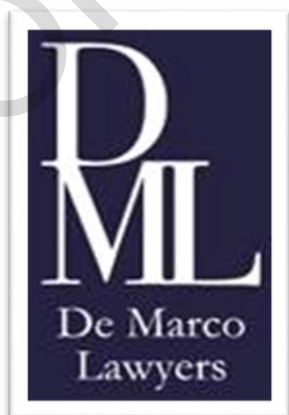


LORENZO LACORCIA AND MARIA PINA LACORCIA

TO

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: 3/1 KINLORA AVENUE, EPPING, VIC 3076



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Accredited Specialist Business Law
Accredited Specialist Property Law

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **3/1 Kinlora Avenue, EPPING, VIC 3076**

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 / / 2026

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 / / 2026

Print name(s) of person(s) signing: Lorenzo Lacorcía and María Pina Lacorcía

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	
<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none">• you bought the property at or within 3 clear business days before or after a publicly advertised auction;• 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

Name: Harcourts Rata & Co

Address: 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Phone: _____

Mob: _____

Fax: _____

Ref: Andrew De Santo

VENDOR

Name: Lorenzo Lacorcia and Maria Pina Lacorcia

Address: _____

Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: De Marco Lawyers

Address: 794A Pascoe Vale Road, Glenroy 3046

Email: satvinder.kaur@demarco.com.au

Phone: 03 9304 9500

Ref: _____

Satvinder Kaur

PURCHASER

Name: _____

Address: _____

Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____

Address: _____

Email: _____

Phone: _____

Mob: _____

Fax: _____

Ref: _____

LAND (general conditions 3 and 9)

The land is:

described below:

Lot 3 on Proposed Plan of Subdivision No. 906300N being part of the land described in the table below:

Parent Certificate of Title Reference		being lot	on plan
Volume 10269	Folio 848, 849 & 850	1, 2 & Common Property	340611W

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: 3/1 Kinlora Avenue, EPPING, VIC 3076

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

Price \$

Deposit \$ by / / (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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 10)

is due on / / or earlier by agreement

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

LEASE (general condition 1.1)

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 1.1.

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

TERMS CONTRACT (general condition 23)

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 14)

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

Lender:

Loan Amount: \$ Approval Date: / /

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

Special Conditions – below and attached

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
 - the parties initial each page containing special conditions;
 - a line is drawn through any blank space remaining on this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)
-

1. 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.

2. Electronic Conveyancing

EC

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"

- 2.1 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.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 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.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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.
- 2.7 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 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

- 2.9 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.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Building Report – applies if the box is ticked

- 3.1 The Purchaser may end this contract within 7 days from the day of sale if the purchaser:
- (a) obtains a written report from the registered building practitioner 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.
- 3.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition
- 3.3 A notice under this special 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
- 3.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

4. Pest Report – applies if the box is ticked

- 4.1 The Purchaser may end this contract within 7 days from the day of sale if the purchaser:
- (a) obtains a written report from the pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 4.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition
- 4.3 A notice under this special 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
- 4.4 The pest controller operator may inspect the property at any reasonable time for the purpose of preparing the report.

SALE BY AUCTION

The property is offered for sale by auction, subject to the vendor's reserve price. The rules of the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or replace those rules.

INFORMATION ONLY

DE MARCO LAWYERS - SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires:-

“Bank” means a body corporate authorised to carry on banking business in Australia under section 9 of the *Banking Act 1959* of the Commonwealth of Australia whose name includes the designation “bank”.

“Bank Guarantee” means an unconditional undertaking without an expiry date from a Bank in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“Building” means the improvements of the Land, including, without limitations, any building, fencing, plant, equipment, fixtures, and fittings thereon owned by the Vendor except any specifically excluded from this sale.

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“Deposit Bond” means an irrevocable and unconditional undertaking with an expiry date not earlier than six months after the Sunset Date issued by an Australian Insurance Company in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“General Conditions” means the General Conditions prescribed by the Estate Agents (Contracts) Regulations 2008.

“GST” means a tax calculated by reference to the value of goods and/or services provided calculated and levied at the point of sale for goods.

“Occupancy Permit” means an Occupancy Permit for the use of the property as a home.

“Owners Corporation” means the Owners Corporation established upon registration of the Plan.

“Owners Corporation Regulations” means the regulations prescribed by the *Owners Corporation Act 2006* from time to time.

“Particulars of Sale” means the Particulars of Sale to which these special conditions are attached.

“Plan” means the Plan of Subdivision referred to in the Particulars of Sale.

1.2 Interpretation

In this Contract unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words referring to one gender include the other;
- (c) words importing persons include corporation, incorporated and unincorporated associations, government bodies, authorities and other legal entities;
- (d) examples and words of inclusion are not words of limitation;
- (e) words set out in the left hand column of the Particulars of Sale have the meanings set out beside them;
- (f) where more than one person is described in this Contract as Purchaser all such persons assume their agreements and obligations under this Contract (and the provisions of this Contract shall bind them) jointly and severally;
- (g) headings and sub-headings of any of the special conditions of this Contract have been included for the sake of ease of reference only and shall not affect the meaning or interpretation of this Contract;
- (h) this Contract is governed by the laws of the State of Victoria and its courts are the exclusive forum for any dispute;

- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it;
- (j) where any time period is to be calculated from a specified date, that date must be included in the calculation;
- (k) it is not necessary for the Vendor to incur any expense or make any payment before enforcing a right of indemnity;
- (l) this Contract binds and enures for the benefit of successors and permitted transferees or assigns of the parties;
- (m) a reference to any statute or any law includes all amendments to and re-enactments and replacements of that statute or law and all rules, regulations and other subordinate legislation made under any of the above;
- (n) time shall remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser;
- (o) the provisions of this Contract cannot be varied except by a subsequent document executed by the parties or their lawyers expressed to vary or be made in substitution for, this Contract.
- (p) General Conditions 8,11.6, 24.4, 24.5, 24.6 and 26 shall not apply to this Contract.

2. WHOLE CONTRACT

The Purchaser acknowledges and agrees that:-

- 2.1 the Vendor's Agent has acted as Agent of the Vendor;
- 2.2 no information representations or warranty of the Vendor, the Vendor's Lawyer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 2.3 no information representation or warranty has in fact been so relied upon, except such as are expressly included herein;
- 2.4 the Purchaser was given a Vendor's Statement before signing this Contract;
- 2.5 the Purchaser has relied solely on its own judgment in purchasing the Property and the Chattels for the Price and upon the conditions set out in this Contract;
- 2.6 this Contract contains the entire understanding of the parties with reference to the subject matter of this Contract and is the whole and full repository of the agreement between the Vendor and the Vendor's Agent and the Purchaser;
- 2.7 there are no other understandings, agreements, warranties or representations whether express or implied or extending defining or otherwise in relation to the provisions hereof or binding upon the parties hereto with respect to the matters to which this Contract relates except those (if any) expressly included in this Contract;
- 2.8 without limiting the generality of the foregoing, no promise, representation or warranty has been given that the property is or will remain fit suitable or adequate for all or any of the purposes of the Purchaser;
- 2.9 all warranties and terms implied by law in relation to the fitness, suitability or adequacy of the Property (to the maximum extent permitted by law) shall not apply to this Contract; and
- 2.10 the Vendor may at its sole discretion treat as repudiation of this contract by the Purchaser and may accept that repudiation and end this Contract if any claim is made by the Purchaser that the Vendor or anyone on its behalf made any misrepresentation to the Purchaser in relation to the Property or this contract. The Deposit is to be refunded to the Purchaser if this contract is ended under this Special Condition and the Purchaser will have no further claim against the Vendor or any other person in relation to the alleged misrepresentation.

3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that prior to entering into this Contract the Purchaser has satisfied itself:

- 3.1 by physical examination and inspection as to the state of repair and condition fitness for purpose,

quality and quantity of (and any Contamination affecting) the Property and each and every part thereof and of each of the goods;

- 3.2 by perusal of all relevant documents as to the terms and conditions of each of the encumbrances referred to in the Particulars of Sale;
- 3.3 that any improvements on the Property may be subject to or require compliance with the Victorian Regulations, Municipal by-laws, relevant statutes and any regulation thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any or more of those laws shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- 3.4 has purchased the Property as a result of the Purchaser's own inspections or inquiries and its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

4. TOWN PLANNING

The Purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the Land.

5. NON MERGER

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

6. DEFAULT

- 6.1 The Purchaser breaching this Contract shall pay upon demand all expenses incurred by the Vendor as a result of such breach notwithstanding: -
- (a) that the Purchaser may not be aware at the date of the Contract of the particular consequences which may flow from a delay in settlement; and
 - (b) that such damages could not have reasonably been foreseen by the Purchaser.
- 6.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Settlement Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:
- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
 - (c) Accommodation expenses necessarily incurred by the Vendor;
 - (d) Legal costs and expenses as between the Vendor's solicitor and the Vendor; and
 - (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- 6.3 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until:-
- (a) Remedy by the Purchaser of the relevant default;
 - (b) Payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:-
 - i. Legal costs on a lawyer/client basis and disbursements incurred in drawing and giving the notice and any advice and attendances;
 - ii. All additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and

- iii. Payment by the Purchaser of interest pursuant to this Contract.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any of the purchase moneys due under the Contract, then interest at a rate of 8 per cent higher than the rate for the time being fixed under the **Penalty Interest Rate Act 1983** shall be paid on demand by the Purchaser to the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable upon demand without the necessity for any notice in writing to be served on the Purchaser. The Vendor shall not be obliged to settle unless all money due and payable is provided at settlement.

8. DOCUMENTS AT SETTLEMENT

- 8.1 The Purchaser acknowledges that at the Settlement Date the Certificate(s) of Title relating to the Property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement.
- 8.2 The Purchaser will accept at settlement in lieu of the Certificate(s) of Title relating to the Property a Transfer with an order to register directing the Land Titles Office to issue the Certificate(s) of Title to the person nominated by the Purchaser.
- 8.3 The number seven (7) shall be substituted for three (3) in General Condition 11.6 in Form 2.

