</b>	Plan Number <b>PS 627034M</b>
Location of Land Parish: <b>JIKA JIKA</b>  Township: Section: --- Crown Allotment: --- Crown Portion: <b>138 (PART)</b>  Title Reference: <b>VOL 10231 FOL 846</b>  Last Plan Reference: <b>LOT 3 ON PS 342542D</b> Postal Address: <b>277 RAGLAN STREET, (at time of subdivision) PRESTON, 3072</b>  MGA Co-ordinates E <b>324065</b> Zone: <b>55</b> (of approx. centre N <b>5820130</b> of land in plan)		<b>Council Certification and Endorsement</b> Council Name: <b>DAREBIN CITY COUNCIL</b> Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>OPEN SPACE</b> (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 / /		
<b>Vesting of Roads and/or Reserves</b>				
Identifier		Council/Body/Person		
NIL		NIL		
<b>Notations</b>				
<b>Staging</b>		This is/is not a staged subdivision Planning Permit No.		
<b>Depth Limitation</b>		<b>DOES NOT APPLY</b>		
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES  COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND COMMON PROPERTY No. 2  ALL STRUCTURAL COLUMNS, WALLS, SLABS AND BEAMS AND DUCTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN CP No. 1, UNLESS OTHERWISE NOTED.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.  <b>Survey</b> This plan is/ <del>is not</del> based on survey This survey has been connected to permanent marks no(s) <b>PM 179</b> In Proclaimed Survey Area No.				
<b>Easement Information</b>				
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance		A - Appurtenant Easement R - Encumbering Easement (Road)
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
A-1	WAY, DRAINAGE, SEWERAGE, LIGHT AND AIR	2.76	TR. 794314	LOTS ON PS 342542D
A-2	CARRIAGEWAY	3	W 205165 B	LOT 3 ON PS 342542D
----- DENOTES STRUCTURE CP No 1 - COMMON PROPERTY No. 1 CP No 2 - COMMON PROPERTY No. 2 P - PROJECTION OF UNDERSIDE OF CEILING B - BALCONY <b>THIS IS A SPEAR PLAN</b>				
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992				LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE ..... DIGITALLY SIGNED ..... DATE / / REF 6684003 17/06/13 VERSION F DWG 668400AF
				COUNCIL DELEGATE SIGNATURE Original sheet size A3
Received <input checked="" type="checkbox"/>  Date 2/07/2013				LR use only PLAN REGISTERED TIME 2:44PM DATE 8/07/2013  J Khaouli Assistant Registrar of Titles
				Sheet 1 of 14 sheets

# PLAN OF SUBDIVISION

Stage No.

Plan Number

## PS 627034M



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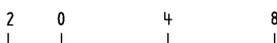
### SITE DIAGRAM & GROUND STOREY DIAGRAM 1

Sheet 2

ORIGINAL

SCALE

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LENGTHS ARE IN METRES

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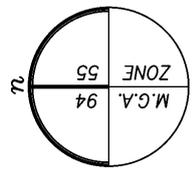
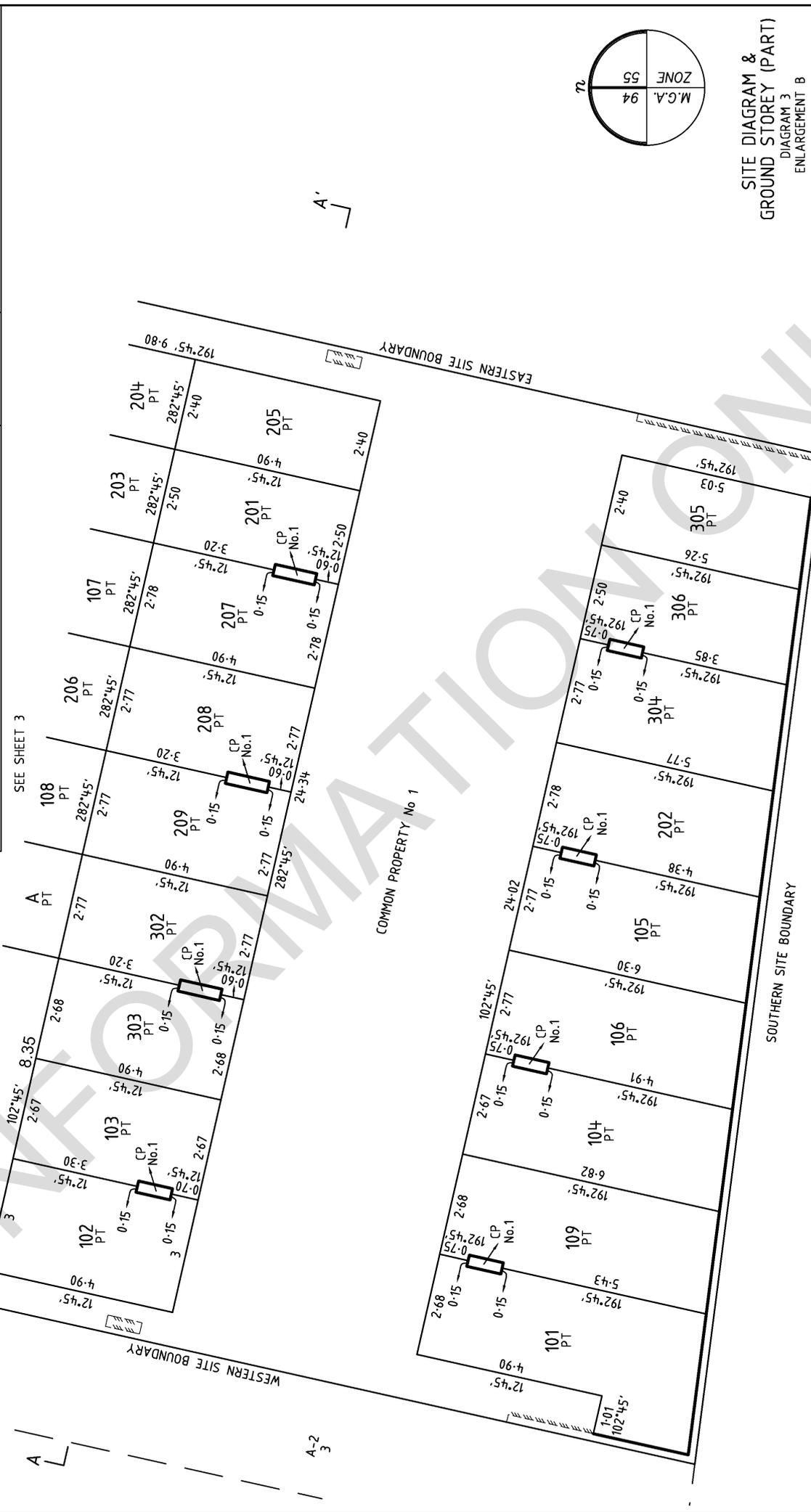
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Plan Number  
**PS 627034M**

Stage No. /

**PLAN OF SUBDIVISION**



**SITE DIAGRAM &  
GROUND STOREY (PART)**  
DIAGRAM 3  
ENLARGEMENT B

Sheet 4

DATE / /

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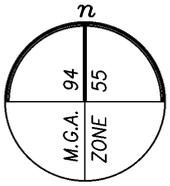
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**PLAN OF SUBDIVISION**

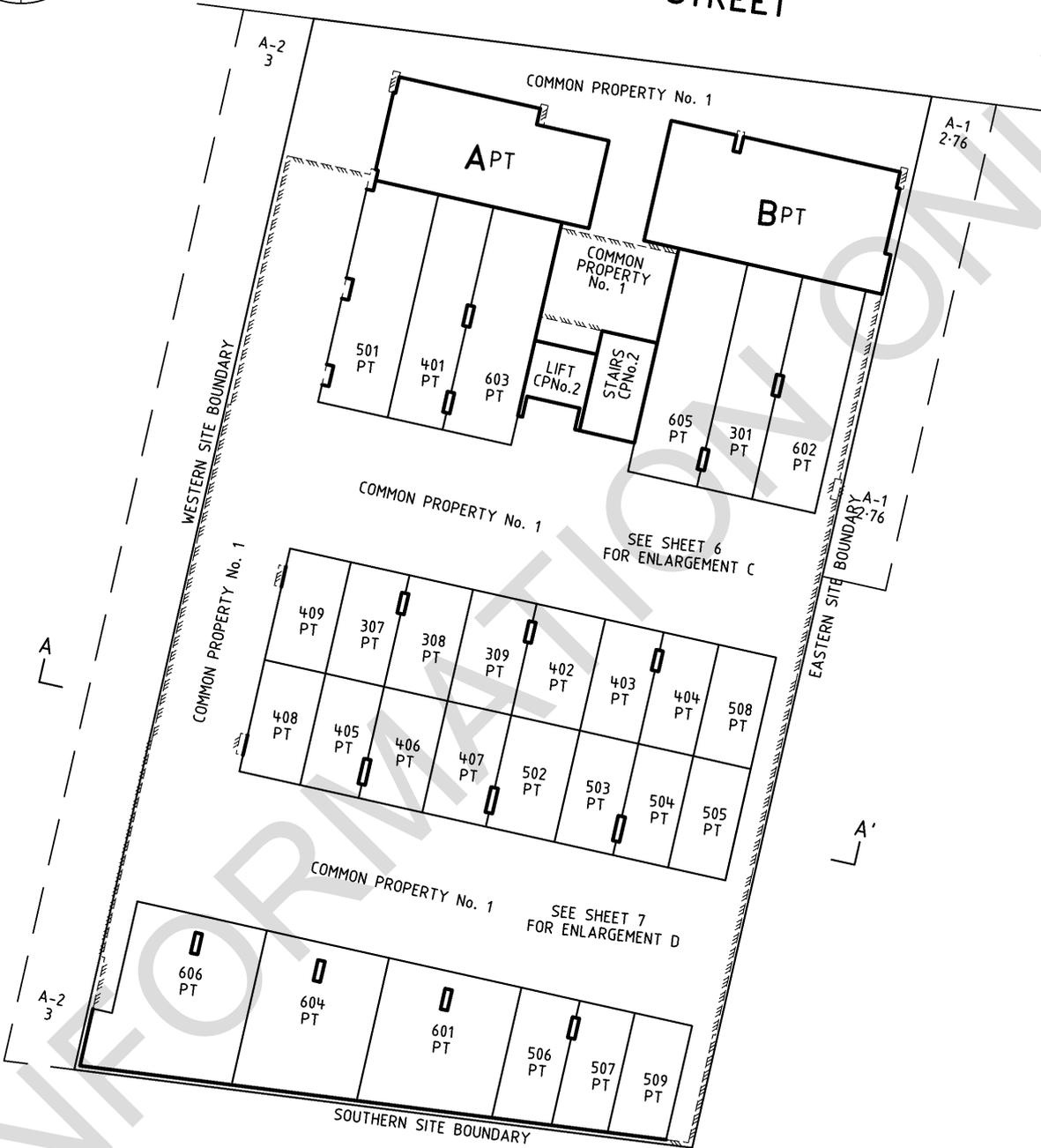
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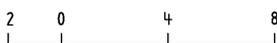
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 DIAGRAM 4**

