
CONTRACT OF SALE OF REAL ESTATE

36/12 Kirkland Court, Epping VIC 3076



A: Level 10, 369 Royal Parade
Parkville VIC 3052
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Ref: 33143

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 36/12 Kirkland Court, 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 Form of the **Estate Agents (Contracts) Regulations 2008**; and
 - * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached
- and in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/...../20

Print name of person signing:

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

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

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

Oliver Ekimovski

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO

769 High Street, Epping Vic 3076

Tel: 9401 1117
Mob:

Ref: Emilia Faba

Email: sold@rataandco.com.au

VENDOR

OLIVER EKIMOVSKI

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

BOND CONVEYANCING PTY LTD

of Level 10, 369 Royal Parade, Parkville VIC 3052

Tel: 1300 03 95 59

Ref: 33143

Email: susie@bondc.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general condition 7 & 13)

The land more particularly described in Certificate of Title Volume 11328 Folio 515 being Lot 6 on Plan of Subdivision 641235V

The Land includes all improvements and fixtures.

36/12 Kirkland Court, Epping VIC 3076

GOODS SOLD WITH LAND

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

PAYMENT

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or '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

Is due on _____/_____/2025

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

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease: see attached.

TERMS CONTRACT

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 30 and add any further provisions by way of special conditions:

~~**LOAN** (refer to general condition 20)~~

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

~~Lender:~~

~~Loan amount:~~

~~Approval date:~~

~~BUILDING REPORT~~

~~☐ General Condition 21 applies only if this box is ticked~~

~~PEST REPORT~~

~~☐ General Condition 22 applies only if this box is ticked.~~

NOTICE TO PURCHASER

1. ☐ The above property is a new residential premises or potential residential premises.

Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: (TBA)
The payment will be required to be paid on Settlement Date.

OR

2. ☒ The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth)

indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that -

- (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

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

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first

to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

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

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

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.
19. GST
- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

1 DEFINITIONS

1.1 In this Contract:

Authority means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

Business Day means any day on which banks are open for business in Melbourne, Victoria;

Contract means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;

General Conditions means the general conditions attached to this Contract;

GST means GST within the meaning of the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Guarantee means a deed of guarantee and indemnity in the form contained in Annexure A;

Service includes any communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service;

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

2 ACKNOWLEDGMENT OF DOCUMENTS

The Purchaser acknowledges that, prior to paying the deposit or signing this Contract or any agreement or document in respect of the sale hereby effected which is or is intended to be legally binding upon the Purchaser, the Purchaser was given:

- (a) a copy of this Contract pursuant to section 53 of the Estate Agents Act 1980 (as amended); and
- (b) a Vendor's Statement as required by section 32 of the Sale of Land Act 1962 (as amended) ("the Vendor's Statement") signed by or on behalf of the Vendor and complying with the provisions of the said section; and
- (c) The due diligence checklist.

3 GENERAL CONDITIONS

3.1 The general conditions are amended as follows:

- (a) General condition 9 delete the second sentence.
- (b) General condition 17.1(b)(i) delete "do all things" and replace with "provide all title documents" in line 1.
- (c) General condition 20.2(b) insert "and provides satisfactory evidence to the Vendor" after the word "loan" in line 2.
- (d) General condition 20.2 (c) delete "within 2 clear business days after" after the word "Vendor"; and Insert "by" before "the approval".
- (e) General condition 26.1 insert "and shall always remain of the essence, notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser" after the words "of this Contract".
- (f) Delete general conditions 31.4, 31.5 and 31.6.
- (g) General condition 32(a) insert "which the Purchaser will be satisfied with the return of the deposit and any interest on the deposit" after the word "breach" in line 2.
- (h) General Condition 32(b) add the word "and" after the word "breach":
- (i) Insert additional General condition 32(c) to read "all reasonable expenses incurred by the Vendors calculated on a full indemnity basis and any consultant's expenses reasonably incurred by the vendor."
- (j) Insert additional General condition 32(d): "Notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever, the Purchaser must pay costs incurred as a result of each delay, being \$300.00 plus GST. This is in addition to any other costs the Purchaser is liable for under this Contract".
- (k) Insert additional General condition 34.3 to read "Without limiting any right of the vendor, the "reasonable costs" referred to in general condition 34.2(b)(ii) are agreed at \$700.00 plus GST.";
- (l) Insert the following in General condition 35.4 "or the purchaser repudiates the contract:" immediately after the words "notice given by the vendor";