9. OWNERS CORPORATION (IF APPLICABLE)

- 9.1 The Purchaser acknowledges that the Property may be sold subject to the provisions of the **Owners Corporation Act 2006** (Vic) and in particular subject to:
- (a) the lot entitlement and lot liability and all other information as set out in the Plan;
 - (b) the provisions of the **Owners Corporation Act 2006** ("the Act") and Regulations;
 - (c) the easements expressed or implied affecting the Land by virtue of the Act;
 - (d) the Owners Corporation Rules as amended, varied or supplemented and from time to time in force.
- 9.2 The Purchaser further acknowledges that the property may be sold subject to the amount of any special levy made on the Vendor pursuant to the Act or Owners Corporation or regulations in respect of the liabilities of the Owner's Corporation. Such levies struck before the day of sale shall be borne by the Vendor however the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to apportionment at settlement.
- 9.3 Levies imposed pursuant to the Act and regulations for recovery of general administration and maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation shall be adjusted between the Vendor and Purchaser at settlement.

10. TENANCIES (IF APPLICABLE)

- 10.1 In this Contract and unless the context otherwise requires:-

"Bonds" means all moneys paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

"Estimated Payment" means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

"Non-recoverables" means outgoings which are not recoverable.

"Outgoings" means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:-

- (a) all rates and land taxes;
- (b) all variable outgoings, apportionable outgoings or statutory outgoings;
- (c) insurance premiums.

"Recoverables" means outgoings recoverable from the Tenants under the terms of the tenancy

agreement.

“Tenancies” means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

“Tenancy Arrears” means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

“Tenancy Documents” means documents held by the Vendor recording the Tenancies.

“Tenants” means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

10.2 The Purchaser acknowledges:-

- (a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquires in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies;
- (b) that even though the Property is sold Subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

10.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

10.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

10.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

10.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:-

- (a) the Tenancy Documents (which may either be originals or copies);
- (b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

10.7 Before the Settlement Date:-

- (a) the Vendor may do anything as it sees fit (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) terminate Tenancies in order to obtain moneys owed by the Tenants;
- (b) the Vendor may do all things reasonably for the proper management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

10.8 On the Settlement Date:-

- (a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- (b) Recoverables are to be dealt with as follows:-
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on

- account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
- (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
 - (c) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
 - (d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees paid in relation to the Tenancies for the period after the Settlement Date.
 - (d) The Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.
- 10.9 Notwithstanding special condition 10.8(e) the Purchaser (if requested by the Vendor):-
- (a) irrevocably appoints the Vendor its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
 - (b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
 - (c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

11. ADJUSTMENTS

The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, **five business days prior to the settlement date**. Should the adjustments and certificates not be received 5 days prior to the settlement date, the purchaser will be liable to pay a late adjustment fee of \$330.00 inc.GST.

The Statement of Adjustments is to be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load the Statement of Adjustments into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

Within one (1) month of settlement a party may give notice to the other in writing that a mathematical mistake has occurred in calculation of an amount paid under this Contract. If that notice is given, then the parties must immediately correct the mistake and the appropriate amount equal to the financial measure of the mistake must be immediately paid by one party to the other.

12. DEPOSIT

General condition 11.1 is amended to read -The purchaser must pay the deposit equal to 10% or as agreed between the parties of the purchase price;

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- (d) The deposit is due to be paid on the date listed in the particulars of sale, if no date is nominated for the date in which the deposit becomes due, the deposit becomes due and payable, within 7 days of the contract becoming unconditional.
- (e) If the deposit is not paid on or before the due date the purchaser is in default under the contract and the vendor is entitled to an interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 on the deposit owing under the contract during the period of which the deposit has not been paid from the deposit due date until the date to which the deposit has been paid by the purchaser; and
- (f) If the purchaser does not pay the deposit equal to 10% of the purchase price or as agreed between the parties and contract ends by a default notice given by the vendor under general condition 28.4 the vendor is entitled to receive a deposit equal to 10% of the purchase price or as agreed between the parties as the vendor's absolute property whether the deposit has been paid or not.

13. NOMINATION

If the contract states that the property is sold to a named purchaser 'and/or nominee' the named purchaser shall only have the right to nominate a substitute or additional purchaser no later than 14 days prior to the settlement date, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that: -

- (a) The purchaser and/or named purchaser shall pay the vendor's Conveyancer the additional sum of \$330.00 (inclusive of GST).
- (b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body

14. LAND TAX

Notwithstanding General Condition 15 of the Contract, and pursuant to the State Taxation and Other Acts Amendment Act 2023 (Vic) there shall be no apportionment of land tax between the Vendor and Purchaser unless the sale price is over the threshold amount, the threshold amount commences at \$10 million for the year from 1 January 2024, and is adjusted for each calendar year in line with inflation and as published by the Director of Consumer Affairs

Further there shall be no apportionment of windfall gains tax between the Vendor and Purchaser where the Vendor's windfall gains tax liability has been assessed before this Contract was signed.

15. SETTLEMENT

General Condition 10 is amended by adding additional clause 10.4 as:

If the settlement is rescheduled by the purchaser, the purchaser shall pay the Vendor's Solicitor/Conveyancer an amount of \$385.00 Inc.GST for each rescheduled settlement.

16. SETTLEMENT OTHER THAN AUTHORISED ELECTRONIC NETWORK OPERATOR("ELNO")

Where a transaction is not supported by an authorised ELNO or is unable to be conducted via an authorised ELNO and a traditional paper settlement is required by the Purchaser, the Purchaser acknowledges and agrees to pay the Vendors Settlement Attendance fees for the preparation of documents and physical settlement attendance at a location to be advised, such fees are \$330.00 incl GST and shall be adjusted at settlement.

17. SWIMMING POOL/SPA

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

18. SOLAR PANELS

The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this special condition unless the context requires otherwise.
- (b) Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- (c) The 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 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.
- (d) 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.
- (e) The purchaser must:
 - engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in the special condition; and
 - ensure that the representative does so.
- (f) 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:
 - 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;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance with, this special condition; despite:
 - any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in the contract to the contrary.
- (g) The representative is taken to have complied with the obligations in sub-clause (f) if:
 - 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
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (h) 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.
- (i) 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.
- (j) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

UNREGISTERED PLAN OF SUBDIVISION

- 1.1 The Purchaser acknowledges that the land is on a Plan of Subdivision which has not been certified or registered in accordance with the *Subdivision Act 1988*.
- 1.2 The Vendor will at its own cost and expense procure the certification and registration of the Plan of Subdivision. If the Plan is not registered by the Approval Date the Purchaser or the Vendor may at any time after the Approval Date but before the Plan is registered rescind this Contract. All monies paid by the Purchaser shall be refunded in full. The Purchaser cannot make any requisition, objection or claim for any compensation from the Vendor for not having the Plan of Subdivision registered within the time specified in this special condition. However the Vendor may, in its absolute discretion extend the Approval Date for a further period of twelve months. On the basis that this request is made in writing to the Purchaser's Representative prior to the original Approval Date lapsing the Purchaser may not rescind this Contract. In this instance the Purchaser shall at the request of the Vendor extend any Bank Guarantee or Deposit Bond provided at its own expense.
- 1.3 If any amendment to the Plan is made after the day of sale which restricts or limits the use of the land the Purchaser may avoid this Contract at any time before the Plan is registered unless the amendment results from any recommendation of a public authority or government department but the provisions of this Contract and Section 10 (1) of the *Sale of Land Act 1962* shall not apply in respect of the final location of any easement shown on the certified Plan.
- 1.4 If any requirement imposed in relation to registration of the Plan is in the opinion of the Vendor too onerous for the Vendor to perform or if registration of the Plan is refused other than as a result of the act or omission of the Vendor the Vendor may rescind the Contract.
- 1.5 The Vendor reserves the right to make alterations to the Plan necessary to secure its registration and subject to the provisions of Section 9 AH of the *Sale of Land Act 1962* the Purchaser shall make no objection or requisition or claim compensation in respect of any excess or deficiency whether in areas boundaries measurements occupation or otherwise on the ground that the Plan when registered does not agree in measurement or otherwise with the Plan annexed to this Contract.
- 1.6 The Purchaser shall not be entitled to make any requisition, objection or claim for compensation or rescind this Contract or determine this Contract on the grounds that the Plan as registered does not accord with the Plan in respect of the following:-
 - (a) any minor variation or discrepancy between the Lot sold by this Contract as inspected by the Purchaser and the corresponding Lot as shall be shown on the Plan when registered and which is no greater than 5% variation or discrepancy in area;
 - (b) any minor variation or discrepancy between the number, size or location of any Lot on the common property as presently appearing on the Plan and shall appear on the Plan when registered and which is not greater than 5% variation or discrepancy in size or location; or
 - (c) any minor alteration made prior to the registration of the Plan to the Schedule of Lot Entitlement and Lot Liability or to either of them as presently shown on the Plan which does not materially affect the Purchaser.
- 1.7 Until the Plan of Subdivision is registered by the Registrar of Titles no Caveat may be lodged by the Purchaser in respect of the Purchaser's interest in the land.
- 1.8 If the Purchaser lodges a Caveat despite Special Condition 13.7 the Purchaser irrevocably appoints the Vendor as its Attorney to lodge a Withdrawal of Caveat at the Land Titles Office. All costs associated with preparation and lodgement of same will be borne by the Purchaser and reimbursed to the Vendor at or prior to settlement.
- 1.9 The Purchaser indemnifies the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of Special Condition 13.7.
- 1.10 The Purchaser acknowledges that all rates, taxes, assessments, and outgoings in respect of the Land shall be apportioned between the Vendor and Purchaser as from the date of the registration of the Plan of Subdivision. Land Tax shall be adjusted pursuant to Special Condition 12.