Sheet 5

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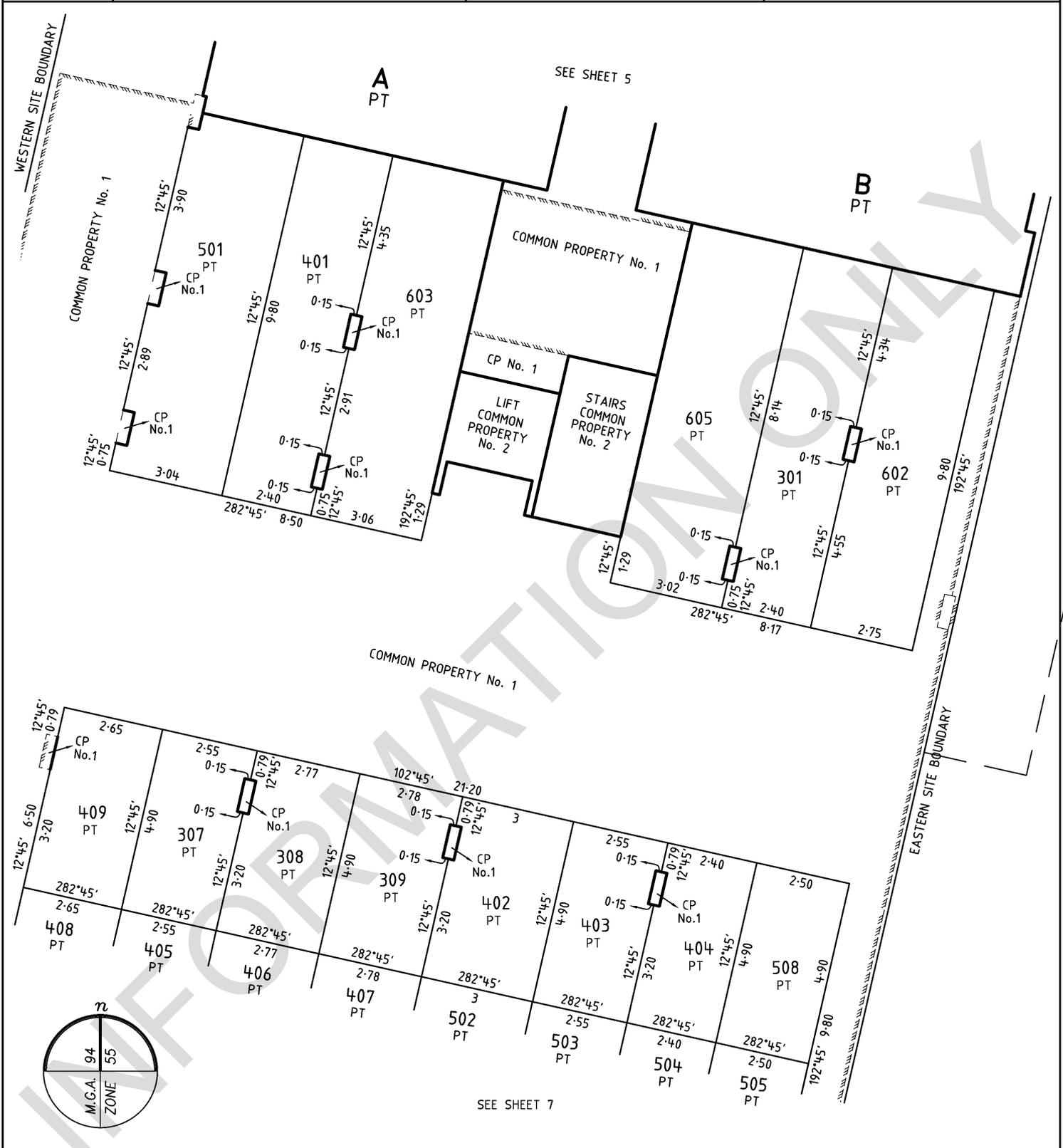
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<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width: 50px; margin: 0 auto;"/>	Plan Number <b>PS 627034M</b>
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ORIGINAL  SCALE  1:100	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT)    ANDREI FIJAN SIGNATURE    DIGITALLY SIGNED    DATE    /    / REF 6684003    17/06/13    VERSION F DWG 668400AF	Sheet 6  DATE    /    /  COUNCIL DELEGATE SIGNATURE Original sheet size A3

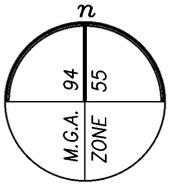


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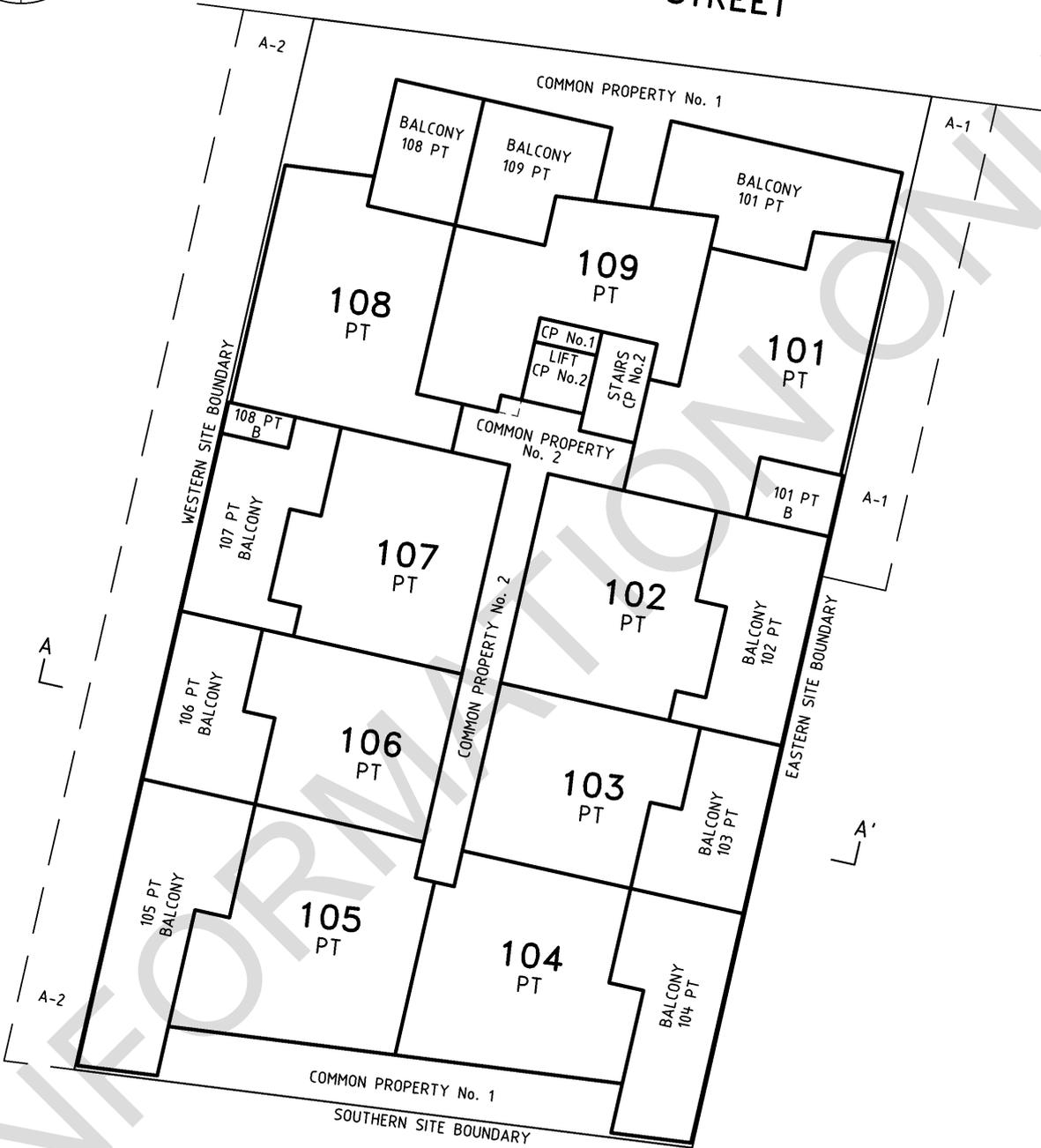
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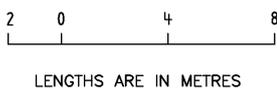
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 DIAGRAM 7**

Sheet 8

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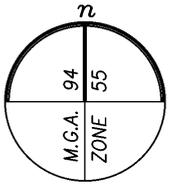
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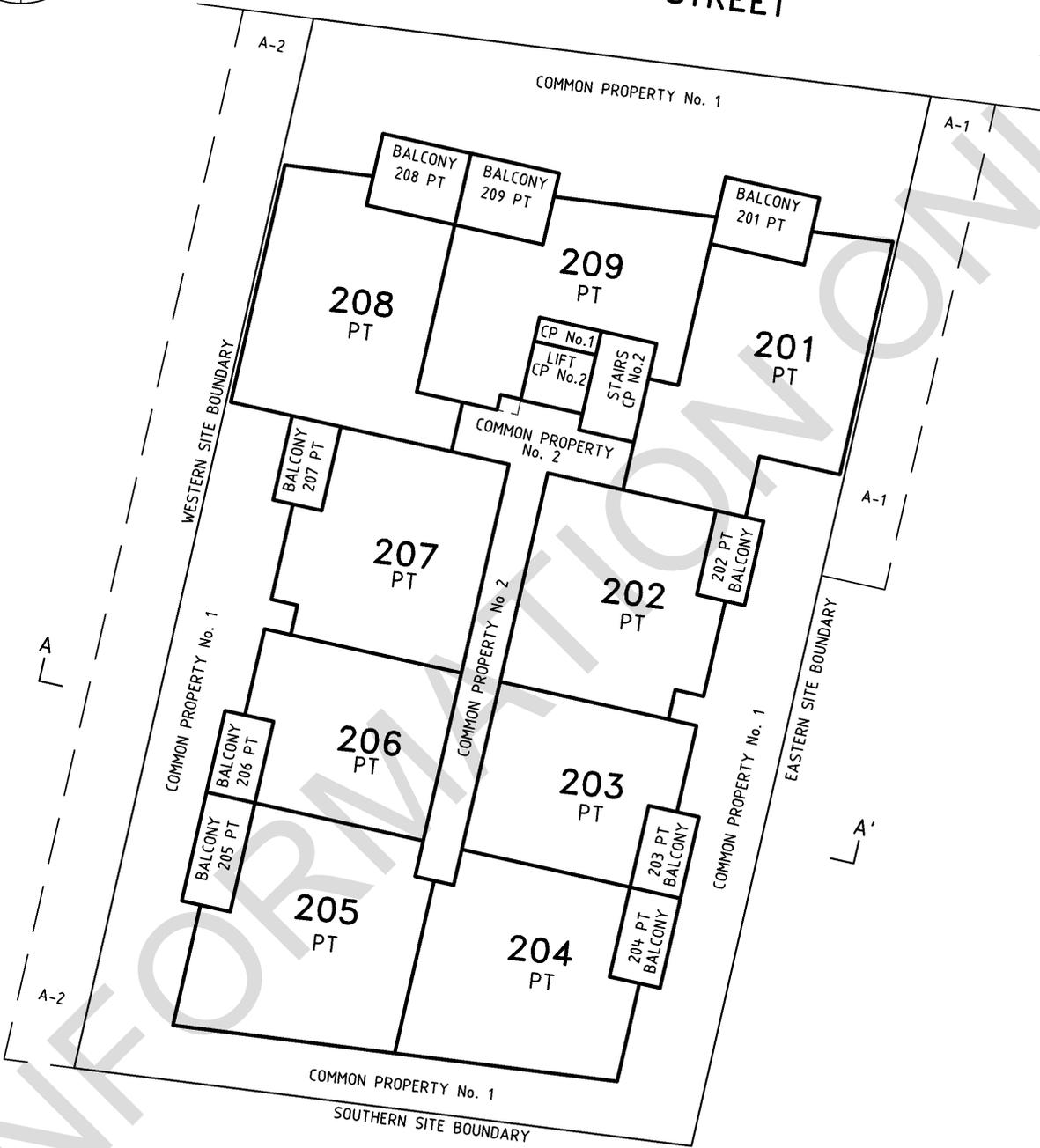
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**LEVEL 2  
 DIAGRAM 8**