- (m) The words in General Condition 35.4(a) are deleted and replaced with the following:
- "The greater of 10% of the price and the deposit is forfeited to the Vendor as the Vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and"

4 IDENTITY AND MEASUREMENTS

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

5 CORPORATE PURCHASER

- 5.1 If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:
- (a) each person who signs this Contract on behalf of the corporation:
 - (i) warrants the he or she is duly authorised to sign this Contract and the Vendor's Statement of behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
 - (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.
 - (b) must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor within seven (7) days of the date of the Contract; and
 - (c) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.
- 5.2 If the Purchaser fails to produce the Guarantee referred to in special condition 5.1(b) within seven (7) days of the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

7 DEPOSIT

- 7.1 The Deposit payable under this Contract is to be paid to the Vendor's solicitors or agent, to be held on trust for the Purchaser until the Settlement Date.
- 7.2 The parties authorize the Vendor's solicitors or agent to invest the Deposit in an interest-bearing trust account with an Australian bank nominated by the Vendor's solicitors or agent.
- 7.3 The parties further authorize all interest accruing on the Deposit to be credited to the Vendor on the Settlement Date unless the Vendor defaults under the Contract in which case the Deposit and all accrued interest less any bank or government charges, taxes or fees shall be paid to the Purchaser.
- 7.4 The Purchaser must, if requested, give the Vendor's solicitors details of its tax file number as soon as possible.

8 RESTRICTIONS ON USE AND DEVELOPMENT

- 8.1 The Purchaser buys the Property subject to any legislation, order, regulation, by-law, local law, restriction or condition imposed on the Property by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including any town planning legislation, scheme or authority which affects or restricts the use of the Property.
- 8.2 The Purchaser will take title subject to all the restrictions and conditions described in Special Condition 8.1 and will not make any requisition or objection or claim on those grounds any compensation with respect to them or in respect of any proposed amendment to any planning control now or later applicable to the Property.

9 SERVICES

- 9.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property. If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustable item under condition 9 of Table A.
- 9.2 If the Vendor enters into an arrangement, or causes, the connection and provision of amenities or services in accordance with special condition 15, it may pay the supply bodies' customer supply charge for the Property and/or new meter fee and/or a connection fee and/or installation fee in respect of such arrangement, connection or provision.

10 PRE-SETTLEMENT INSPECTION

- 10.1 The Purchaser may inspect the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's agent. Having regard to the number of Lots sold with completion at the same time, the Vendor retains the right to:
- (a) set the time and date for the Purchaser's inspection appointment;
 - (b) limit the time reasonable spent during an inspection appointment;
 - (c) limit the number of persons attending an inspection appointment;
 - (d) ensure appointments by all purchasers of Lots will be carried out in a safe and orderly manner.
- 10.2 The Vendor will not unreasonably restrict inspections of the Property for valuation purposes.

11 EXECUTION OF NECESSARY DOCUMENTS

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

12 INSOLVENCY OF PURCHASER AND DEFAULT

- 12.1 Without limiting any other rights of the Vendor in relation to termination of this Contract, the Purchaser will be in default under this Contract upon the happening of any of the following events: Insolvency
- (a) an order is made or a resolution is passed for the winding up of the Purchaser;
 - (b) the Purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - (c) an administrator or trustee in bankruptcy is appointed to the Purchaser or a receiver of any of its assets is appointed;

- (d) execution is levied against the Purchaser and is not satisfied within thirty (30) days;
- (e) except with the Vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the Purchaser;
- (f) a guarantor who is a natural person:
 - (i) becomes bankrupt;
 - (ii) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966*;
 - (iii) makes an assignment for the benefit of their creditors; or
 - (iv) enters into a composition or arrangement with their creditors.