INFORMATION ONLY

GUARANTEE AND INDEMNITY

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

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

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

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- a release from the secured party releasing the property from the security interest; or
 - 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
 - a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- that –
 - the purchaser intends to use predominately for personal, domestic or household purposes; and
 - 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
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

9.2 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.

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the *Banking Act 1959* (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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.

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 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.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

- (a) 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.

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

INFORMATION ONLY

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	3/1 Kinlora Avenue, EPPING, VIC 3076	
Vendor's name	Lorenzo Lacorcia and Maria Pina Lacorcia	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	<input 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 as follows: -
- (b) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) are as set out in the attached copies of the title documents otherwise none known to the vendor.
- (c) 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 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 within the meaning of regulations made under the Building Act 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

3.4 Planning Scheme - information concerning the planning scheme is contained in the attached certificate.

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:

Not applicable.

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) are contained in the attached certificate.

As per attached certificate.

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*.

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

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

9. TITLE

9.1 (a) Registered Title

A Register Search Statement and the document, or part of the document, referred to as a 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 2000m²; (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.)

Is attached.

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

GST WITHHOLDING NOTICE TO PURCHASER/S

In accordance with section 14-255 of schedule 1
of the *Taxation Administration Act 1953* (Cth)

PROPERTY: 3/1 KINLORA AVENUE, EPPING, VIC 3076

VENDOR: LORENZO LACORCIA AND MARIA PINA LACORCIA

The above property is an existing residential premise and therefore the purchaser is not required to withhold GST.

DATE: 20 February 2026

DE MARCO LAWYERS

INFORMATION ONLY

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

Page 1 of 2

VOLUME 10269 FOLIO 848

Security no : 124131937318A
Produced 06/02/2026 12:02 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 340611W.
PARENT TITLE Volume 10244 Folio 830
Created by instrument PS340611W 09/02/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LORENZO LACORCIA
MARIA PINA LACORCIA both of 3 ALBERT COURT EPPING VIC 3076
AB273698W 13/05/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB273699U 13/05/2002
WESTPAC BANKING CORPORATION

COVENANT (as to whole or part of the land) in instrument M935840C

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 PS340611W 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: 1 KINLORA AVENUE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS340611W

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

DOCUMENT END

INFORMATION ONLY

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

Page 1 of 1

VOLUME 10269 FOLIO 849

Security no : 124131937319Y
Produced 06/02/2026 12:02 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 340611W.
PARENT TITLE Volume 10244 Folio 830
Created by instrument PS340611W 09/02/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LAURIE LACORCIA
MARIA LACORCIA both of 53 KINGSCOTE WAY WOLLERT VIC 3750
AL727169M 03/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument M935840C

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 PS340611W 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: 1 KINLORA AVENUE EPPING VIC 3076

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS340611W

DOCUMENT END

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

Page 1 of 1

VOLUME 10269 FOLIO 850
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LAND DESCRIPTION

Common Property on Plan of Subdivision 340611W.
PARENT TITLE Volume 10244 Folio 830
Created by instrument PS340611W 09/02/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
OWNERS CORPORATION PLAN NO. PS340611W of 1 KINLORA AVENUE EPPING VIC 3076
PS340611W 09/02/1996

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT M935840C

Any encumbrances affecting Common Property that are derived from an encumbrance shown on titles to lots affected by the Owners Corporation.

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 PS340611W 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: 1 KINLORA AVENUE EPPING VIC 3076

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS340611W

DOCUMENT END

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Document Type	Plan
Document Identification	PS340611W
Number of Pages (excluding this cover sheet)	3
Document Assembled	10/02/2026 09:44

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PLAN OF SUBDIVISION		STAGE NO. /	LTO use only EDITION 1	Plan Number PS 340611W
Location of Land Parish: WOLLERT Township: Epping Section: Crown Allotment: 40 (part) Crown Portion: LTO Base Record: Township of Epping Litho(5283) Title Reference: Vol. 10244 Fol. 830 Last Plan Reference: L.P. 202157 (Lot 98) Postal Address: 1 Kinlora Avenue, (at time of subdivision) Epping 3076 AMG Co-ordinates E 326900 Zone: 55 (of approx. centre of land in plan) N 5832350		Council Certificate and Endorsement		
		Council Name: CITY OF WHITTLESEA Ref: 140969 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 21 / 12 / 94 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No.		
Nil	Nil	Depth Limitation Does not apply		
		Survey This plan is/is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
Easement Information				LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
Section 12 (2) of the Subdivision Act 1988 applies to all lots on this plan.				Received <input checked="" type="checkbox"/> Date 11 / 1 / 1996
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage and Sewerage	2	L.P. 202157	Land in L.P. 202157
				LTO use only PLAN REGISTERED TIME 3:15 DATE 9 / 2 / 1996 <i>Jan. R. McLeod</i> Assistant Registrar of Titles Sheet 1 of 3 Sheets
NEIL A. WEBSTER AND ASSOCIATES 1004 Main Road, Eltham 3095 439 4222		LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER SIGNATURE..... <i>Neil Webster</i> DATE 26 / 10 / 94 REF 6347 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS340611W

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

INFORMATION ONLY

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130787 1350 45 88 M935840C

Lodged at the Titles Office by
A G C. (Advanar) Ltd
~~Michael Fleming & Associates~~

Code 1815U 2805 S

VICTORIA TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

Certificates of Title Volume 9728 Folios 185, 186 and 187

Consideration (Note 6)
EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$88,500.00)


Transferor (Note 7)
NETWORK PROJECTS PTY. LTD.

STAMP DUTY VICTORIA
 2TRANS\$53346 S.D.U. 4 3JUL87
 RECEIPT# 70107 11A \$00001,947.00

Transferee (Note 8)
RAILIT PTY. LTD. of 192-194 Derrimut Road, Hoppers Crossing

Estate and Interest (Note 9)
 All its Estate and Interest in fee simple


Directing Party (Note 10)
NETWORK PROJECTS PTY. LTD.



Comptroller of Stamps Use Only

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)
 AND the Transferee with the intent that the benefit of this covenant shall be attached to and run at law in equity with every lot on Plan of Subdivision No. 202157F other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the lot hereby transferred DOES HEREBY for

T2 Office Use Only



A memorandum of the within instrument has been entered in the Register Book.



22
2
87
Approval No. T2/1

himself and his transferees executors administrators transferees and assigns and as separate covenants COVENANT with the Transferor and other the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision No. 202157F or any part or parts thereof other than the lot hereby transferred that he shall not erect a dwelling or dwellings on the said land or part part of it unless the exterior walls or such dwelling or dwellings (except for usual outbuildings) are substantially of brick or brick veneer.

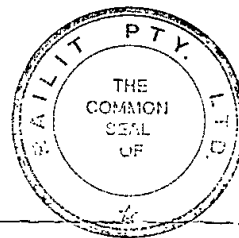
INFORMATION ONLY

Date *d* the *Twenty Fifth* day of *June* One thousand nine hundred and (Note 13)
eighty-seven

Execution and Attestation (Note 14)

~~THE COMMON SEAL of NETWORK PROJECTS
PTY. LTD. was hereunto affixed in
accordance with the provisions of its
Articles of Association in the presence
of:
.....Director
.....Secretary~~

THE COMMON SEAL of RAILIT PTY. LTD.
was hereunto affixed in accordance
with the provisions of its Articles of
Association in the presence of
.....Director
Lynn Smith.....Secretary



EXECUTED by NETWORK PROJECTS PTY. LIMITED by being
SIGNED SEALED AND DELIVERED by the Attorneys
MICHAEL PETER STEEL PETER ARTHUR BORRILL
under POWER OF ATTORNEY dated 20th day of March 1985.
A Certified Copy of which is lodged in the Permanent Order
Book No. 276 Page 297 in the PRESENCE OF:

Kastler *Peama*
SUFFICIENT
AS TO P/A



NOTES

1. This form must be used for any transfer by the registered proprietor—
 - (a) of other than the whole of an estate and interest in fee simple
 - (b) by direction
 - (c) in which an easement is created or reserved
 - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words “See Annexure A” (or as the case may be) or “See overleaf” in the panel as appropriate.

Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations
e.g. \$ paid by B to A
 \$ paid by C to B

In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ which includes the amount owing under mortgage No.
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out “All my estate and interest in the fee simple” (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read “Signed by the transferor (transferee, directing party) in the presence of”. The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 10/02/2026 09:44:01 AM

**OWNERS CORPORATION
PLAN NO. PS340611W**

The land in PS340611W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

1 KINLORA AVENUE EPPING VIC 3076

PS340611W 09/02/1996

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

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



Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/02/2026 09:44:01 AM

**OWNERS CORPORATION
PLAN NO. PS340611W**

Statement End.