Sheet 9

ORIGINAL

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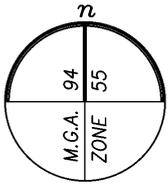
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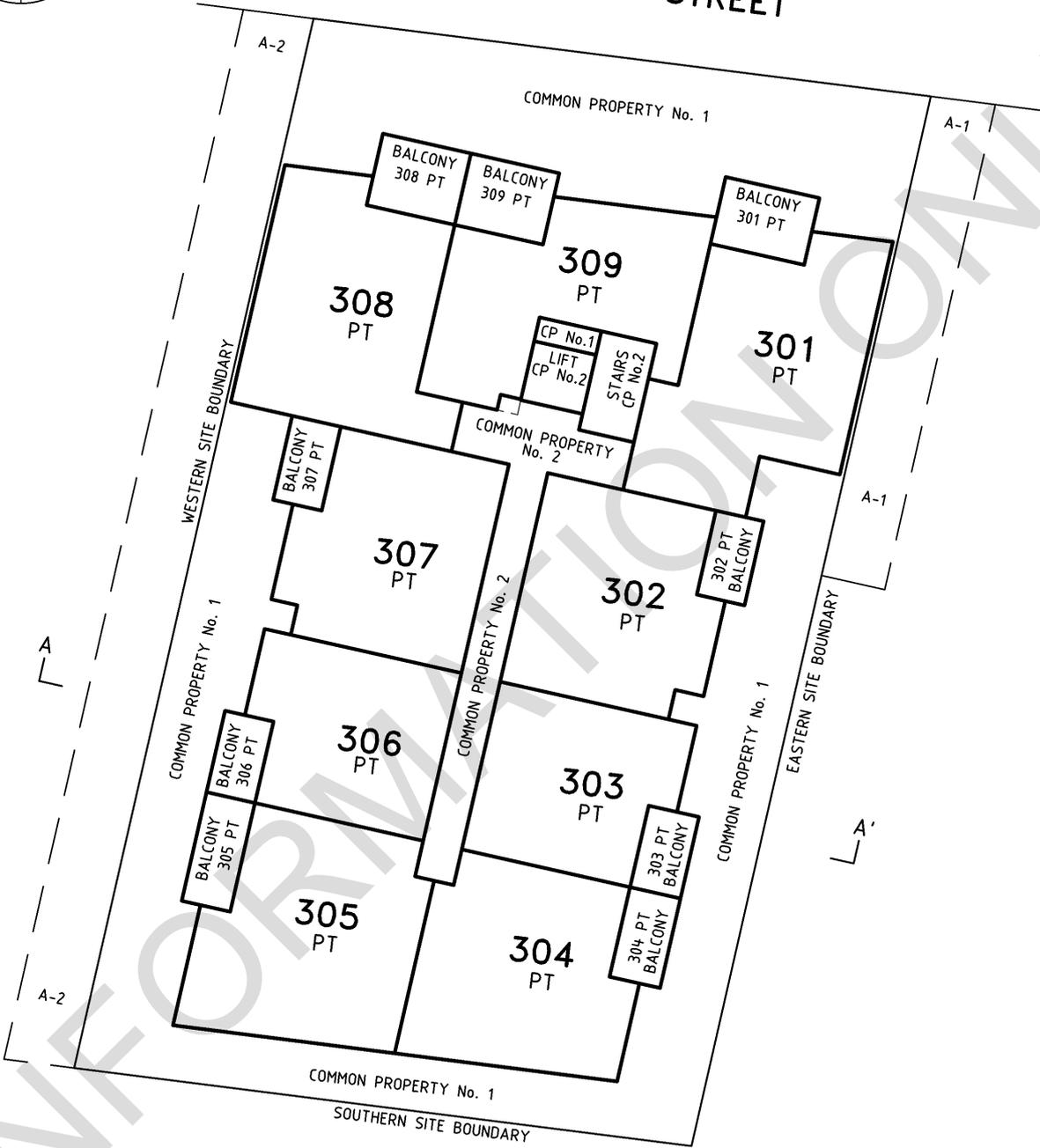
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**LEVEL 3  
 DIAGRAM 9**

Sheet 10

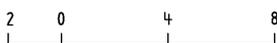
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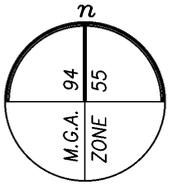
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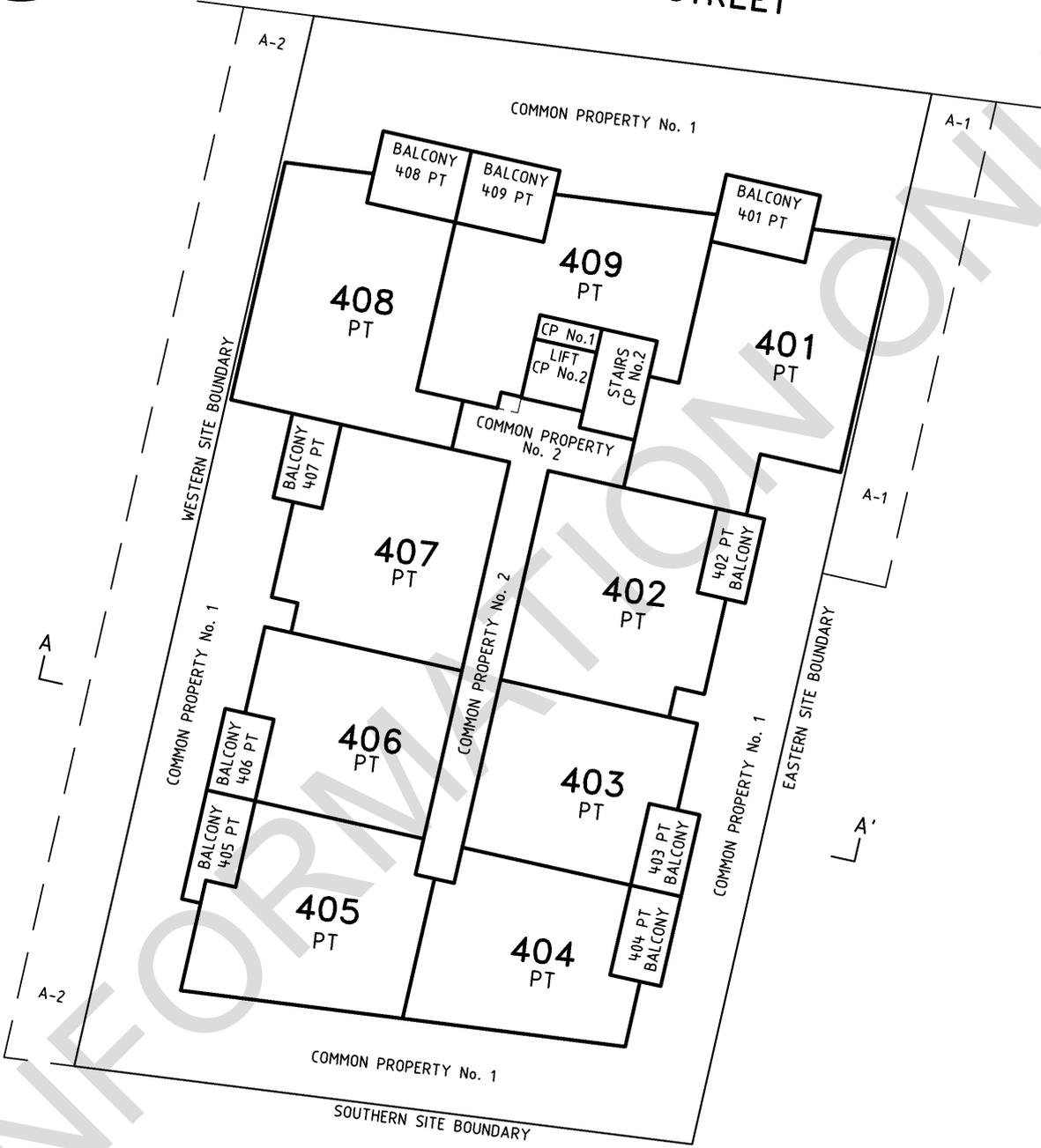
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<b>PLAN OF SUBDIVISION</b>	Stage No. /	Plan Number <b>PS 627034M</b>
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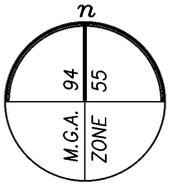


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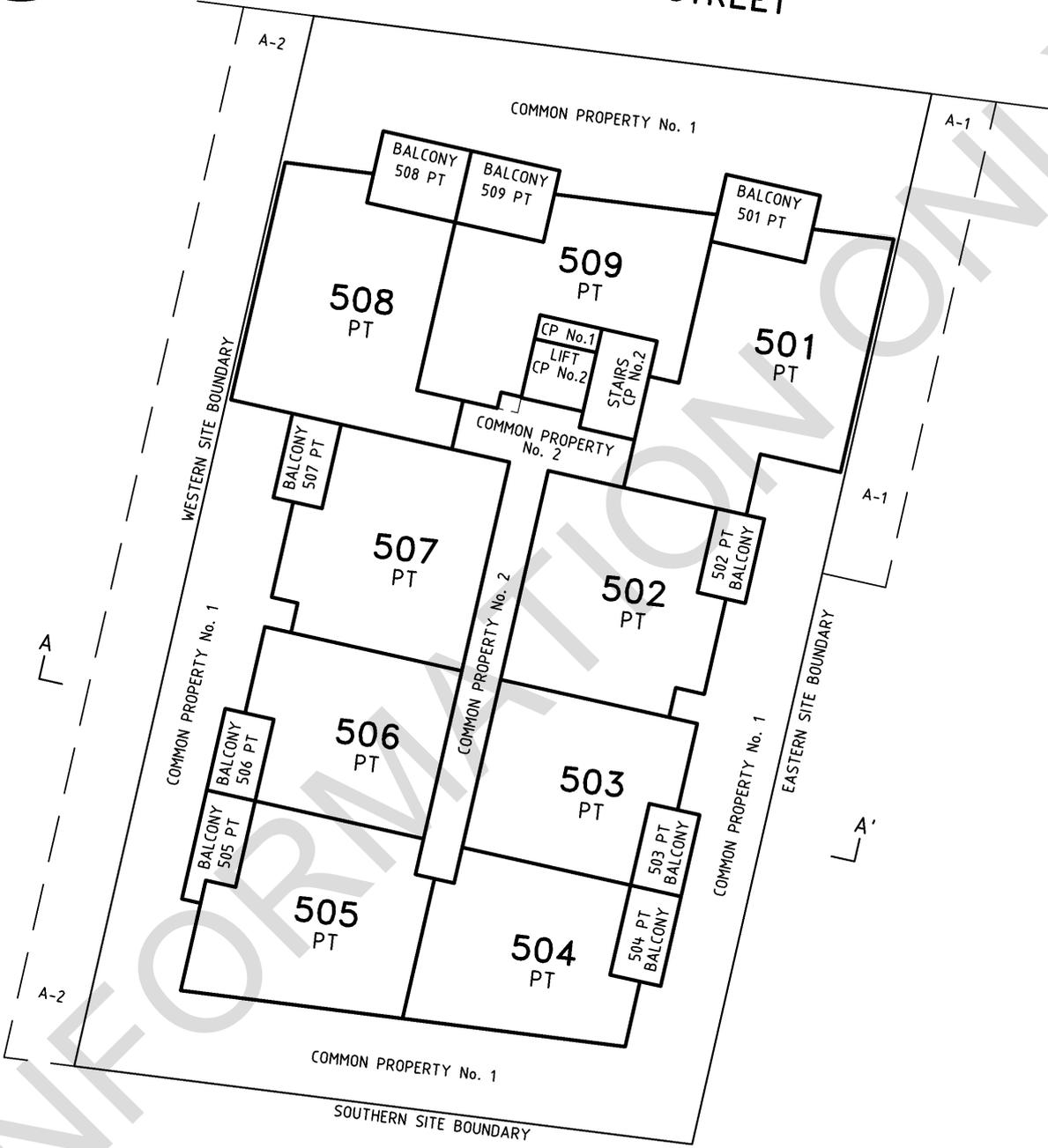
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<b>PLAN OF SUBDIVISION</b>	Stage No. /	Plan Number <b>PS 627034M</b>
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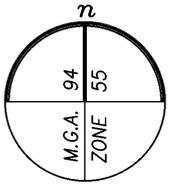


**LEVEL 5**  
**DIAGRAM 11**

Sheet 12

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	Plan Number <b>PS 627034M</b>
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**LEVEL 6**  
**DIAGRAM 12**

Sheet 13

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			COUNCIL DELEGATE SIGNATURE
			Original sheet size A3



## Plan of Subdivision PS627034M

### Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S032781M

Plan Number: PS627034M

Responsible Authority Name: Darebin City Council

Responsible Authority Reference Number 1: D/139/2013

Responsible Authority Reference Number 2: SUB/47/2013

Surveyor's Plan Version: F

#### Certification

This plan is certified under section 6 of the Subdivision Act 1988

#### Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

#### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Ben Nicholson

Organisation: Darebin City Council

Date: 20/06/2013



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/01/2025 09:25:05 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS627034M**

The land in PS627034M is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 101 - 109, 201 - 209, 301 - 309, 401 - 409, 501 - 509, 601 - 606, A, B.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

MIA PROPERTY MANAGER 789 NICHOLSON STREET CARLTON NORTH VIC 3054

AM453414S 06/01/2016

### 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:

1. OC018795F 08/07/2013
2. PS627034M 08/07/2013

### Additional Owners Corporation Information:

OC018793K 08/07/2013

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 101	246	246
Lot 102	221	221
Lot 103	167	167
Lot 104	214	214