12.2 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default; and
- (c) payment of the Vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

12.3 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to perform any fundamental term of the Contract for the purchase of the property being sold including but not limited to the completion of the purchase of the property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:-

- (a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Legal costs and expenses as between the Vendor and his/her/its Solicitor.
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (e) Accommodation and removalist expenses that are additionally incurred as a result of the purchasers delay with settlement.

13 FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 13.1 If the Purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to purchase the Property then the Purchaser hereby warrants that he has obtained such approval or will obtain such approval by the settlement date.
- 13.2 The Purchaser acknowledges that in entering into this Contract the Vendor is relying on the Purchaser's warranty in Special Condition 13, and further acknowledges that should such warranty be untrue in any respect then the Purchaser will indemnify the Vendor against all loss which the Vendor may sustain as a consequence of the Vendor having relied upon the Purchaser's warranty.
- 13.3 If this Contract does not proceed to settlement because of the Purchaser's breach of the warranty under Special Condition 13 the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property in addition to the Vendor's right of indemnity pursuant to the warranty.

14 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 14.1 Words defined or used in Subdivision 14 D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

- ~~14.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.~~
- ~~14.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1943 (Cth).~~
- ~~14.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.~~
- ~~14.5 The purchaser must:~~
- ~~(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and~~
 - ~~(b) ensure that the representative does so.~~
- ~~14.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representatives must:~~
- ~~(a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles.~~
 - ~~(b) Promptly provide the vendor with proof of payment; and~~
 - ~~(c) Otherwise comply, or ensure compliance with, this special condition; despite~~
 - ~~(d) Any contrary instructions, other than from both the purchaser and the vendor; and~~
 - ~~(e) Any other provision in this contract to the contrary.~~
- ~~14.7 The representative is taken to have complied with the obligations in special condition 14.6 if:~~
- ~~(a) the settlement is conducted through the electronic conveyancing system operation by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and~~
 - ~~(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.~~
- ~~14.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.~~
- ~~14.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations 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.~~
- ~~14.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.~~

15 ASSIGNMENT AND NOVATION

- 15.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser's interest in or under this Contract.
- 15.2 Without limiting any of the Vendor's rights, the Vendor has the right to:
- (a) grant a mortgage or charge the Property.

- (b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 15.3;
- (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and
- (d) execute any mortgage, charge, assignment and other document relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.

15.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under the Contract are assigned. The Purchaser must not raise any objection, delay settlement, rescind or terminate this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.

15.4 The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor's Legal Practitioner.

15.5 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

16 INDEMNITY

16.1 The Purchaser indemnifies the Vendor against all claims which may be suffered by the Vendor as a result of any breach by the Purchaser of the terms of this Contract or as a result of any, neglect or default of the Purchaser arising during the performance (or failure to perform) by the Purchaser of its duties under this Contract.

16.2 The indemnity in this Special Condition cannot be revoked, and is binding and enforceable against the purchaser notwithstanding any neglect delay or forbearance on the part of the Vendor to exercise its right of indemnity

17 NO MERGER

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 APPLICABLE LAW

This document shall be governed by Victorian law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts of Appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

EC

19 ELECTRONIC CONVEYANCING

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

19.1 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*.

19.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

19.3 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.

19.4 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.

19.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

19.6 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 19.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

19.7 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.

19.8 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.

19.9 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.

20 SWIMMING POOL

If the property sold includes a swimming pool as defined in R.5.13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

21 MORE THAN ONE PURCHASER

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

22 BUILDING WORKS

22.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations,

statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.

22.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.