INFORMATION ONLY

Date of issue 12/02/2026	Assessment No. 1256932	Certificate No. 181101	Your reference 79597690-031-6
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 3/1 Kinlora Avenue EPPING 3076

Description: LOT: 3 PS: 906300N

AVPCC: 131 Residential Investment Flats

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$500,000	\$170,000	\$25,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,182.17	
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00	
ESVF Variable Levy (Res) levied on 01/07/2025	\$86.50	
Arrears to 30/06/2025	\$0.00	
Interest to 12/02/2026	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,404.67	
<i>Balance of rates & charges due:</i>		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1256932



Phone 1300 301 185
Ref 1256932



Billers Code 5157
Ref 1256932

10th February 2026

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack
LANDATA

Dear BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack ,

RE: Application for Water Information Statement

Property Address:	TE2/1 KINLORA AVENUE EPPING 3076
Applicant	BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack LANDATA
Information Statement	31010359
Conveyancing Account Number	7959580000
Your Reference	102915

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
- Build Over Easement

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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	TE2/1 KINLORA AVENUE EPPING 3076
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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	TE2/1 KINLORA AVENUE EPPING 3076
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

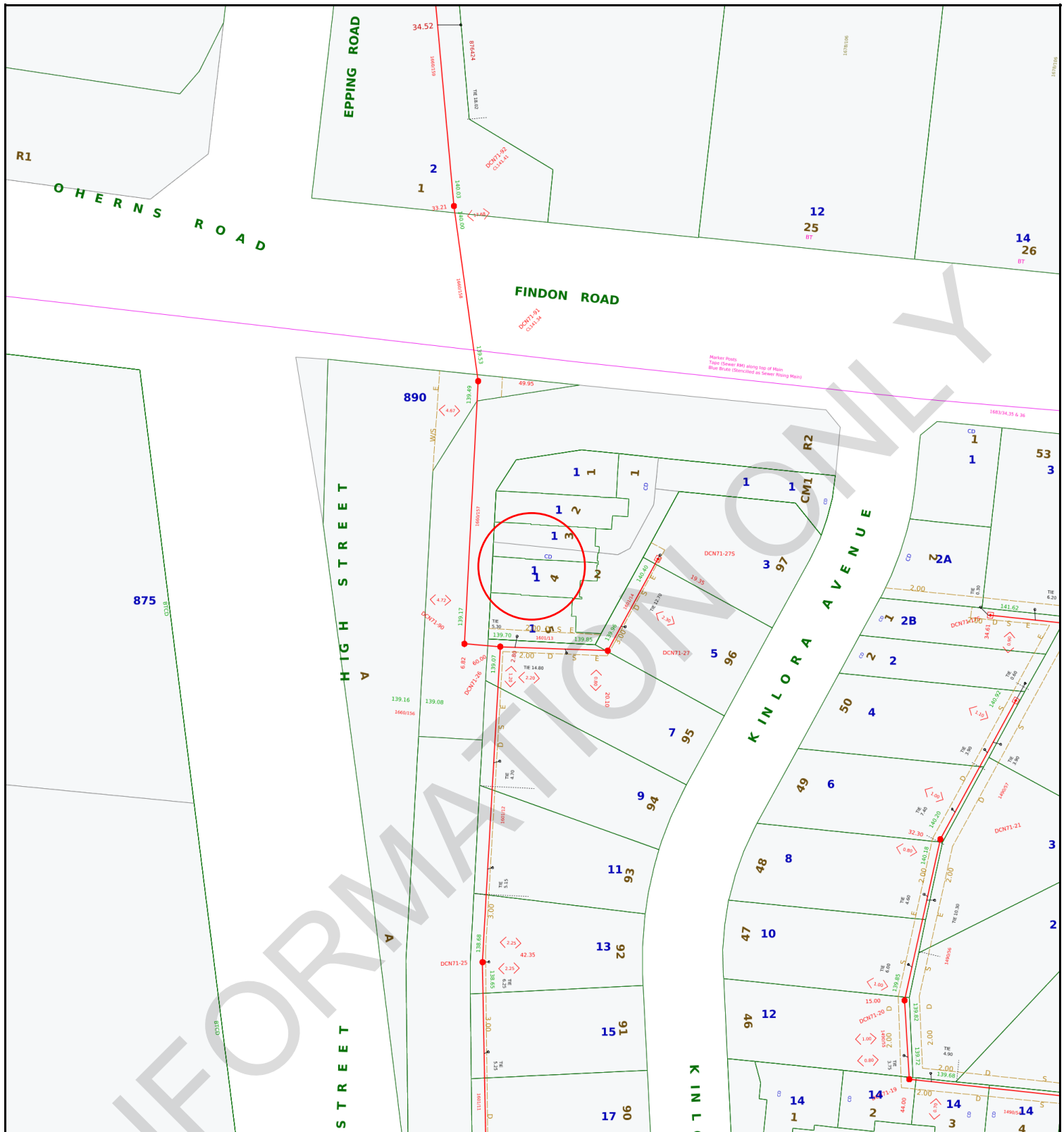
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 31010359**

Address	TE2/1 KINLORA AVENUE EPPING 3076	
Date	10/02/2026	
Scale	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	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;

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1048422968
Rate Certificate No: 31010359

Date of Issue: 10/02/2026
Your Ref: 102915

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
TE2/1 KINLORA AVE, EPPING VIC 3076	2\PS340611	1525100	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92

Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$140.72



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.
- 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.
- 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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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 ONLY

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: 1525100

Address: TE2/1 KINLORA AVE, EPPING VIC 3076

Water Information Statement Number: 31010359

HOW TO PAY

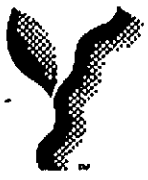


Biller Code: 314567
Ref: 10484229686

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



PROPERTY SEWERAGE PLAN

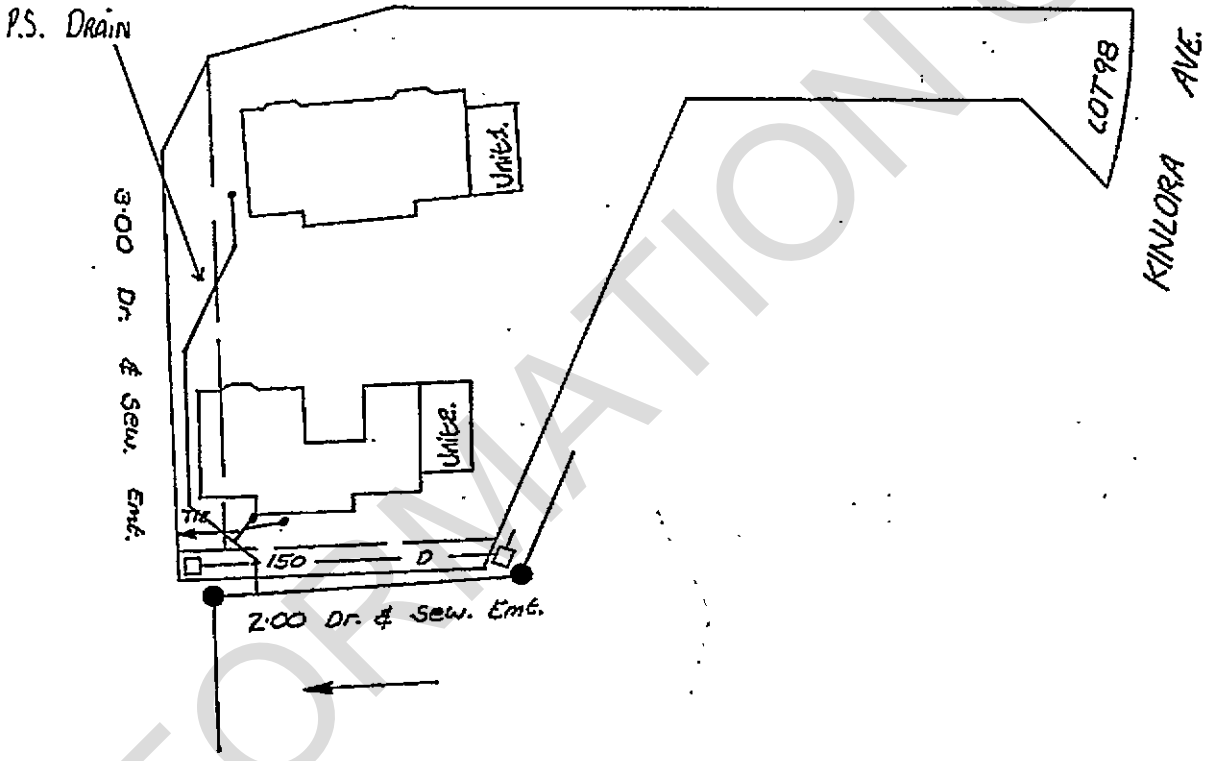
WARNING : This plan is for property service drainage information only. Yarra Valley Water Limited does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss damage or injury suffered by any person as a result of any inaccuracy in this plan.

Yarra Valley Water

YARRA VALLEY WATER
REGISTERED
PLAN
THIS PLAN REFERS TO
LETTER DATED 28 14 195
File No. BOE 00303
Je



Unit 1	Unit 2	FIXTURES:
		Closet
		Urinal
		Bath
		Shower
		Basin
		Sink
		Dishwashing Machine
		Waste Disposal Unit
		Trough
		Clothes Washing Machine
		Swimming Pool



RECORD	ISSUED				FINALISED	LICU
	1	2	3	4		
5						
6						
7						
8						
						71094

POINT LOCATION DATA

TIE	5.30	✓
E.P.	2.10	✓
N.S.L.	140.85	✓
I.L.	139.75	✓
Change from D/S manhole to:-		
E.P.	3.10	✓
U/S M.H.	20.10	✓

CC

BOUNDARY TRAP OMITTED



Yarra Valley
Water

GRC

218A

24

23714145

Yarra Valley Water Ltd
ACN 066 902 501

Lucknow Street
Mitcham, Victoria 3132
PO Private Bag 1
Mitcham 3132
DX 1017W

Telephone (03) 874 2122
Facsimile (03) 872 1353

Mr D Burkitt
Civic Centre, Ferres Boulevard
SOUTH MORANG Vic 3752

771 409

ENCODED
TYPE 218A
DATE 3/5
ja

28 April 1995

Dear Mr D Burkitt

PROPERTY: 1 Kinlora Avenue Epping
OUR REF: Boe 00303
ENQUIRIES: Sandro Accetta **TELEPHONE:** 872 2565

Thank you for your application dated 10th April 1995 to lay the property service drain in the easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following conditions;

1. The work must be carried out in accordance with the attached registered plan. The attached plan shows the location of the sewer.
2. Property service drain to be clipped to the building.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

This approval will be deemed to have lapsed if the work is not completed within 12 months. The Council will then be advised.