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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OWNERS CORPORATION 1  
PLAN NO. PS627034M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	229	229
Lot 106	173	173
Lot 107	201	201
Lot 108	204	204
Lot 109	192	192
Lot 201	200	200
Lot 202	189	189
Lot 203	138	138
Lot 204	171	171
Lot 205	188	188
Lot 206	138	138
Lot 207	162	162
Lot 208	188	188
Lot 209	165	165
Lot 301	222	222
Lot 302	188	188
Lot 303	138	138
Lot 304	171	171
Lot 305	188	188
Lot 306	138	138
Lot 307	162	162
Lot 308	188	188
Lot 309	165	165
Lot 401	222	222
Lot 402	188	188
Lot 403	138	138
Lot 404	147	147
Lot 405	164	164
Lot 406	138	138



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS627034M**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 407	162	162
Lot 408	188	188
Lot 409	165	165
Lot 501	222	222
Lot 502	188	188
Lot 503	138	138
Lot 504	147	147
Lot 505	164	164
Lot 506	138	138
Lot 507	162	162
Lot 508	188	188
Lot 509	165	165
Lot 601	303	303
Lot 602	241	241
Lot 603	237	237
Lot 604	279	279
Lot 605	241	241
Lot 606	287	287
Lot A	220	220
Lot B	266	266
<b>Total</b>	<b>10044.00</b>	<b>10044.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 15/01/2025 09:25:05 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS627034M**

The land in PS627034M is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 109, 201 - 209, 301 - 309, 401 - 409, 501 - 509, 601 - 606.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

MIA PROPERTY MANAGER 789 NICHOLSON STREET CARLTON NORTH VIC 3054

AM453414S 06/01/2016

### 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:

OC018794H 08/07/2013

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	217	217
Lot 102	199	199
Lot 103	145	145
Lot 104	184	184
Lot 105	202	202



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2025 09:25:05 AM

OWNERS CORPORATION 2  
PLAN NO. PS627034M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	144	144
Lot 107	179	179
Lot 108	182	182
Lot 109	162	162
Lot 201	178	178
Lot 202	162	162
Lot 203	116	116
Lot 204	149	149
Lot 205	166	166
Lot 206	116	116
Lot 207	140	140
Lot 208	166	166
Lot 209	143	143
Lot 301	178	178
Lot 302	166	166
Lot 303	116	116
Lot 304	149	149
Lot 305	166	166
Lot 306	116	116
Lot 307	140	140
Lot 308	166	166
Lot 309	143	143
Lot 401	178	178
Lot 402	166	166
Lot 403	116	116
Lot 404	125	125
Lot 405	142	142
Lot 406	116	116
Lot 407	140	140



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 15/01/2025 09:25:05 AM

OWNERS CORPORATION 2  
PLAN NO. PS627034M

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 408	166	166
Lot 409	143	143
Lot 501	178	178
Lot 502	166	166
Lot 503	116	116
Lot 504	125	125
Lot 505	142	142
Lot 506	116	116
Lot 507	140	140
Lot 508	166	166
Lot 509	143	143
Lot 601	249	249
Lot 602	197	197
Lot 603	193	193
Lot 604	212	212
Lot 605	197	197
Lot 606	235	235
<b>Total</b>	<b>8157.00</b>	<b>8157.00</b>

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

Statement End.

**Certificate Number: 3804/2024**  
**Darebin Reference Number: 74411.0**

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989**

<b>Date of Issue</b>	15-Jan-2025
<b>Assessment Number</b>	<b>74411.0</b>
<b>Applicant Reference</b>	75509870-021-8:110327
<b>Certificate Number</b>	3804/2024
<b>Property Location</b>	309/277 Raglan Street PRESTON VIC 3072
<b>Property Description</b>	CT-11432/608 Lot 309 PS 627034 AVPCC 125.4 - OYO Strata Flat

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.**

Site Value	\$50,000
<b>Capital Improved Value</b>	<b>\$470,000</b>
Net Annual Value	\$23,500

**Certificate Number: 3804/2024**  
**Darebin Reference Number: 74411.0**

### Rates and charges levied for the period 01/07/2024 - 30/06/2025

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	<b>0.00174674</b>	Residential Vacant Land	<b>0.00524022</b>
Business	<b>0.00305680</b>	Business Vacant Land	<b>0.00698696</b>
Vacant Retail Land	<b>0.00698696</b>	Mixed Use Land	<b>0.00244544</b>

<b>Arrears to 30-Jun-2024</b>	\$0.00
<b>Arrears of Legal Fees</b>	\$0.00
<b>General Rates</b>	\$820.95
<b>Fire Service Property Levy</b>	\$172.90
<b>Environmental Charge</b>	\$26.40
<b>Interest on Current Rates to Date</b>	\$0.00
<b>Interest on Arrears to Date</b>	\$0.00
<b>Legal Costs</b>	\$0.00
<b>Lees State Government Pension Rebate</b>	\$0.00
<b>Less Council Concession</b>	\$0.00
<b>Less FSPL Rebate</b>	\$0.00
<b>Less Payments</b>	-\$408.25
<b>Rates and Charges due:</b>	\$612.00
<b>Special Rates and Charges due:</b>	\$0.00
<b>Total due for property: 309/277 Raglan Street PRESTON VIC 3072</b>	<b>\$612.00</b>

#### Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0744110**  
**To pay \$612.00**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 744110 to pay \$612.00**

**To obtain a Land Information Certificate update please telephone 03 8470 8880 or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au) with your certificate number and the property address.**

**Certificate Number: 3804/2024**  
**Darebin Reference Number: 74411.0**

### **General Information**

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au) to view a copy of Council's Policy.

**DISCLAIMER:** Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

**Vendor Conveyancer note:** If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



**Certificate Number: 3804/2024**  
**Darebin Reference Number: 74411.0**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

**Please note that this property has a private waste collection and no Council bins will be issued.**

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello  
**REVENUE SERVICES COORDINATOR**

INFORMATION ONLY

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

<b>Your Reference:</b>	24/3278JK
<b>Certificate No:</b>	81573290
<b>Issue Date:</b>	20 JAN 2025
<b>Enquiries:</b>	MXS26

**Land Address:** UNIT 309, 277 RAGLAN STREET PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40668036	309	627034	11432	608	\$500.00

**Vendor:** ANNA THEODOROPOULOS & KONSTANTINOS THEODOROPOULOS

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
KON THEODOROPOULOS	2025	\$50,000	\$500.00	\$0.00	\$500.00

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$470,000
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SITE VALUE (SV):	\$50,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$500.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 81573290

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$50,000

Calculated as \$500 plus ( \$50,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,700.00

Taxable Value = \$470,000

Calculated as \$470,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 81573290

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 81573290

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 24/3278JK

Certificate No: 81573290

Issue Date: 20 JAN 2025

Enquires: MXS26

Land Address: UNIT 309, 277 RAGLAN STREET PRESTON VIC 3072

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40668036	309	627034	11432	608	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$470,000

SITE VALUE: \$50,000

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81573290

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3278JK
Certificate No:	81573290
Issue Date:	20 JAN 2025

**Land Address:** UNIT 309, 277 RAGLAN STREET PRESTON VIC 3072

Lot	Plan	Volume	Folio
309	627034	11432	608

**Vendor:** ANNA THEODOROPOULOS & KONSTANTINOS THEODOROPOULOS

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 81573290

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 81573297

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 81573297

### Visa or Mastercard

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

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

### Important payment information

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

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 15th January 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 309 277 RAGLAN STREET, PRESTON 3072  
CITY OF DAREBIN

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 15th January 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75509870 - 75509870092054 '396012'

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1100977

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

THEODOROPOULOS, KONSTANTINOS

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 309 PLAN PS627034 ALSO KNOWN AS 309/277 RAGLAN STREET PRESTON  
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a ENVIRONMENTAL AUDIT OVERLAY
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/darebin>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

15 January 2025

**Sonya Kilkenny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

15th January 2025

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	309/277 RAGLAN STREET PRESTON 3072
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	30910891
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	309/277 RAGLAN STREET PRESTON 3072
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

This property is connected to sewer by means of a combined sewer drain

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	309/277 RAGLAN STREET PRESTON 3072
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

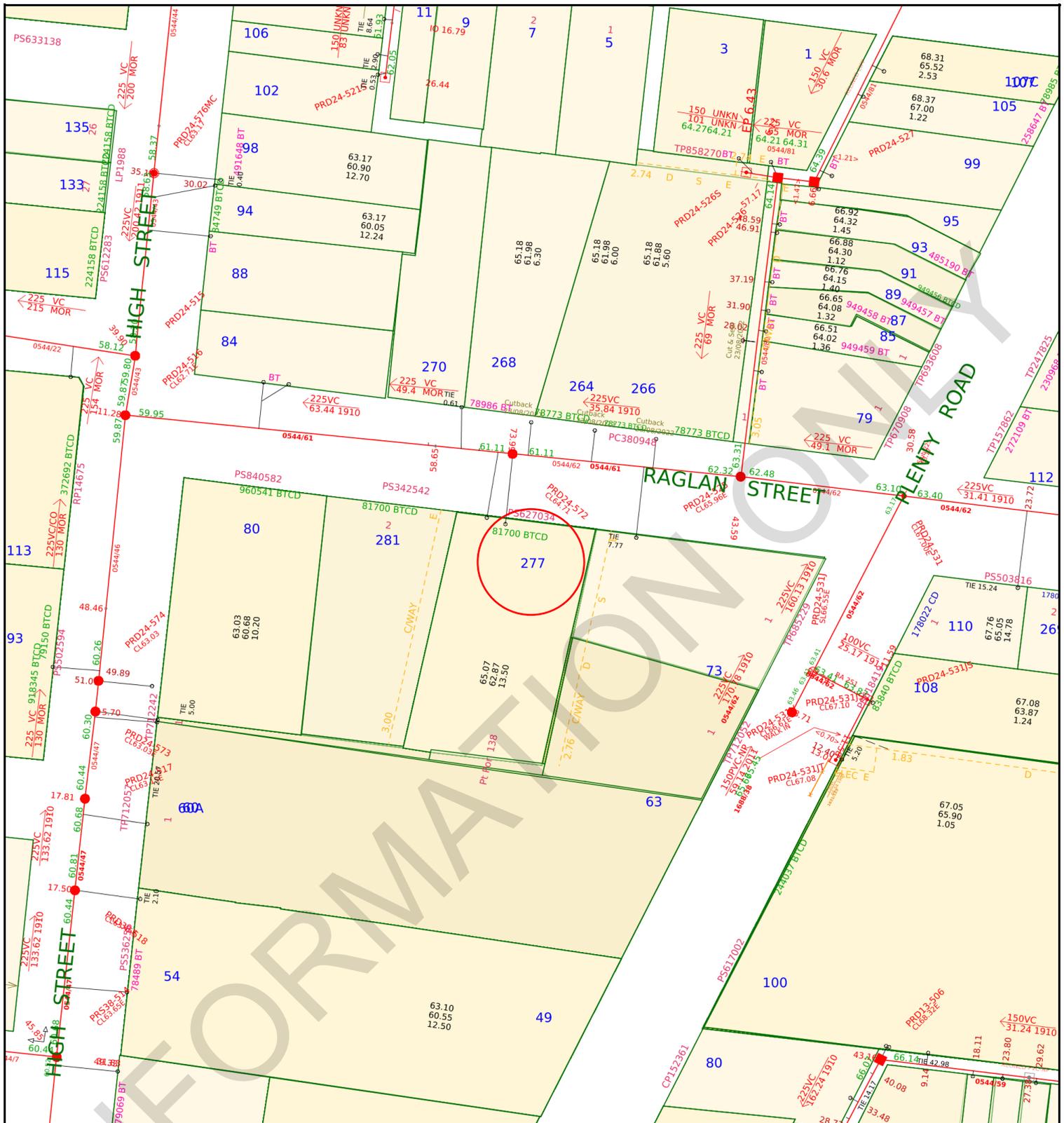
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30910891**

<b>Address</b>	309/277 RAGLAN STREET PRESTON 3072
<b>Date</b>	15/01/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42 MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	
Existing Sewer	 Sewer Offset	 <1.00> MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch		

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 8894169718  
**Rate Certificate No:** 30910891

**Date of Issue:** 15/01/2025  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 309/277 RAGLAN ST, PRESTON VIC 3072	309\PS627034	5031537	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	29-11-2024 to 10-12-2024	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$193.11
	<b>Total for This Property</b>		\$382.02