22.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

23 STATEMENT OF ADJUSTMENTS

23.1 In this Special Condition and unless the Contract otherwise requires:

"Statement of Adjustments" means a statement to be prepared by the purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:

- (a) the adjustments to be made to the price in accordance with the Contract, including without limitation the adjustments to be made in relation to rates, taxes, other outgoings of the property, registration and other similar fees if applicable, and the interest and other amounts (if any) payable by the purchaser in addition to the price and rents and other profits of the property if appropriate.
- (b) details of the deposit, the residue, the adjustments referred to above and the balance then payable at settlement.'

23.2 The purchaser must deliver to the vendor's solicitors the Statement of Adjustments at least three (3) business days before the earlier of:

- (a) the date of residue is required to be paid under this Contract;
- (b) the date the purchaser becomes entitled to possession or receipt of the rents and profits of the property.

23.3 If the purchaser fails to deliver the Statement of Adjustments in accordance with this Special Condition, then the Vendor is not required to effect completion until three (3) business days after the Statement of Adjustments is delivered to the Vendor's Solicitors.

23.4 If, pursuant to this Special Condition, the vendor effects completion after the date the residue is required to be paid then the purchaser is deemed to have made default in payment of the residue from that date until completion.

24 SECURITY INTEREST

24.1 General Condition 11 is deleted and replaced by the following:

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

11.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 11.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

11.3 The vendor must ensure that at or before settlement, the purchaser receives-

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement the personal property included in the contract is not or will not be property in which the security interest is granted.

11.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or

correction in respect of any personal property that –

- (a)
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:
 - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register, or
 - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.5 A release for the purposes of general condition 11.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.6 The purchaser must provide the vendor with a copy of the release under general condition 11.3(a) at or as soon as practicable after settlement.
- 11.7 The vendor must also 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 in addition to ensuring a release is received under general condition 11.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.8 The purchaser must advise the vendor of any security interest that is registered on or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 11.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.8.
- 11.10 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; and
 - c) as though the purchaser was in default –
- if settlement is delayed under general condition 11.9.
- 11.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.11 applies despite general condition 11.1.
- 11.12 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

25 GST WITHHOLDING

25.1 Interpretation

In this Special Condition 25, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

25.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the expectations in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 25.2:
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money – the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

25.3 Withholding

- (a) This Special Condition 25.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of Special Condition 25.3(b)(ii) the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding amount in favor of the Commissioner (**GST Cheque**) and;
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 25.3(b)(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by Commissioner.

25.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 25, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

25.5 Other Information

If the property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose.

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

26 SALE BY AUCTION

The property is offered for sale by auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2004, or any rules prescribed by regulation which modify or replace those rules.

"ANNEXURE A"

Guarantee

I/We, _____ of _____

and _____ of _____

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)

in the presence of: _____)

Witness

SIGNED SEALED AND DELIVERED by the said _____)

in the presence of: _____)

Witness

SECTION 32 - VENDORS STATEMENT

36/12 Kirkland Court, Epping VIC 3076



A: Level 10, 369 Royal Parade,
Parkville VIC 3052
T: 1300 03 95 59
E: contact@bondc.com.au
Ref: 33143

Vendors 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

36/12 Kirkland Court, Epping VIC 3076

**Vendor's
name**

Oliver Ekimovski

Date

/ /

**Vendor's
signature**

**Vendor's
name**

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:

As attached (if any)

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of Title documents (If any)

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

None to the Vendors knowledge. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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:

NIL

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:

NIL

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):

As attached (if any)

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

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 checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 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

INFORMATION ONLY

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

Page 1 of 2

VOLUME 11328 FOLIO 515

Security no : 124124485225C
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LAND DESCRIPTION

Lot 6 on Plan of Subdivision 641235V.

PARENT TITLES :

Volume 11225 Folio 731 Volume 11227 Folio 679

Created by instrument PS641235V 24/01/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

OLIVER EKIMOVSKI of 8 BOX CIRCUIT KINGS PARK VIC 3021

AJ630945Y 30/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ630946W 30/04/2012
WESTPAC BANKING 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.