Yours sincerely

Sandro Accetta
Customer Services
Yarra Region

Revised Paper



Quality
Endorsed
Company

YFOR 5400

4528112227118
20/04/95

ROADS PROPERTY CERTIFICATE

The search results are as follows:

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack (Practice Evolve)
12/201 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 102915

NO PROPOSALS. As at the 16th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1 KINLORA AVENUE, EPPING 3076
CITY OF WHITTLESEA

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: 16th February 2026

Property Clearance Certificate

Land Tax



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference:	400626-7
Certificate No:	97670636
Issue Date:	11 FEB 2026
Enquiries:	MXP4

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: MARIA LACORCIA & LORENZO LACORCIA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$2,495,000
-------------------------------	-------------

SITE VALUE (SV):	\$850,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$5,711.30
---	-------------------

Notes to Certificate - Land Tax

Certificate No: 97670636

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 = \$3,750.00

Taxable Value = \$850,000

Calculated as \$2,250 plus (\$850,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$24,950.00

Taxable Value = \$2,495,000

Calculated as \$2,495,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97670636

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97670636

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 97670636

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605758	1	340611	10269	848	\$1,142.26
	2	340611	10269	849	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIA PINA LACORCIA	2026	\$170,000	\$1,142.26	\$0.00	\$1,142.26

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51605758 \$1,142.26

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605766	1	340611	10269	848	\$1,209.45
	2	340611	10269	849	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIA PINA LACORCIA	2026	\$180,000	\$1,209.45	\$0.00	\$1,209.45

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51605766 \$1,209.45

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605774	1	340611	10269	848	\$1,142.26
	2	340611	10269	849	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIA PINA LACORCIA	2026	\$170,000	\$1,142.26	\$0.00	\$1,142.26

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51605774 \$1,142.26

Total: \$5,711.30

INFORMATION ONLY

Property Clearance Certificate

Land Tax

Certificate No: 97670636

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605782	1	340611	10269	848	\$1,142.26
	2	340611	10269	849	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIA PINA LACORCIA	2026	\$170,000	\$1,142.26	\$0.00	\$1,142.26

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51605782 \$1,142.26

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605790	1	340611	10269	848	\$1,075.07
	2	340611	10269	849	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIA PINA LACORCIA	2026	\$160,000	\$1,075.07	\$0.00	\$1,075.07

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

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge: 51605790 \$1,075.07

Total: \$5,711.30

INFORMATION ONLY

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference: 400626-7

Certificate No: 97670636

Issue Date: 11 FEB 2026

Enquires: MXP4

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605758	1	340611	10269	848	\$0.00
	2	340611	10269	849	\$0.00

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

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605774	1	340611	10269	848	\$0.00
	2	340611	10269	849	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
131	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:	\$2,495,000
SITE VALUE:	\$850,000
CURRENT CIPT CHARGE:	\$0.00

INFORMATION ONLY

Property Clearance Certificate

Commercial and Industrial Property Tax

Certificate No: 97670636

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605782	1	340611	10269	848	\$0.00
	2	340611	10269	849	\$0.00

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

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605790	1	340611	10269	848	\$0.00
	2	340611	10269	849	\$0.00

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

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51605766	1	340611	10269	848	\$0.00
	2	340611	10269	849	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
131	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.

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97670636

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference:	400626-7
Certificate No:	97670636
Issue Date:	11 FEB 2026

Land Address: 1 KINLORA AVENUE EPPING VIC 3076

Lot	Plan	Volume	Folio
1	340611	10269	848
2	340611	10269	849

Vendor: MARIA LACORCIA & LORENZO LACORCIA

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: 97670636

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: 97670632

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97670632

Visa or Mastercard

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

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1222725

APPLICANT'S NAME & ADDRESS

**BDM LEGAL P/L T/AS DE MARCO LAWYERS C/- INFOTRACK
(PRACTICE EVOLVE) C/- LANDATA**

DOCKLANDS

VENDOR

LACORCIA, LORENZO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

102915

This certificate is issued for:

LOT 1 PLAN PS340611, LOT CM PLAN PS340611, LOT 2 PLAN PS340611 ALSO KNOWN AS 1 KINLORA AVENUE
EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

10 February 2026

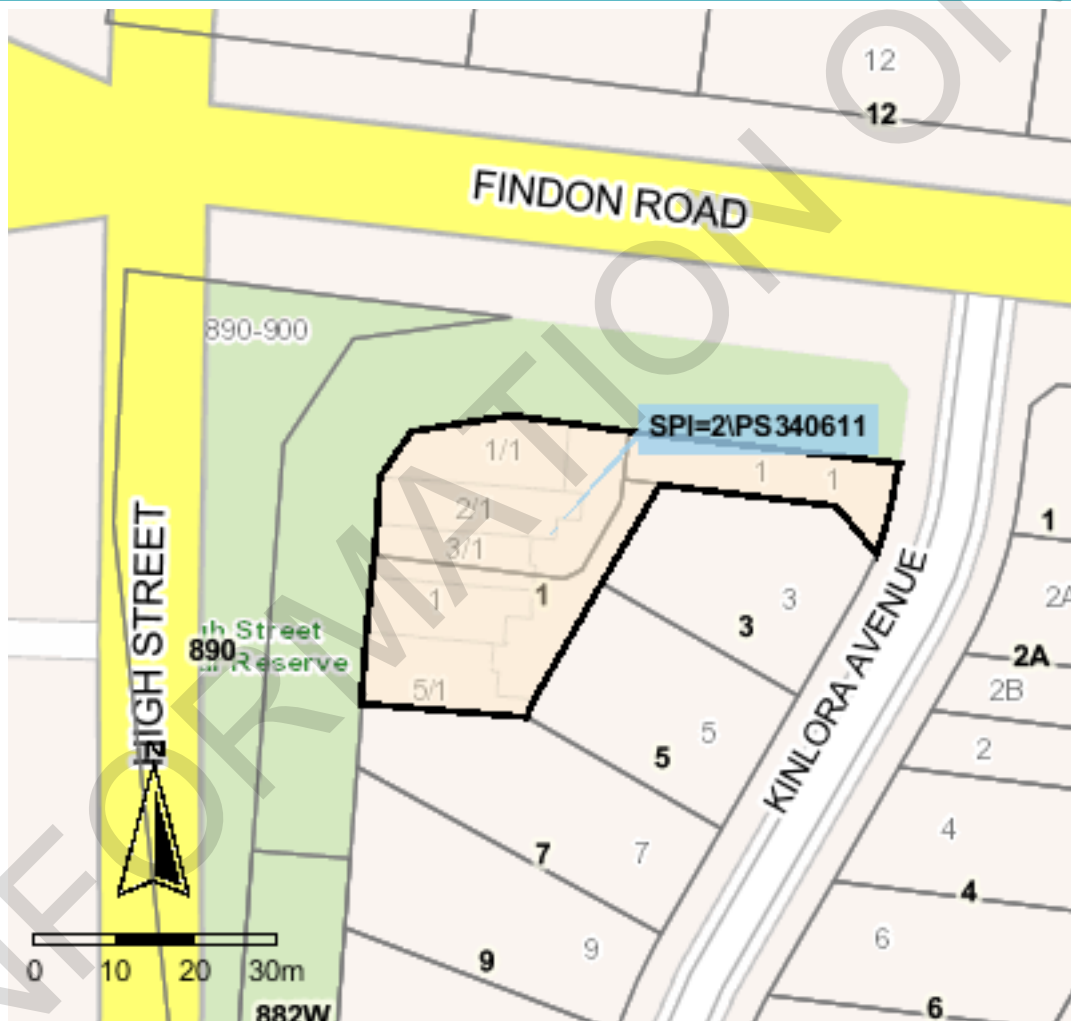
Sonya Kilkeny
Minister for Planning

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

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.

From www.planning.vic.gov.au at 23 February 2026 02:44 PM

PROPERTY DETAILS

Address: **1 KINLORA AVENUE EPPING 3076**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1157932**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 B8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

This property has 3 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

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

STATE ELECTORATES

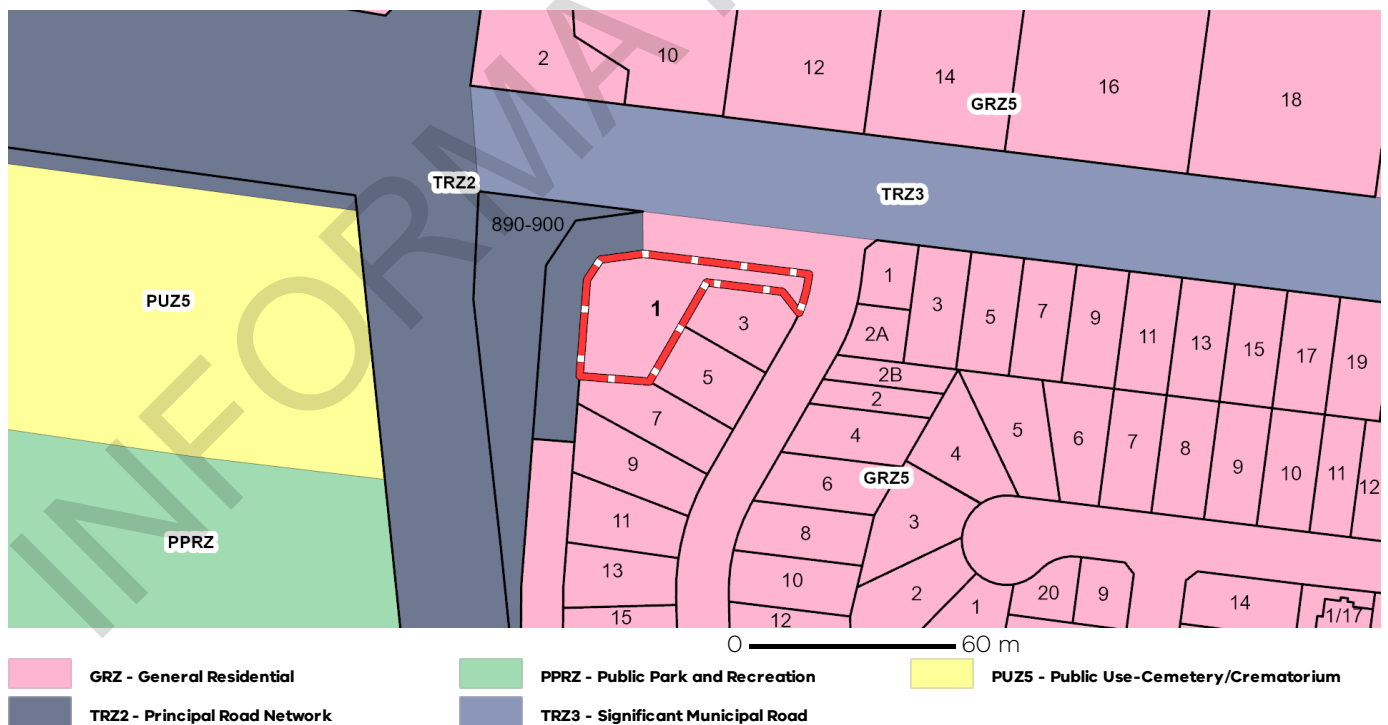
Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