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

---

**Property No:** 5031537

**Address:** UNIT 309/277 RAGLAN ST, PRESTON VIC 3072

**Water Information Statement Number:** 30910891

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 88941697187

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 28 January 2025 09:56 AM

## PROPERTY DETAILS

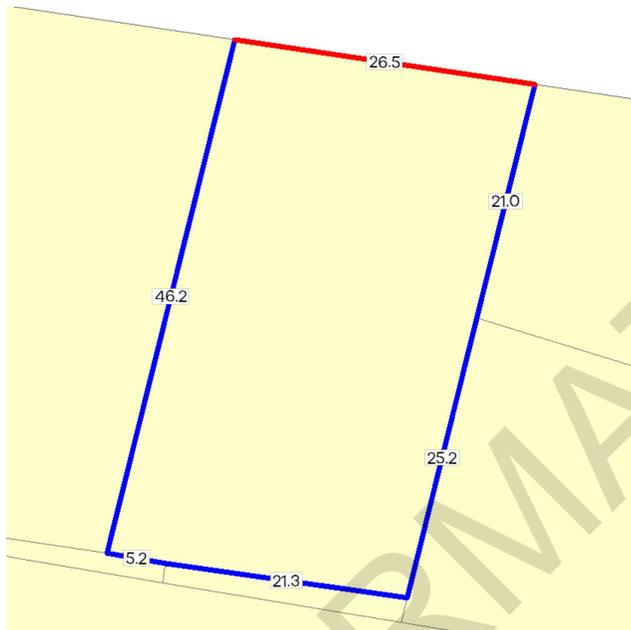
Address: **309/277 RAGLAN STREET PRESTON 3072**  
Lot and Plan Number: **Lot 309 PS627034**  
Standard Parcel Identifier (SPI): **309\PS627034**  
Local Government Area (Council): **DAREBIN**  
Council Property Number: **250358**  
Directory Reference: **Melway 30 G2**

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

**Note:** There are 54 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:** 1221 sq. m

**Perimeter:** 145 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **NORTHCOTE**

## 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.

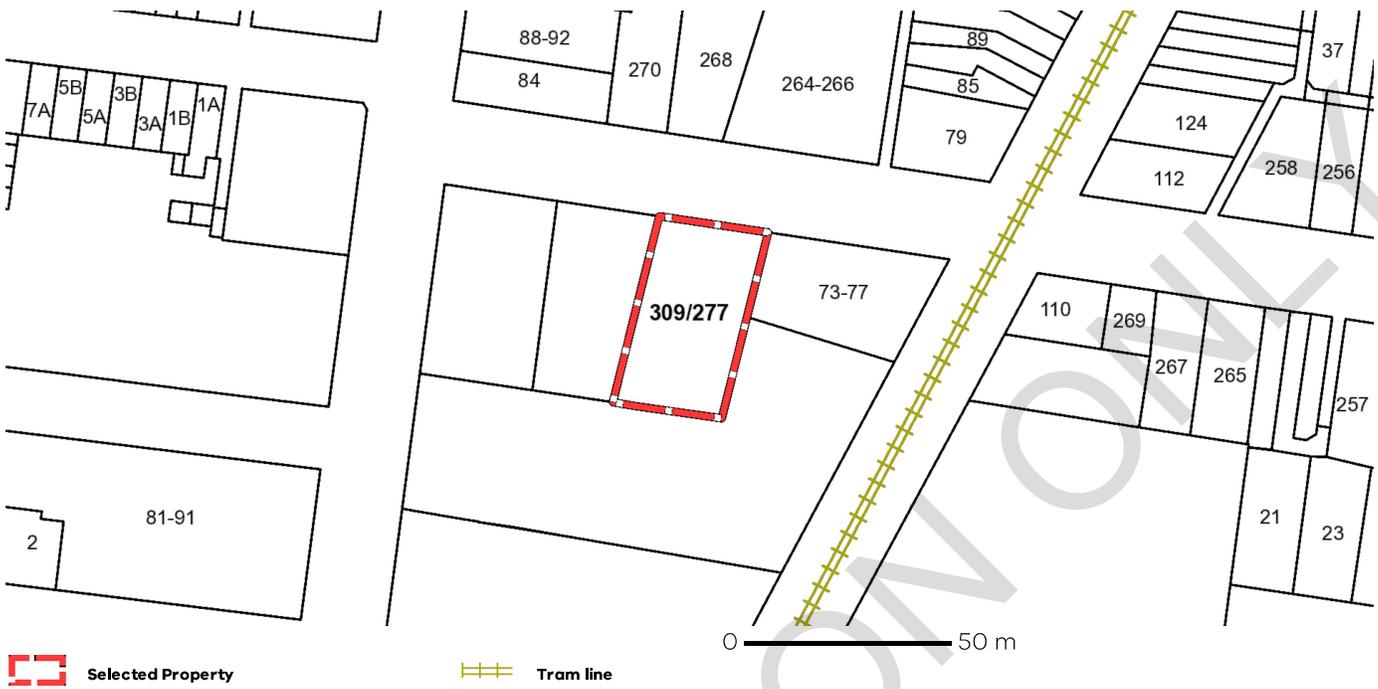
The Planning Property Report for this property can be found here - [Planning Property Report](#)

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



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 28 January 2025 09:56 AM

## PROPERTY DETAILS

Address: **309/277 RAGLAN STREET PRESTON 3072**  
Lot and Plan Number: **Lot 309 PS627034**  
Standard Parcel Identifier (SPI): **309\PS627034**  
Local Government Area (Council): **DAREBIN**  
Council Property Number: **250358**  
Planning Scheme: **Darebin**  
Directory Reference: **Melway 30 G2**

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

[Planning Scheme - Darebin](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **NORTHCOTE**

## OTHER

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

[View location in VicPlan](#)

## PLANNING SUMMARY

**Bushfire Prone Area** This property is not in a designated bushfire prone area.

**Planning Zone** [COMMERCIAL 1 ZONE \(C1Z\)](#)

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

**Planning Overlay** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 \(DDO3\)](#)

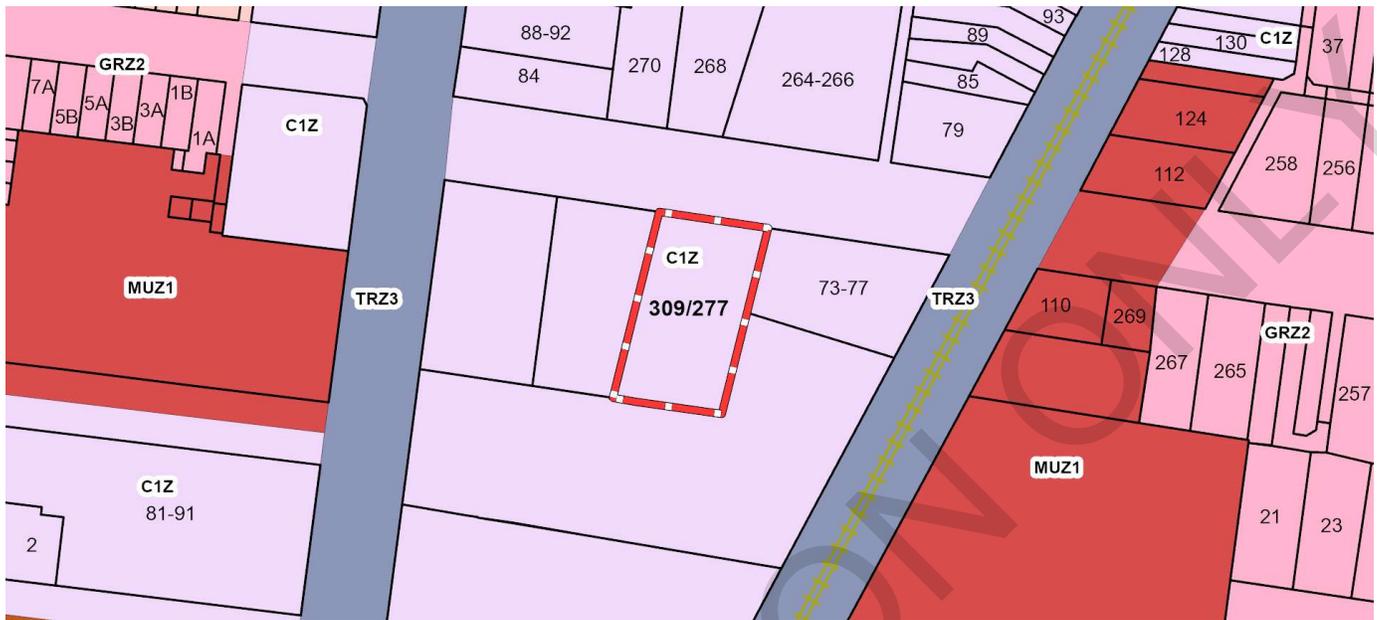
[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

## Planning Zones

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

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

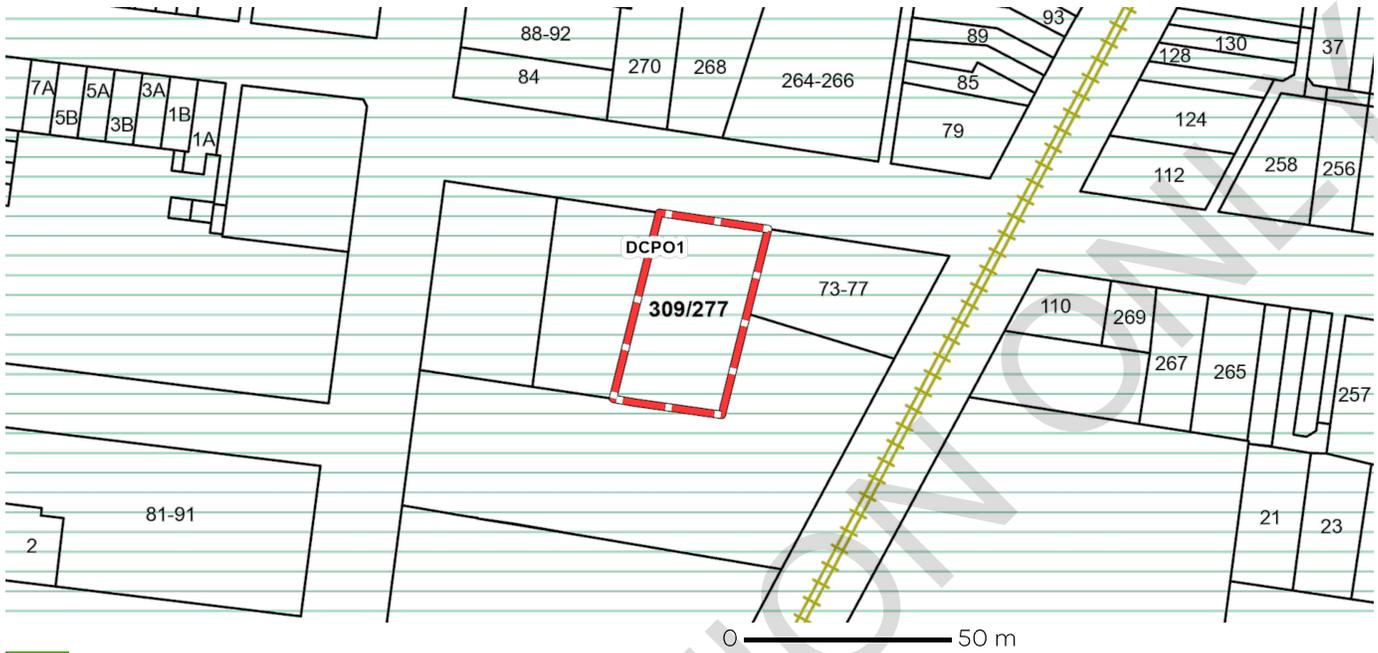


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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