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 3 \(DCPO3\)](#)



DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



DPO - Development Plan Overlay

HO - Heritage Overlay

SCO - Specific Controls Overlay

VPO - Vegetation Protection Overlay

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

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

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

Further Planning Information

Planning scheme data last updated on 17 February 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. CBSU-53666/1390309856984

Issued to

Agent of Owner **Lorenzo & Maria Lacorcia**
 Postal Address **40 Brandon Crescent Bundoora** Postcode **3083**
 Email **laurie.lacorcia@hotmail.com**
 Address for serving or giving of documents: **40 Brandon Crescent Bundoora** Postcode **3083**
 Contact Person **Lorenzo & Maria Lacorcia** Telephone **0410 446 331**

Ownership Details

Owner **Lorenzo & Maria Lacorcia**
 Postal Address **40 Brandon Crescent Bundoora** Postcode **3083**
 Email **laurie.lacorcia@hotmail.com**
 Contact Person **Lorenzo & Maria Lacorcia** Telephone **0410 446 331**

Property Details

Number **1** Street/Road **Kinlora Avenue** Suburb **Epping** Postcode **3076**
 Lot/s **LP/PS** Volume **Folio**
 Crown allotment **Section No** Parish **County**
 Municipal District **Whittlesea City Council**

Builder

Name **ABELA DESIGN AND CONSTRUCTION PTY LTD** Telephone **0421 744 304**
 Address **Factory 26/337 Settlement Road Thomastown 3074**
 ACN/ARBN:
 Building practitioner registration no: **CDB-U 61242**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
ABELA DESIGN AND CONSTRUCTION PTY LTD	CDB-U	CDB-U 61242

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Pat Ikonomidis	DP-AD	DP-AD193
David Hanna	EC	EC46507

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **VMIA**

Details of Relevant Planning Permit

Planning Permit No: **718088**

Date of grant of Planning Permit: **02 October 2020**

Nature of Building Work

Description: **Construction of x5 New Two-Storey Dwellings & Attached Garages**

Storeys contains: **2**

Rise in storeys: **2**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$990,000.00**

Total floor area of new building work in m²: **704**

Building classification

Part of Building: **Attached Dwellings**

BCA Classification: **1a(b)**

Part of Building: **Garages**

BCA Classification: **10a**

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory inspection notification stages are:

1. Inspection of Bored Piers
2. Inspection of Stump Holes
3. Inspection of Pre-Slab
4. Inspection of Steel for Slab
5. Inspection of Frame
6. Inspection of Occupancy Permit

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 21 May 2022

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 21 May 2023

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1. All Town Planning Permit documents and conditions to be complied with.
2. Manufacturers computations / details for roof Trusses/Posi-struts are to be provided to this office prior to Frame Inspection.

Relevant Building Surveyor



Name: **Metro Building Surveying P/L**
Address: **3/234 Lower Heidelberg Road, East Ivanhoe 3079**
Email: **info@metrobs.com.au**
Building practitioner registration no.: **CBS-U53666**
Municipal district: **Whittlesea City Council**
Permit no.: **CBSU-53666/1390309856984**
Date of issue of permit: **21 May 2021**

INFORMATION ONLY

Application Number: BLD20201387

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: Unit 3, 1	Street/Road: Kinlora Avenue	Suburb: Epping	Postcode: 3076
Lot/s:	LP/PS:	Volume:	Folio:
Crown: allotment	Section No:	Parish:	County:
Municipal District: Whittlesea City Council			

Building permit details

Building permit number: **CBSU-53666/1390309856984**
Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies: **Attached Dwellings**

Permitted use:

BCA Class of building: **1a(b)**

Maximum permissible floor live load:

Maximum number of people to be accommodated:

Part of building to which permit applies: **Garages**

Permitted use:

BCA Class of building: **10a**

Maximum permissible floor live load:

Maximum number of people to be accommodated:

Storeys contained: **2**

Rise in storeys (for Class 2-9 buildings): **2**

Effective height:

Type of construction:

Mandatory Inspection Dates

Inspection Type	Approval Dates
Inspection of Bored Piers	18-06-2021
Inspection of Pre-Slab (16-07-2021
Inspection of Steel for Slab, Strip Footings & Pad Footings	26-07-2021
Inspection of Framework (Ground Floor)	13-10-2021
Inspection of Framework (First Floor)	7-12-2021
Inspection of Framework (Remainder)	18-03-2022
Inspection for Occupancy Permit	05-10-2022

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name: Metro Building Surveying P/L
Address: 3/234 Lower Heidelberg Road, East Ivanhoe 3079
Email: info@metrobs.com.au
Building practitioner registration no.: CBS-U53666
Municipal district name: Whittlesea City Council
Occupancy Permit no. CBSU-53666/1390309856984
Date of issue: 13 October 2022
Date of final inspection: 5 October 2022
Signature:



**PLAN UNDER SECTION 32A
OF THE SUBDIVISION ACT 1988**

EDITION 1

PS906300N

LOCATION OF LAND

PARISH: WOLLERT

TOWNSHIP: EPPING

SECTION: _____

PART OF CROWN ALLOTMENT 40

CROWN PORTION: _____

**TITLE REFERENCE: C/T VOL.10269 FOL.848, C/T VOL.10269 FOL.849
& C/T VOL.10269 FOL.850**

**LAST PLAN REFERENCE: LOTS 1 & 2 & COMMON PROPERTY,
PS340611W**

POSTAL ADDRESS: 1 KINLORA AVENUE, EPPING 3076

(at time of subdivision)

MGA20 CO-ORDINATES: E: 325 930 ZONE: 55
(of approx centre of land N: 5 832 510
in plan)

Council Name: Whittlesea City Council

Council Reference Number: PLN-38971
Planning Permit Reference: PLN-38971
SPEAR Reference Number: S194721H

Certification

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

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Allison Bonanno for Whittlesea City Council on 26/06/2024

Statement of Compliance issued: 05/02/2026

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
MEDIAN: BOUNDARIES SHOWN MARKED 'M'
EXTERIOR FACE: ALL OTHER BOUNDARIES

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:

This plan is based on survey.

STAGING:

This is not a staged subdivision.
Planning Permit No. PLN-38971

This survey has been connected to permanent marks No(s). 164 & 287

In Proclaimed Survey Area No.

EASEMENT INFORMATION

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE DRAINAGE	2m 2m	LP202157F THIS PLAN	LOTS ON LP202157F CITY OF WHITTLESEA

LEWIS LAND SURVEYING PTY LTD
CONSULTING LAND SURVEYORS

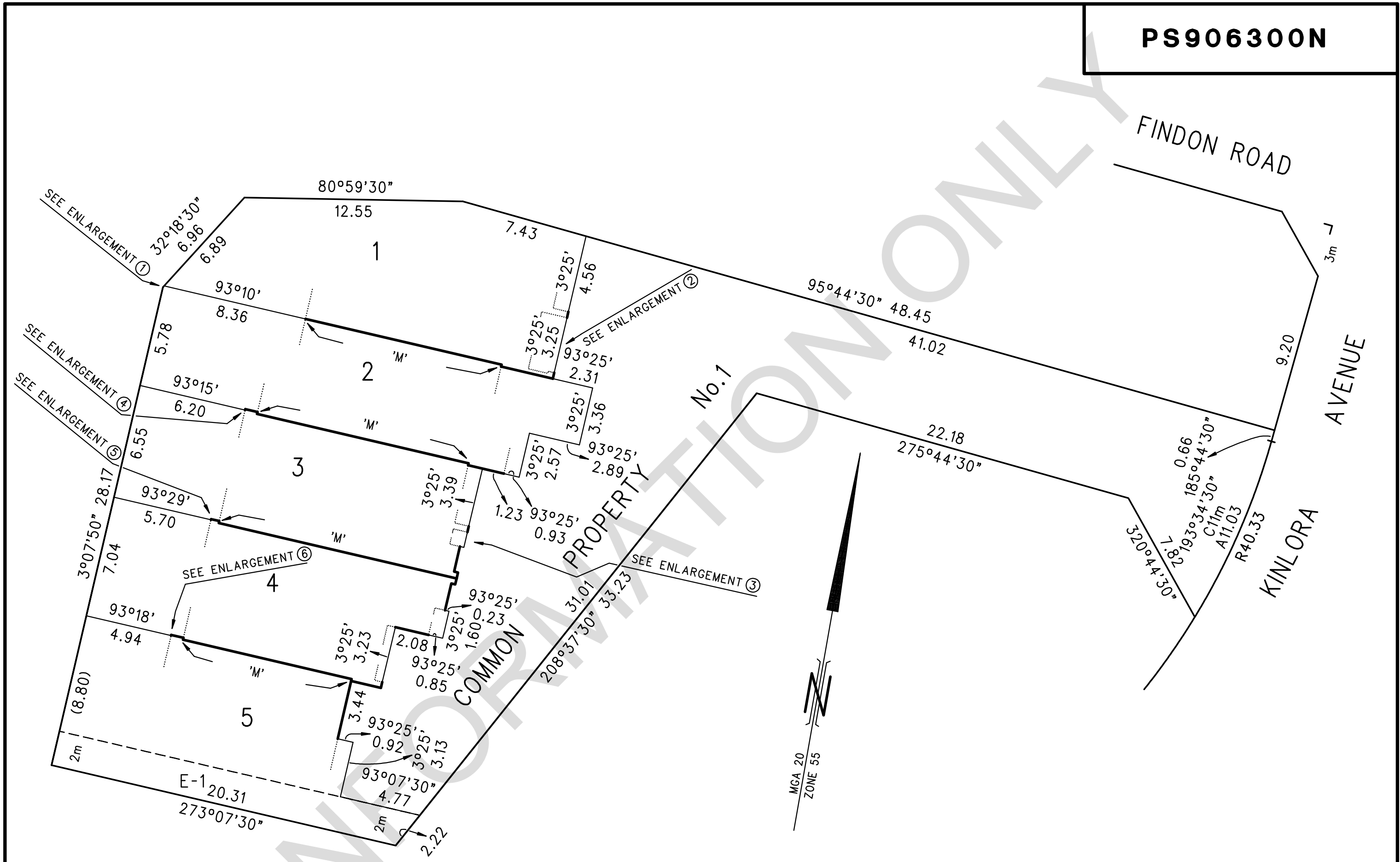
UNIT 44/16 DUNSTANS COURT THOMASTOWN 3074
Ph.9462 1857

SURVEYORS FILE REF: 1370 VERSION 02

Digitally signed by: Leighton Lewis, Licensed Surveyor,
Surveyor's Plan Version (2),
26/06/2024, SPEAR Ref: S194721H

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 3

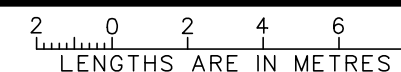


LEWIS LAND SURVEYING PTY LTD
CONSULTING LAND SURVEYORS

UNIT 44/16 DUNSTANS COURT THOMASTOWN 3074
Ph.9462 1857

SURVEYORS FILE REF. 1370 VERSION: 02

SCALE
1:200



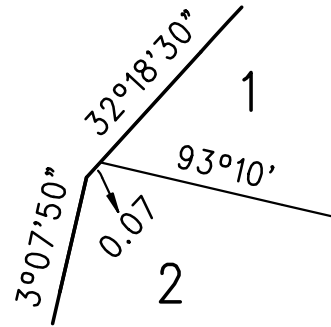
Digitally signed by: Leighton Lewis, Licensed Surveyor,
Surveyor's Plan Version (2),
26/06/2024, SPEAR Ref: S194721H

ORIGINAL SHEET
SIZE: A3

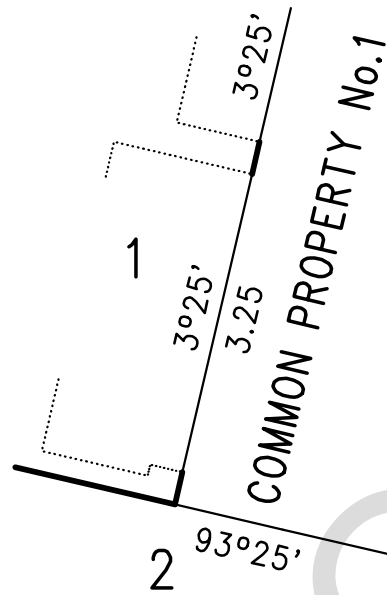
SHEET 2

Digitally signed by:
Whittlesea City Council,
26/06/2024,
SPEAR Ref: S194721H

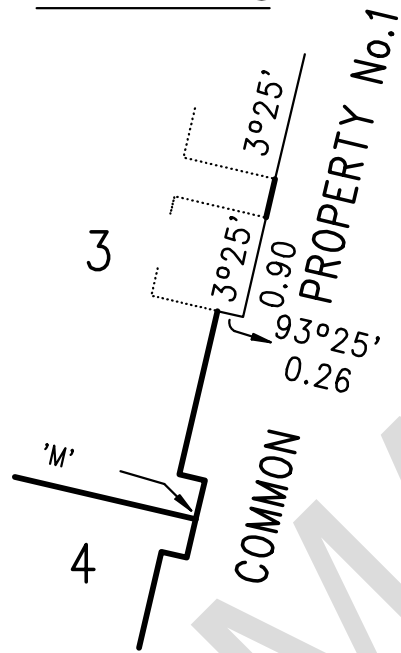
ENLARGEMENT ①



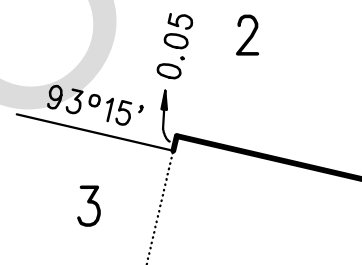
ENLARGEMENT ②



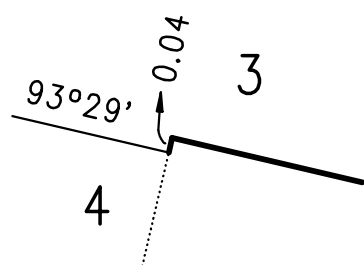
ENLARGEMENT ③



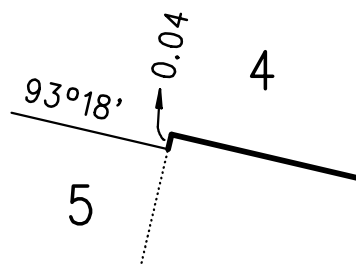
ENLARGEMENT ④



ENLARGEMENT ⑤



ENLARGEMENT ⑥



NOTE: ENLARGEMENTS ARE NOT TO SCALE

SURVEYORS FILE REF. 1370 VERSION: 02

LEWIS LAND SURVEYING PTY LTD
 CONSULTING LAND SURVEYORS
 UNIT 44/16 DUNSTANS COURT THOMASTOWN 3074
 Ph.9462 1857

Digitally signed by: Leighton Lewis, Licensed Surveyor,
 Surveyor's Plan Version (2),
 26/06/2024, SPEAR Ref: S194721H

ORIGINAL SHEET
 SIZE: A3

SHEET 3

Digitally signed by:
 Whittlesea City Council,
 26/06/2024,
 SPEAR Ref: S194721H

OWNERS CORPORATION SCHEDULE

PS906300N

Owners Corporation No. 1

Plan No. PS906300N

Land affected by Owners Corporation: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	2050	2050
Balance of existing OC	0	0
Overall Total	2050	2050

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	400	400									
2	450	450									
3	400	400									
4	400	400									
5	400	400									

Lewis Land Surveying Pty Ltd
Unit 44, 16 Dunstons Court Thomastown VIC 3074

Surveyors file reference:
1370

Digitally signed by: Leighton Lewis, Licensed Surveyor,
Surveyor's Plan Version (2),
26/06/2024, SPEAR Ref: S194721H

Digitally signed by:
Whittlesea City Council,
26/06/2024,
SPEAR Ref: S194721H

SHEET 1 OF 1

ORIGINAL SHEET
SIZE: A3



New Street Address Allocations Information

Advice of street address and lot location of each lot on the plan.

Plan No: PS906300N
Certified: 26/06/2024
No. of Lots: 5
Council Name: Whittlesea City Council
Council Ref No: PLN-38971, PLN-38971, DA718088
SPEAR Ref No: S194721H
Property: 1 KINLORA AVENUE, EPPING VIC 3076

Lot Number	Unit Number	House Number	Road Name	Road Type	Locality
1	1	1	Kinlora	AVENUE	EPPING
2	2	1	Kinlora	AVENUE	EPPING
3	3	1	Kinlora	AVENUE	EPPING
4	4	1	Kinlora	AVENUE	EPPING
5	5	1	Kinlora	AVENUE	EPPING

The above plan was unregistered at the time that these addresses were supplied by Council. You may wish to check the final addressing data for lots on this plan in Vicmap once it is registered.

Date: 31/05/2022

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 11 and 12

Reference No.	400626-6
This Certificate is issued for:	Lot 3
Plan No.	PS906300N
Property located at:	3/1 Kinlora Avenue, Epping, Vic 3076

Under Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:

(To meet the requirements of the Act, all of sections (a) – (p) below must be completed. For 2-lot subdivisions, refer to the Act and Regulations for exemptions from certain provisions)

- (a) the current fees for the lot for each quarter or annually or other period, are: ***\$583.86 per annum***
- (b) the date up to which the fees for the lot have been paid, is: ***1 March 2027***
- (c) the total of any unpaid fees or charges for the lot, is: ***Nil***
- (d) any special fees or levies which have been struck, and the dates on which they were struck and are payable, are: ***Not applicable***
- (e) any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out in paragraphs (a) to (d), is: ***Not applicable***
- (f) in relation to the owners corporation's insurance cover— **SEE ATTACHED SHEET**
 - (i) the name of the company :
 - (ii) the number of the policy :
 - (iii) the kind of policy :
 - (iv) the buildings covered:
 - (v) the building amount:
 - (vi) the public liability amount:
 - (vii) the renewal date:
- (g) if the owners corporation has resolved that the members may arrange their own insurance under section 63 of the Act, the date of this resolution, is: ***Not applicable***
- (h) the total funds held by the owners corporation, is: ***Nil***
- (i) whether the owners corporation has any liabilities (in addition to any such liabilities specified in paragraphs (a) to (d)) and, if so, the details of those liabilities: ***Not applicable***
- (j) details of any current contracts, leases, licences or agreements affecting the common property: ***Not applicable***
- (k) details of any current agreements to provide services to lot owners, occupiers or the public: ***Not applicable***
- (l) details of any notices or orders served on the owners corporation in the last 12 months that have not been satisfied: ***Not applicable***

- (m) details of 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: ***Not applicable***
- (n) whether the owners corporation has appointed, or has resolved to appoint, a manager and, if so, the name and address of the manager: ***Not applicable***
- (o) whether an administrator has been appointed for the owners corporation, or whether there has been a proposal for the appointment of an administrator: ***Not applicable***
- (p) the minutes of the most recent annual general meeting of the owners corporation.
(A copy of these minutes must be attached. For 2-lot subdivisions, refer to the Act and Regulations for exemptions from certain provisions) - An AGM is yet to be held.