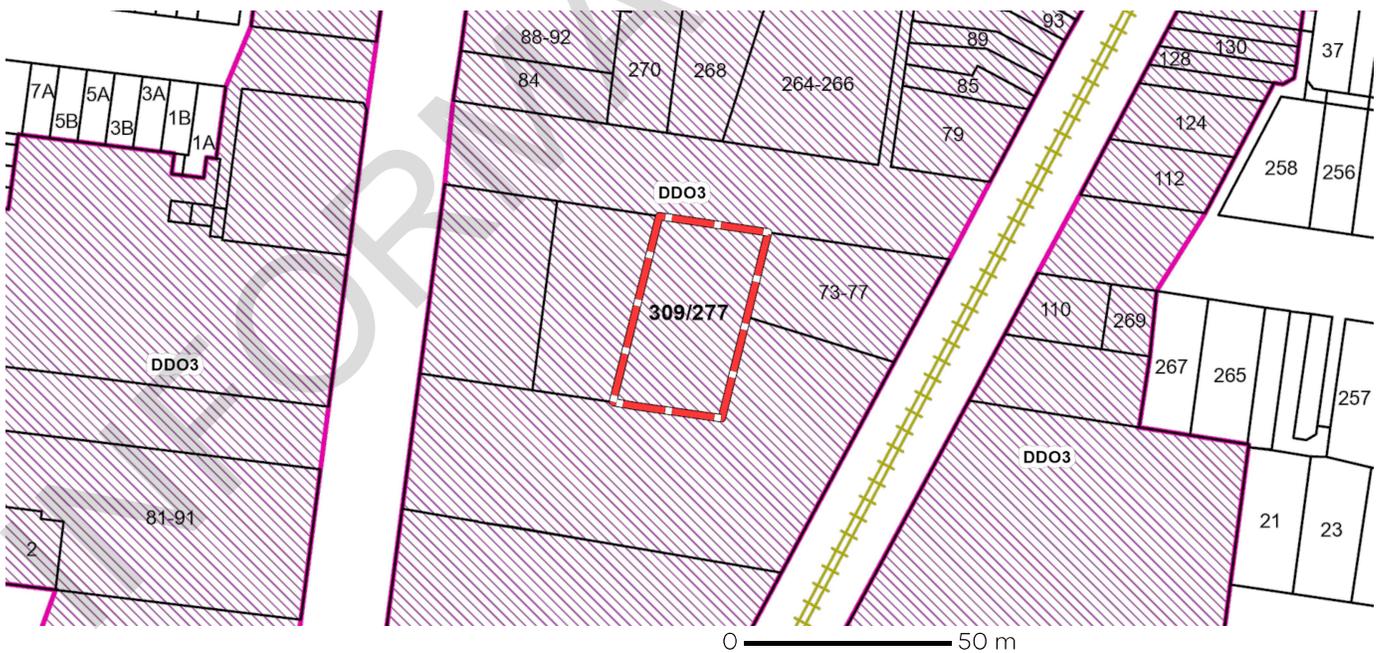
DCPO - Development Contributions Plan Overlay

Tram line

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)



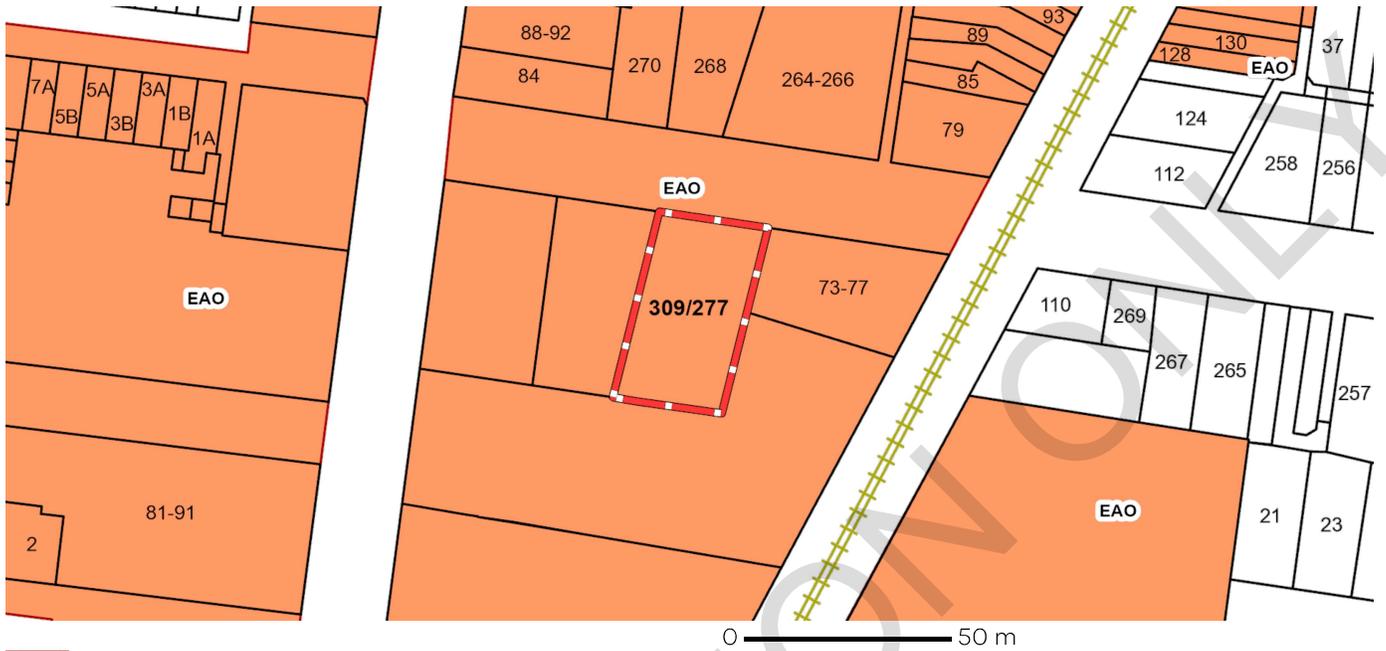
DDO - Design and Development Overlay

Tram line

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

## Planning Overlays

### ENVIRONMENTAL AUDIT OVERLAY (EAO)

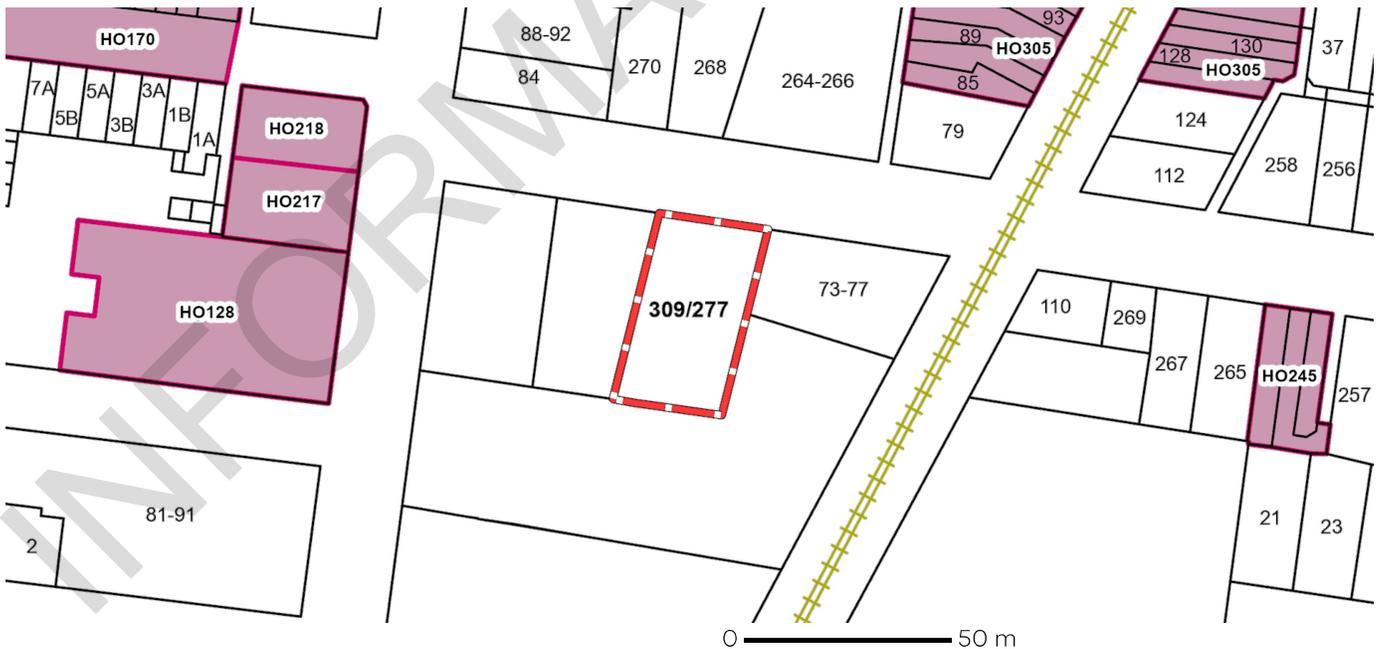


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO)



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

## Further Planning Information

Planning scheme data last updated on 23 January 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
PS 627034M

Alpa Property Group Pty Ltd  
ABN 80 610 832 454  
PO Box 281  
Ivanhoe VIC 3079  
03-8395 7791  
info@alpaproperty.com.au

**Address** Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
This certificate is issued for Lot 309 on plan of Subdivision No PS 627034M  
Postal Address 7 Popple Avenue, SOUTH MORANG VIC 3752  
Applicant for the certificate is Kon Theodoropoulos  
Address for the certificate is Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
Lot Address is Lot 309 Unit 309 Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
Date that the application was received 28/01/2025

The information in this certificate is issued on 28/01/2025

Reference: 2099

## 1. The current annual fees for the lot are:

OC 1 & OC 2 Owner Corporation Fee \$ 2091.40 per annum payable quarterly  
Special Levy \$ 100.00 per annum payable yearly

## 2. The date to which the fees for the lot have been paid up to is:

OC 1 & OC 2 Owner Corporation Fee \$ 522.85 per quarterly paid up to 30/11/2024  
Special Levy \$ 100.00 per yearly paid up to 31/08/2025

## 3. The total of any unpaid fees or charges for the lot are:

Outstanding  
OC 1 & OC 2 Owner Corporation Fee \$ 522.85  
Total Due \$ 522.85

## 4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Struck	Due \$	Due	Fm Date	To Date	Detail
31/10/2024	\$ 522.85	01/12/2024	01/12/2024	28/02/2025	OC 1 & OC 2 Owner Corporation Fee
Total Due	\$ 522.85				

## 5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:

Not to our Knowledge.

## 6. Has the owners corporation resolved that the members may arrange their own insurance under section 120 of the Act? If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 28/01/2025

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
PS 627034M

Alpa Property Group Pty Ltd  
ABN 80 610 832 454  
PO Box 281  
Ivanhoe VIC 3079  
03-8395 7791  
info@alpaproperty.com.au

## Address

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Lot Address is Lot 309 Unit 309 Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
Date that the application was received 28/01/2025

The information in this certificate is issued on 28/01/2025

Reference: 2099

## 7. Insurance Cover by Owners Corporation:

Insurance Flex Insurance  
Policy Number HS0006112026  
Policy Name Residential Strata Insurance Plan  
Insured Address 277 Raglan Street, PRESTON VIC 3072

Building Cover 14800000.00  
Renewal Date 23/08/2024  
Insurance Premium 23030.46  
Insurance Excess 2000.00  
Legal Liability 20000000.00  
Fidelity 100000.00  
Catastrophe 0.00  
Loss of Rent 2220000.00  
Water Excess 7500.00  
Legal Expenses 0.00

## 8. The total funds held by the owners corporation:

Financial Position of Owners Corporation Cash at Bank is \$ 11474.55 made up of:

OC 1 Admin	\$ 8573.22
Special Levy	\$ 2901.33
OC 2 Admin	\$ 0.00

## 9. Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above? If so, then provide details:

There are no liabilities which are not included.

## 10. Are there any current contracts, leases, licenses or agreements affecting the common property? If so, then provide details:

There are no lease, licenses or agreements affecting common property apart from the contract of appointment with Alpa Property for the provision of management services.

## 11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 28/01/2025

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
PS 627034M

Alpa Property Group Pty Ltd  
ABN 80 610 832 454  
PO Box 281  
Ivanhoe VIC 3079  
03-8395 7791  
info@alpaproperty.com.au

## Address

**Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072**

This certificate is issued for Lot 309 on plan of Subdivision No PS 627034M  
Postal Address 7 Popple Avenue, SOUTH MORANG VIC 3752  
Applicant for the certificate is Kon Theodoropoulos  
Address for the certificate is Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
Lot Address is Lot 309 Unit 309 Trinity Apartment, 277 Raglan Street, PRESTON, VIC, 3072  
Date that the application was received 28/01/2025

The information in this certificate is issued on 28/01/2025

Reference: 2099

**12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:**

There are no notices or orders.

**13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details**

The manager is not aware of any legal proceedings as at 28/01/2025

**14. Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:**

A manager is appointed.