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

(To meet the requirements of the Act, copies of all documents detailed in subsections (i) – (v) must also be attached. For 2-lot subdivisions, refer to the Act and Regulations for exemptions from certain provisions)

- (i) a copy of the rules, or, if the rules have been amended the consolidated rules of the owners corporation as recorded on the Register; and
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and
A statement in the prescribed form required by subsection (ii) is included at Page 5.
- (iii) a copy of all resolutions made at the last annual general meeting of the owners corporation; and
- (iv) any other documents of a prescribed kind; and
- (v) a statement advising that further information on prescribed matters can be obtained by inspection of the owners corporation register.

This Owners Corporation Certificate was prepared on: 23 February 2026

De Marco Lawyers on behalf of the Owner

Signature of Delegate appointed by Owners Corporation

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is:

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES FOR AN OWNERS CORPORATION

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.

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.

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

- (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.

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.

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.

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.

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.

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**.

INFORMATION ONLY

STANDARD RULES FOR AN OWNERS CORPORATION

Use of common property and lots

A member must not, and must ensure that the occupier of the member's lot does not –

- (1) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (2) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;
- (3) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member;
- (4) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;
- (5) make or permit to be made noise from music or machinery which can be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;
- (6) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.



Coverforce PPIS Pty Ltd
101/14-16 Simla Street, Mitcham VIC 3132
Ph: (03) 9863 8634
Email: ppisinfo@coverforce.com.au
Web: <http://www.coverforce.com.au/ppis>

Coverforce PPIS Pty Ltd
(ABN 16 633 747 547 CAR 001276276)
is a Corporate Authorised Representative of
Coverforce Partners
(ABN 57 089 245 465 AFSL 245377)

NEW BUSINESS TAX INVOICE

Owners Corporation Plan No. PS340611
1 Kinlora Ave
Epping VIC 3076

Date: 23/02/2026
Invoice Number: 126970
Account Manager Sam Singh

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Steadfast Residential Strata
Insured	Owners Corporation Plan No. PS340611
Policy Description	Residential Strata
Policy Number	HRS11248853
Period of Insurance	01/03/2026 to 01/03/2027
Effective Date	01/03/2026
Insurer	Hutch Underwriting Pty Ltd

Premium	ESL	Underwriter Fee	Stamp Duty	Broker Fee	GST	Invoice Total
\$2,077.73	\$0.00	\$210.00	\$182.83	\$200.00	\$248.76	\$2,919.32

Commission earned on this invoice \$415.55

Payment Options



DEFT Reference Number
40603321269709

Pay by credit card or registered bank account at www.deft.com.au. Payments by credit card may attract a surcharge.



*498 406033 21269709

Pay in-store at Australia Post by EFTPOS and CHQ



Billers Code: 20362
Ref: 40603321269709

Coverforce PPIS Pty Ltd

PAY MONTHLY

ATTVEST
FINANCE

[Click Here to Complete Details](#)

10 Monthly Instalments of \$311.90

Admin Fee (included) \$ 0.00

URL: <https://online.attvest.com.au/online>

Reference: ZT3EXJDR8C

Name: Owners Corporation Plan No. PS340611
Client ID: 21604
Invoice No: 126970

10 instalments of: \$ 311.90
or Total Due: \$2,919.32

Steadfast
THE STRENGTH YOU NEED

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

INFORMATION ONLY

Notes:

Policy Number	HRS11248853
UMR	B200800000STR2025
Period of Cover	4:00pm Local Time 1/03/2026 to 4:00pm Local Time 1/03/2027
Insured	Owners Corporation Plan No. PS340611
Interested Parties	None
Situation	1 Kinlora Avenue, EPPING, VIC, 3076

Cover

Section 1 Insured Property	Selected
Building Sum Insured	\$2,000,000
Common Area Contents	\$20,000
Temporary Accommodation Costs and Loss of Rent	\$300,000
Flood	Not Selected
Additional Catastrophe Cover	Not Selected
Unit Owners' Fixtures and Improvements	Not Selected
Section 2 Property Owner's Legal Liability	Selected
Limit of Liability	\$20,000,000
Section 3 Voluntary Workers	Not Selected
Section 4 Fidelity Guarantee	Not Selected
Section 5 Office Bearers Legal Liability	Not Selected
Section 6 Machinery Breakdown	Not Selected
Section 7 Government Audit and Related Covers	Not Selected
Section 8 Cyber	
Cyber Coverage Sum Insured	\$10,000

Excesses

The Excess payable for each section is detailed below. Unless noted as "in addition", where multiple Excesses are payable for claims arising from a single Event, only the highest will apply.

Section 1 Insured Property	
Standard	\$1,000
Earthquake Excess	\$500 in addition
Section 2 Property Owner's Legal Liability	
Liability Imposed Excess	\$1,000

Section 8 Cyber

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Cyber Imposed Excess

\$1,000

Policy Wording

Hutch Residential Strata version HRS8

Imposed Conditions

None

Notes

None

Document template version: 01.09.00.00

INFORMATION ONLY

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AFSL 245377

ABN 16 633 747 547

INFORMATION ONLY

Important Notices

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Executive if you have any questions or require further assistance.

STEADFAST RELATED PARTIES DISCLOSURE

This notice is to inform you that the Coverforce Group is a wholly owned subsidiary of Steadfast Group Ltd, ABN 98 073 659 677 ('Steadfast'). We may occasionally deal with other Steadfast owned entities, including by way of recommending them to you as the Insured. These entities are listed in our Financial Services Guide and on the Steadfast website:

<<https://www.steadfast.com.au/about-us/>>

We note that iQumulate Premium Funding Pty Ltd is also a wholly-owned subsidiary of Steadfast. If iQumulate has been noted as the premium funder on this invoice, please be advised that

Coverforce has access to multiple Premium Funding companies and we can provide you with an alternative provider should you prefer a non-Steadfast owned Funding provider.

ESSENTIAL READING OF POLICY WORDING The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (Retail Client)

A contract of insurance is a consumer insurance contract if the insurance is obtained wholly or predominantly for personal, domestic or household purposes of the insured. It includes general insurance contracts (such as consumer credit, motor vehicle, home and contents, sickness and accident and travel insurances) and life insurance contracts.

When you apply for home insurance, car insurance or any other insurance that is wholly or predominantly for personal, domestic or household use we will ask you specific questions that are relevant to the insurers decision to insure you and on what terms including the premium that the insurer will charge.

When you take out, renew, extend or vary your insurance policy, it is important that you understand you are answering questions for yourself and anyone else to be covered by the policy.

You should always provide us with complete and honest answers to all the questions we ask you, by answering questions about yourself and other named policyholders to the best of your knowledge.

This is your duty to take reasonable care not to make a misrepresentation.

If you breach your duty, the insurer may be entitled to refuse to pay your claim, reduce the amount payable for a claim or cancel your policy.

If your breach is fraudulent, your policy may be cancelled from the beginning.

DUTY OF DISCLOSURE (Wholesale client)

Before you enter into a contract of general insurance with an Insurer that is not a consumer insurance contract, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance, and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your Insurer knows, or in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by the Insurer.

NON - DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

CHANGES TO YOUR CIRCUMSTANCES

During the term of your contract of insurance, we ask that you inform your insurer of any changes to the details on your Certificate of Insurance that are no longer accurate.

Any changes may affect the premium and excesses applied to your policy or your insurances may be inadequate to fully cover you.

We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

PEOPLE YOU REPRESENT

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, we will explain their Duty of Disclosure to them directly.

MINIMUM AND DEPOSIT PREMIUM

Important Notice: Please note that this notice only applies if a 'minimum and deposit premium' is noted on any of your policy documents.

If the Insured opts to insure this policy and then decides to cancel this policy, a minimum and deposit premium will apply to this policy. This means that any premium amount paid for this policy, whether paid by The Insured or a premium funder, prior to the date of cancellation, will be non-refundable in any and all circumstances. It is essential to note in this circumstance that the Insured is obligated to reimburse the premium funder for any amount paid to the insurer on their behalf.

This is a condition that is put in place by the insurer and is independent of Coverforce as your broker. Should you require any clarification regarding your premium funding, please ask us for further details. If no enquiry into this 'minimum and deposit premium' condition is made, it will be assumed that the insured is fully aware and fully understands the meaning of this condition.

UNDER-INSURANCE

Reviewing the sums insured and declared values in your policies on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

Consider whether you require cover for replacement on a 'new for old' basis and other costs such as removal of debris. The value of the property/assets insured may need to be updated if you change locations, renovate, or expand your premises, or purchase new property/assets.

If you do not check these values and advise us of changes you require, you could be underinsured as the insurer may apply an Average or Co-insurance clause.

AVERAGE OR CO-INSURANCE

Some policies contain an average of Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire, or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property

Industrial Specialist Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody, or control.

ADDITIONAL INSUREDS AND NOTING INTERESTS

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If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a “claims made” basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. (unless there is a date beyond which the policy does not cover – this is called a “retroactive date”). If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority. If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

PLEASE NOTE

Coverforce subscribes to both the General Insurance Code of Practice and the Insurance Brokers Code of Practice. Further information relating to these codes can be found on our website or by contacting the Compliance Committee.

Domestic Building Insurance

Certificate of Insurance

Laurie Lacorcía**40 Brandon Cres
BUNDOORA
VIC 3083**

Policy Number:

C608188

Policy Inception Date:

18/05/2021

Builder Account Number:

076105

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**At the property: **Unit 3 1 Kinlora Ave EPPING VIC 3076 Australia**Carried out by the builder: **ABELA DESIGN AND CONSTRUCTION PTY LTD**Builder ACN: **618479271**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Laurie Lacorcía**Pursuant to a domestic building contract dated: **13/05/2021**For the contract price of: **\$ 200,000.00**Type of Cover: **Cover is only provided if ABELA DESIGN AND CONSTRUCTION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 18/05/2021

OFFICE USE ONLY: COI-0717-1

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Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424