Alpa Property Group Pty Ltd  
PO Box 281  
Ivanhoe VIC 3079

Attention: Alpa Property Group Pty Ltd Email: info@alpaproperty.com.au

**15. Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?**

No Administrator is appointed as at 28/01/2025

**16. Documents required to be attached to the owners corporation certificate are:**

The following documents are attached:

- Copy of Model Rules for an Owners Corporation
- Last AGM Minutes
- Copy of Consolidated Rules (Special Rules)

**NOTE More information can be obtained by an inspection of the owners corporation register.**

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
PS 627034M

Alpa Property Group Pty Ltd  
ABN 80 610 832 454  
PO Box 281  
Ivanhoe VIC 3079  
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Date that the application was received 28/01/2025

The information in this certificate is issued on 28/01/2025

Reference: 2099

## This owners corporation certificate was prepared by:

Signature

Print Name

*JIE CHEN*  
Name of Management Company if relevant  
as delegate of the owners corporation.

Alpa Property Group Pty Ltd  
Alpa Property Group Pty Ltd

THE COMMON SEAL of OWNERS

CORPORATION NO PS 627034M

affixed in accordance with section 20 of the

Owners Corporation Act 2006 and in the

Presence of: Alpa Property Group Pty Ltd



INFORMATION ONLY

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

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

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

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

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

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 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.

### 3 Use of common property

#### 3.1 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 his or her 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.

#### 3.2 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.

### **3.3 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.

## **4 Lots**

### **4.1 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 Behaviour of persons**

### **5.1 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.

### **5.2 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.

## **6 Dispute resolution**

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

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

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

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

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

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

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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**.

# CONSOLIDATED RULES FOR AN OWNERS CORPORATION

277 RAGLAN STREET PRESTON VIC 3072  
OWNERS CORPORATION PLAN OF SUBDIVISION 627034M

## DEFINITIONS:

In these Rules, the following words have the following meanings:

**Act** means the Owners Corporation Act 2006 (as amended).

**Regulations** means the subdivision (Owners Corporation) Regulations 2001 as amended from time to time.

**Building** means the building constructed on the land at **277 Raglan Street Preston 3072**.

**Common Property** means the Common Property on the Plan of Subdivision.

**Lots** mean the Lots on the Plan of Subdivision.

**Manager** means the person appointed by the owners corporation in accordance with the Act. If a person is not appointed, the secretary of the owners corporation.

**Members** mean the Members of the Owners Corporation.

**Security Key / Access Device** means a key, swipe or any other device to secure the Building or any part thereof, or to gain entry thereto.

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## 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**

- (1) An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.
- (2) An owner or occupier must ensure that rubbish is not disposed of in any area or receptacle other than an area or receptacle designated for such a purpose.
- (3) The owner or occupier of the commercial premises must arrange their own waste disposal and must seek approval from the owners corporation on the appropriate storage of waste receptacles.
- (4) The owners corporation may levy the cost of cleaning required as a result of the waste disposal practices of the commercial property.
- (5) Owners or occupiers of a lot must not at any time leave rubbish outside the door to their individual lots.
- (6) An owner or occupier of a lot must dispose of garbage in the manner specified by the owners corporation:
  - recyclable items, without limitation, paper, cardboard and plastics as from time to time nominated by the owners corporation must be disposed of in the area designated for those items by the owners corporation; and
  - all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
  - all cardboard and recyclable items must be carried down to the bin room and not placed in the rubbish chute; and
  - glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the owners corporation; and
  - all other garbage must be drained and securely wrapped in small parcels and deposited in the garbage chute situated on the common property.
- (7) The owners or occupiers of a lot must not dispose of items in the garbage chute that will cause the chute to become blocked. This includes but is not limited to, hard waste, large bags of rubbish, cardboard boxes.
- (8) The owner or occupier of a lot must not leave any rubbish or other items on the ground around the bin chutes and must at all the times leave the bin chute area clear of any garbage or any other items.
- (9) The owners or occupiers of a lot must not burn any rubbish or waste in or upon the Lot or the Common Property.
- (10) The owners corporation may levy the cost of removing garbage inappropriately disposed of to the owner or occupier of the lot responsible for such inappropriate disposal of garbage.

## **2 MANAGEMENT AND ADMINISTRATION**

### **2.1 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 that

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) Sub rule (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) The cost of maintaining, servicing and repairing the grease traps will be charged to the lots owners or occupiers of the lots who utilise this service. This cost will be levied over and above the annual fees/levies determined by the owners corporation. The owners corporation will ensure that a qualified contractor maintains the grease traps.
- (5) An owner or occupier of a lot must not install any further appliances or connections that will increase the gas usage in the lot owners/occupiers apartment and/or increase the supply of gas to the lot owners/occupiers apartment.
- (6) Each Member must advise the Owners Corporation of the private address, telephone number and email address of the Member of if the Member is a company, the registered office of the company. Each Member must promptly inform the Owners Corporation of any changes in the contact details provided.
- (7) A Member who does not occupy its Lot must:
  - (a) Provide the Owners Corporation the name of the tenant occupying it prior to the commencement of the tenancy;
  - (b) Provide the Owners Corporation the details of any appointed managing agent;
  - (c) Incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot; and
  - (d) Provide the tenants a copy of these rules.

### **3 USE OF COMMON PROPERTY AND LOTS**

#### **3.1 Use of Common Property and Lots**

A Member must not and must do all things reasonable to ensure that the occupier of a Members lot does not:

- (1) Obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) Without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under sub rule (2) may state a period for which the approval is granted.
- (4) Damage, deface or obstruct any entrance, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available for.
- (5) Enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Owners Corporation.

- (6) Use any part of the Building, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available.
- (7) Use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the Common Property.
- (8) Permit a Lot to be used other than for private residential or accommodation purposes.
- (9) Provide access by any unauthorised person to the Common Property.
- (10) Dispose of any cigarette butts or ash on to the Common Property.
- (11) Use or permit to be used his or her lot in a manner that would contravene any Planning Regulations, requirements or restrictions placed on the Plan of Subdivision.
- (12) Obstruct or block the spoon drains in the garage such that it prevents water drainage.
- (13) The owner or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless.
  - (a) the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots; and
  - (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time and complied with; and
  - (c) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot.

### **3.2 Interference**

- (1) An owner or occupier of a lot must not, without the written authority of the owners corporation or its Manager, interfere with the operation of any plant and equipment owned by the owners corporation installed on the common property.
- (2) An owner or occupier of a lot must not, without the prior written approval of the owners corporation, remove any article from the common property placed there by direction or authority of the owners corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- (3) An owner or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the written consent of the owners corporation.

### **3.3 Vehicles, Storage and parking on common property**

- (1) 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

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

The owners corporation reserves the right to remove offending motor vehicles or other vehicles. The costs associated in the removal of any motor vehicle or other vehicle will be charged to the owner of the lot.

- (2) An owner or occupier of a lot must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- (3) An owner or occupier of a lot must not permit oil leakages from any motor vehicle, or other vehicle onto common property or on allocated parking lots and must reimburse the body corporate for the cost of cleaning or removing any oil stains on the common property or on allocated parking lots after due notice has been served.
- (4) An owner or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property or location other than **277 Raglan Street Preston 3072**.
- (5) An owner or occupier of a lot must not permit a visitor of their lot to use those spaces allocated for visitor parking for more than 24 hours without special permission from the owners corporation or its Manager.
- (6) An owner or occupier of a lot must not park within those spaces allocated for visitor parking.
- (7) An owner or occupier of a lot must not:
- (a) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its Manager from time to time; and
  - (b) permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the owners corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
  - (c) if an owner or occupier of a lot fails to comply with 3.3.7 (a) & (b) above, the owners corporation will remove the relevant item and the owner or occupier of a lot will be charged for all expenses incurred by the owners corporation.
- (8) An owner or occupier of a lot and all visitors must obey the speed limit of 5km/h in the common area.
- (9) An owners or occupier of a lot must not store items on their allocated car space. Owners will be requested to remove items not appropriately stored within 7 days of receiving notice thereof. Items can only be stored in approved storage devices as per 3.2 (10).
- (10) An owner or occupier of a lot must not install a storage cage on their allocated car space without first obtaining the written consent of the owners corporation, which consent may be refused or granted on certain conditions by the owners corporation at its absolute discretion.
- (11) An owner or occupier of a lot who installs a storage cage, without consent required per 3.2(10) may be asked to remove the storage device at their own cost.

- (12) An owner or occupier of a lot must not install or permit the installation of any structure or covering on their allocated car space other than as permitted by the owners corporation.
- (13) The Owners Corporation may, via an ordinary resolution minuted at an Annual General Meeting, lease out visitors parking spaces.
- (14) An owner or occupier of a lot must not sublease their allocated car space without the written approval from the owners corporation.

### **3.4 Damage to common property.**

- (1) An owner or occupier of a lot shall not mark, paint or otherwise deface any part of the common property. Should an owner or occupier of a lot mark, paint or deface any part of the common property, the owner will be responsible for restoring the common property at its own cost to its original condition. Should the owner fail to restore the common property to its original condition within fourteen days of being requested to do so, the owners corporation shall carry out the necessary works or repairs, and the cost of such works or repairs will be passed onto the owner of the lot.
- (2) An owner or occupier of a lot who breaches any fire regulations will be responsible for all loss and damages that are incurred (including but not limited to the replacement value of the whole building should the building be damaged, building insurance probably be avoided whilst the owner or occupier is in breach of this rule).
- (3) An owner or occupier of a lot must immediately notify the owners corporation or its Manager on becoming aware of any damage to or defect in the common property of the owners corporation (which includes all services and equipment).

### **3.5 Animals**

- (1) An owner or occupier of a lot may keep an animal on his or her lot, providing that the animal is not a danger or is causing a nuisance to the common property or other lot owners or occupiers.
- (2) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property or other lot owners or occupiers, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (3) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub rule (2) must remove that animal.
- (4) Sub rules (2) and (3) do not apply to an animal that assists a person with an impairment or disability.
- (5) Owners or occupiers of a lot must ensure that animals are not permitted to roam freely in the common property and must ensure that animals are on a lead when entering and exiting the common property.
- (6) An owner or occupier of a lot shall be responsible for the cost of any repairs and/or cleaning required to the common property as a result of an animal accessing the common property.

#### 4 LOTS

- (1) 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 is carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

- (2) An owner or occupier of a lot must not make any alterations or additions to the exterior of the unit and/or accessory unit, without consent of the owners corporation. This includes but is not limited to: painting or decorating, installing an air-conditioning unit, erection of any television or radio antenna or a canvas blind or other awning on the outside of any window.
- (3) An owner or occupier of a lot must not carry out or permit to be carried out any Building work requiring a Building approval under the Building Act 1993 (are any equivalent enactment) unless:
  - (a) At least 21 days' written notice of intention to carry out the work, accompanied by proper Plans specifications of the work, have been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be carried out;
  - (b) The Owners Corporation gives its prior written approval of the work.
  - (c) The work is carried out in accordance with such reasonable directions as the Owners Corporation may give;
  - (d) The work is carried out by the contractor approved in writing by the Owners Corporation;
  - (e) The Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works;
  - (f) The work complies with all laws; and
  - (g) The work does not detract or interfere with any way the external appearance of the Building nor interfere with the business of any occupiers of the Building or rights granted to those occupiers.
- (4) An owner or occupier of a lot must not make any structural alterations or additions to the interior of the unit or any part thereof, which may diminish the support and shelter of any unit on the subdivision without the written consent of the owners corporation. The owners corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the member requiring the consent, to approve such alterations.
- (5) An owner or occupier of a lot must not operate or permit to be operated on the lot or within the lot any device or electronic equipment, which interferes with any domestic appliance lawfully in use of the common property, another lot or any other part of the building.

- (6) An owner or occupier of a lot must not install or operate any intruder alarm, which emits an audible signal.
- (7) An owner or occupier of a lot must not allow any glazed portions of the lot of the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristic of the glazing will change.
- (8) An owner or occupier of a lot must not hang any garment or article of clothing, sheet, blanket, towel or other article from the outside of the unit and/or accessory unit, balcony, landing, or stairway forming part of a unit or on the common property except in places expressly provided for the purpose.
- (9) An owner or occupier of a lot must at all times keep the exterior appearance of the balcony area clean and tidy and clutter free. Any outdoor furniture and appliances must be consistent and in keeping with the exterior appearance of the building.
- (10) An owner or occupier of a lot must not place any covering including but not limited to fake grass over the balcony surface that may compromise in any way the drainage of water from the balcony surface.
- (11) An owner or occupier of a lot must not keep a plant on a balcony unless the planter is in a container, which will retain all water that drains from the planter.
- (12) An owner or occupier of a lot must not display any placard (including "For Sale" and "To Let" signs), advertisement or sign in or upon the member's unit and/or accessory unit or on or upon the common property unless the owners corporation first grants consent in writing thereto and then only in accordance with the terms and conditions specified in such consent. Signs shall not be larger than 1.8m x 1.2m and must not be displayed for any period longer than six weeks. Members agree that the Manager of the Owners Corporation has the right to remove any such signs erected for any period longer than six weeks and such removal costs shall become the responsibility of the lot owner who is advertising the lot.
- (13) An owner or occupier of a lot must maintain the exterior of a lot in a clean and tidy condition at all times and in a reasonable condition so as not to disrupt other owners or occupiers of a lot.
- (14) At their expense the owner or occupier of a lot must keep the windows, glass balcony rail and any plate in the lot clean.
- (15) An owner or occupier of a lot must not install or permit the installation of any screening on the balcony rail or glass.
- (16) An owner or occupier of a lot must not install or permit the installation of any window coverings, curtains, blinds or other window furnishings on the interior or exterior of any windows in any Lot other than in the style and colour permitted by the owners corporation from time to time.
- (17) An owner or occupier of a lot must not drill into the window frames for whatever purpose.
- (18) An owner or occupier of a lot must not, without prior written approval of the owners corporation maintain inside the lot anything visible from the

outside of the lot that when viewed from outside the lot is not in keeping with the rest of the building.

- (19) An owner or occupier of a lot must clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or to arrange for all such required clearance by other persons should the member or members be absent.
- (20) An owner or occupier of a lot must not adhere an 'NO JUNK MAIL' signs or words to that effect unless it is in a form approved by the owners corporation.
- (21) An owner or occupier of a lot must not have any newspapers delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed by the Manager, in a designated area.
- (21) An owner or occupier of the commercial property may place signage, which is visible from outside the lot if and only if:
  - (a) the owners corporation has approved the design, colour scheme and layout of the sign;
  - (b) the sign is affixed or located within the area designated by the owners corporation for the sign;
  - (c) the sign is not unsightly and does not detract from the appearance of the property

## **5 BEHAVIOUR OF PERSONS**

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

- (1) 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.
- (2) An owner or occupier of a lot must not permit persons under their control to consume alcohol or take glassware onto the common property.
- (3) An owner or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials and objects over balconies or in common property.
- (4) An owner or occupier of a lot must not permit any persons under their control to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- (5) An owner or occupier of a lot must not smoke or allow others directly under their control to smoke in the stairwells, lifts, lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the owners corporation or its Manager may designate from time to time.

### **5.2 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) An owner or occupier of a lot must not do in the member's unit and/or accessory unit, any act or thing that may be or become an annoyance or nuisance to the owners corporation or to any occupier of any other unit.
- (3) An owner or occupier of a lot must not use hammer drills or jack hammers in a lot on weekends or public holiday between the hours of 4:00pm or 9:00am on weekdays.
- (4) Sub rule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6. ACCESS TO LOTS**

- (1) Except in the case of an emergency (in which case no notice shall be required) one (1) days notice in writing by the owners corporation or its Manager shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in the cases where such leakage or defect is due to any act or default of the said lot owner or occupiers of the lot or his or here invitees.
- (2) A member must ensure that an occupier of a lot will at reasonable times and on reasonable an prior written notice, allow the Owners Corporation and their employees, contractors and agents access through its Lot to enable any building maintenance on the outside of the Building.
- (3) A Lot owner or occupant must not interfere in anyway with the cleaning apparatus or equipment and materials used for the purpose of the maintenance.
- (4) The owners corporation, in exercising this power shall ensure that its contractors cause as little inconvenience to the lot owner or occupier.

## **7 DISPUTE RESOLUTION & COMPLIANCE**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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**.

- (9) Any breach of a rule or regulation will entitle the owners corporation to impose such a fine or penalty, as they deem appropriate from time to time as is advised to owners and occupiers and is in accordance with the Regulations.
- (10) An owner of a lot shall on demand compensate the owners corporation in full in respect of any damage to the common property or property of the owners corporation caused by that owner or an occupier of a lot, licensees or invitees.
- (11) The owners corporation may seek to recover the cost of issuing any notices as required by the Act and the Regulations in relation to a breach of these rules, where such notice represents the second or more notice issued in respect of the breach.
- (12) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- (13) An owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- (14) An owner or occupier of a lot must at the owners or occupiers own expense promptly comply with all the laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.
- (15) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.
- (16) Any costs incurred by the owners corporation as a result of following up or attempting to rectify a breach of these rules or any Act or Regulations that relate to the owners corporation will be recoverable from the relevant lot owner.
- (17) An owner or occupier of a lot must abide by any action taken by the Owners Corporation in accordance with these rules and must meet all costs incurred by the owners corporation in relation to these Rules.

## **8 SECURITY AND SECURITY KEYS/ DEVICES**

- (1) An owner or occupier of a lot or persons thereon from time to time must not do or permit anything, which may prejudice the security or safety of the common property or any person in or about the Building.
- (2) The owners corporation may charge a reasonable fee for any additional security key/access device required by a lot owner or occupier of a lot.
- (3) An owner or occupier of a lot is entitled to one access device per allocated car space.
- (4) The owners corporation may cancel or deactivate any security key or access device for which the owner or occupier of a lot has not paid for in

full or for which the Owners Corporation deems is being misused such that the security of the Building and/or lots is compromised.

- (5) An owner or occupier of a lot must exercise a high degree of caution and responsibility in making a security key or access device available for use by any occupier of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a lot to the occupier to ensure that return of the security key or access device to the owner or owners corporation.
- (6) An owner or occupier of a lot in possession of a security key or device must not without written consent from the owners corporation duplicate the security key or access device or permit it to be duplicated and must take all reasonable precautions to ensure that the security key or access device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the lot owner or the owners corporation.
- (7) An owner or occupier of a lot must promptly notify the owners corporation if a security key or access device issued to him is lost or destroyed.

## **9. MOVING IN OR VACATING**

- (1) An owner or occupier of a lot shall when moving into or out of a lot observe the following procedures:
  - (a) Notify the Manager at least 72 hours prior to the intended date of moving in or moving out. The time for moving must be between 9:00am and 5:00pm and not on Sunday or Public Holidays.
  - (b) If deemed necessary, pay a moving fee, which fee represents the cost of supervising the move by a "Contractor" or other "Inspector" employed by the owners corporation to oversee the possible damage to common property.
  - (c) Arrange with the Manager, "Contractor" or other "Inspector" for the lift, lobby and other relevant areas of common property to be inspected as to their condition both before and after the moving is undertaken to ascertain if any damage is caused while moving in or out.
  - (d) Undertake the repair or pay the costs of any repairs required to make good any damage caused by moving in or out of a lot.
  - (e) Ensure suitable protective materials are used so that doors, doorways, floor surfaces and the interior of the lifts are not damaged, marked or scratched.
- (2) Owners or occupiers moving furniture in or out at any time must not:
  - (a) Permit any carriers or trades people to commence operations prior to authorisation being given by the Manager.
  - (b) Permit any furniture or items to access or exit the building other than the entrance or exit permitted by the Manager.
  - (c) Permit any vehicles to restrict access to the car park or neighbouring businesses or residences car park.
  - (d) Conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - (e) Place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift.

- (f) Permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door.
  - (g) Damage the common property.
- (3) The resident moving in or out of the building will be liable to the owners corporation for any damage caused to any part of the property in doing so. If any amount to be paid by resident within 14 days of the date of moving date (and that resident is not the owner of the lot), then the owners corporation may recover the amount owed from the owner of the lot.
- (4) The owner of the lot will be liable for any damage caused to the common property from the movement of such articles.

## **10 EMERGENCIES & RESTRICT USE OF COMMON PROPERTY**

- (1) The owners corporation may participate in any emergency drill in the Building of Which the Owners Corporation or Building Manager gives reasonable notice and evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation when information of an actual or suspected emergency.
- (2) The Owners Corporation may close, lock or otherwise control the Common Property from use from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit that its considers in its absolute discretion undesirable from entering the Common Property.

## **11 FIRE**

- (1) An owner or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the owners corporation, relating to fire and fire safety in respect of the lot.
- (2) An owner or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- (3) An owner or occupier of a lot must ensure that all fire doors, exhaust systems and smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

# MINUTES OF ANNUAL GENERAL MEETING

## OWNERS CORPORATION PLAN: PS627034M

### 277 RAGLAN ST, PRESTON – TRINITY APARTMENT

Minutes prepared by: Shannon Forsyth in cooperation with Alpa property & the Owners Committee

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The 2024 Annual General Meeting of the Owners Corporation was held:

**Date: Tuesday 21<sup>st</sup> January 2025**

**Time: 7.30PM**

**Place: Online zoom**

#### **Attendees**

Rebecca Bonello 403

Delon Coutinho 404

Shannon Forsyth 301

Wei Chen 601 plus other

David Power 104

Renee Winzar 209

Nigel Ellis 501

Rosalie Palmer 204

Jie Chen – Alpa Property

Joshua Louey – Alpa Property

#### **1. Election of chair, apologies, proxies, quorum, and entitlement to vote, and nomination of minute taker**

- Rebecca Bonello confirmed she was happy to continue as Chairperson.
- Shannon Forsyth remains as secretary

#### **2. Meeting Administration**

- Rebecca Bonello to chair the meeting.
- Shannon Forsyth to take the minutes.
- Meeting was recorded.

#### **3. Business arising from minutes of the previous meeting**

**ACTION:** Jie to clarify how many entitlements, Clarified that voting rights are not based on each singular apartment and lot entitlement calculated the size and the ownership of the apartment(s)

**ACTION:** Jie to check with The Essential Services Commission (1300 664969) to see if we can move from the Embedded Network

**ACTION:** Jie to look into Solar Panels that may be used to power communal areas.

**ACTION:** Obtain independent building valuations. Jie advised she looked into this last year, and it is quite expensive to get valuations. Jie has checked with the builder and believes valuation for the building is adequate for insurance purposes.

#### 4. Consideration of reports

- **Committee Report:** Rebecca confirmed there is no committee report this year.
- **Maintenance Report:** includes maintenance / work that has been completed.
- **Manager's report:** mentions no planned maintenance for 2025.

#### 5. Financials

- Rebecca raised that financial documentation only provided 19 hours before AGM – Legislation dictates they be provided 14 days prior to the meeting. Jie had contacted the auditor to audit the accounts in October 2024 and has informed that the accountant was the reason for the delay in sending out the financial reports as the reports were only received in mid-January and finalised not long before the AGM.

- o **ACTION:** Jie to ensure they are sent earlier for next AGM and will not call the meeting until all finalised documents are received

- Rebecca asked how the budget is calculated. Jie advised for external services that she negotiates with the vendors and uses actual figures and then rounds up. For other items such as insurance Jie uses an estimate.

- Rebecca requested that Alpa Property provide itemised out of office expenses post today's meeting and this be provided annual with the AGM documentation. Jie has advised that this is not part of the AGM documentation and will only be provided upon request.

- o **ACTION:** Jie to provide itemised out of pocket expenses for the last year – **UPDATE - Jie has provided the invoices pertaining to the works performed on the 22<sup>nd</sup> of January**

- Rebecca asked if outstanding levies are being followed up. Jie advised that she doesn't follow up unless necessary as the cost to do so is high. Jie advised that if levies have not been paid on time interest is to be applied and that we collected \$800 in interest last year.

#### 6. Election of the committee

The following members were elected to the committee in accordance with the Owners Corporation Act 2006 section 103.

Rebecca Bonello 403  
Delon Coutinho 404  
Shannon Forsyth 301  
Wei Chen 601 plus other  
David Power 104  
Nigel Ellis 501  
Rosalie Palmer 204

## 7. Other Business

- Jie advised that there would be an increase in levies of \$5,000 across all owners and split by the entitlements. Increase is based on the proposed budget.
- Delon enquired about regular servicing of the carpark gates / motors. Jie has looked into this and been advised by multiple companies that servicing is not required.
- David requested that we secure the remaining section of the lower ground garage on the vacant block side. Committee was agreeable to this proposal.
  - o **ACTION:** Jie to arrange this.
- Jie advised that the Alpa property contract needs to be re-signed. The only change is the increase in Alpa Properties fees of \$2,240 per annum (approximately 10%). Jie has informed that this is per the current industry standard charge of service
  - o **ACTION:** Committee to arrange execution

Meeting closed 8.46pm

DATED

2025

**KONSTANTINOS THEODOROPOULOS AND ANNA THEODOROPOULOS**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 309/277 Raglan Street, Preston 3072**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**  
Licensed Conveyancer

954 High Street Reservoir Vic 3073  
Tel: 9464 6732

Ref: JK:24/3278JK