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AH420916V 10/08/2010

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AJ005612R 14/06/2011

DIAGRAM LOCATION

SEE PS641235V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 36 12 KIRKLAND COURT EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

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

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS641235V

DOCUMENT END

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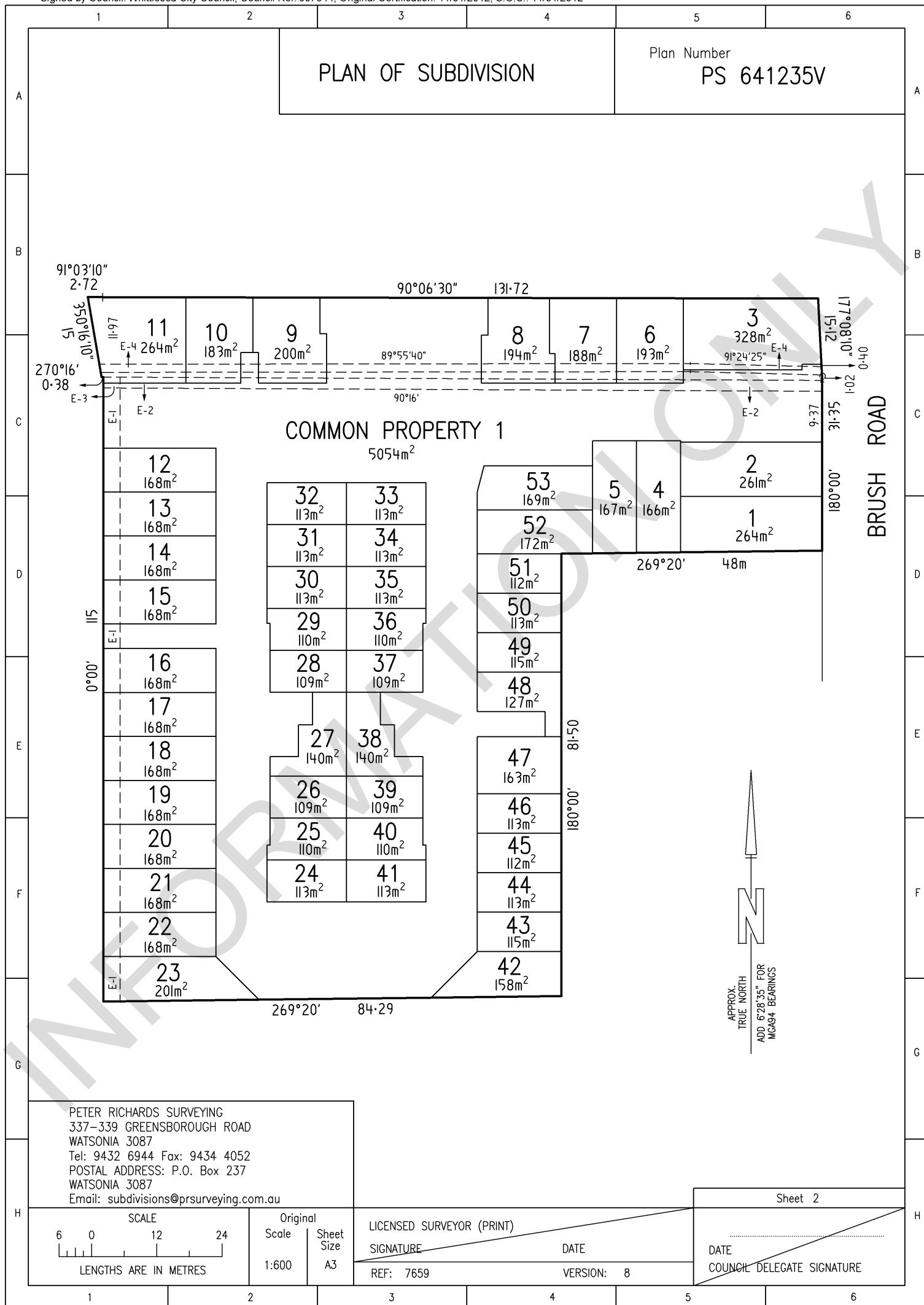
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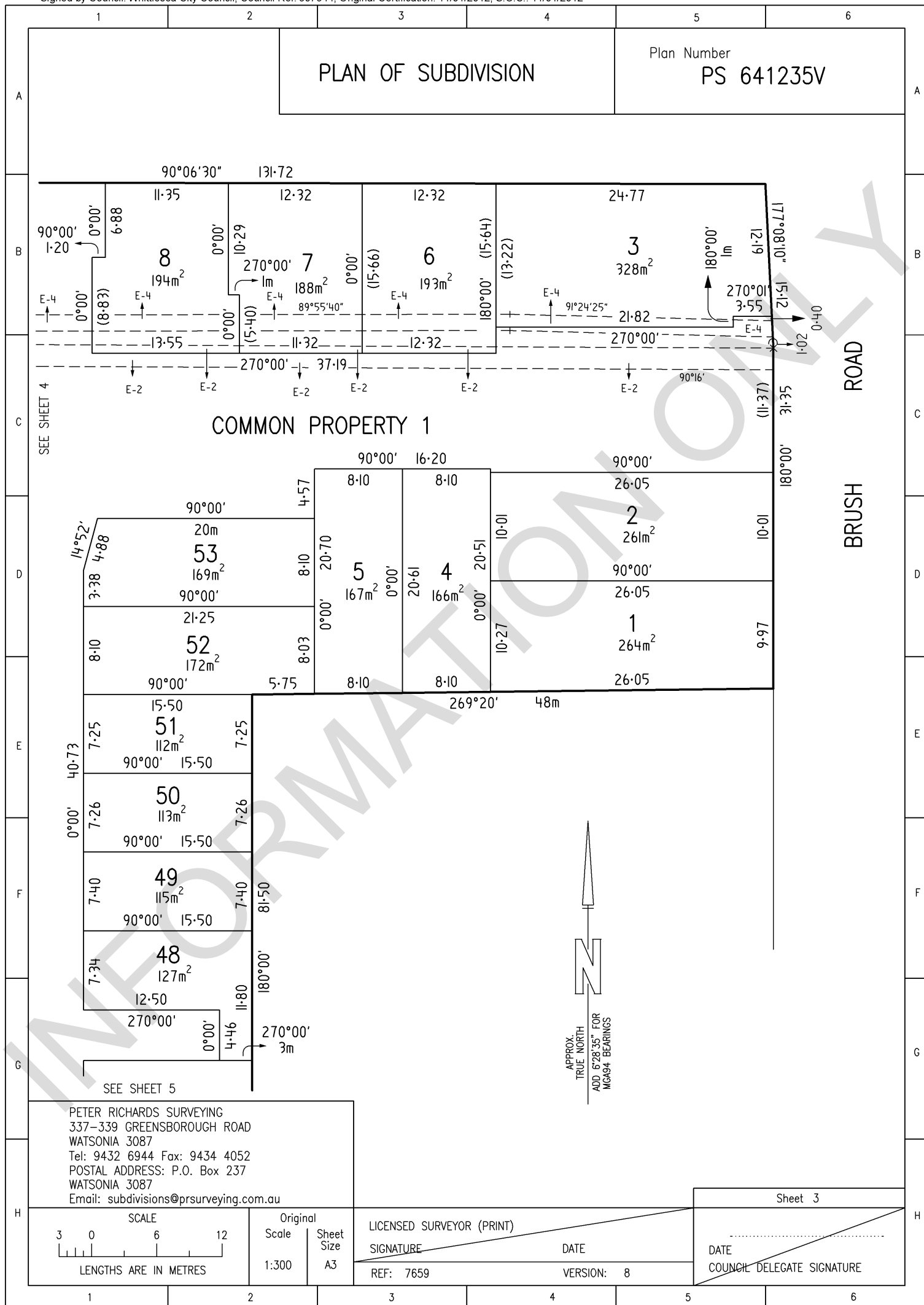
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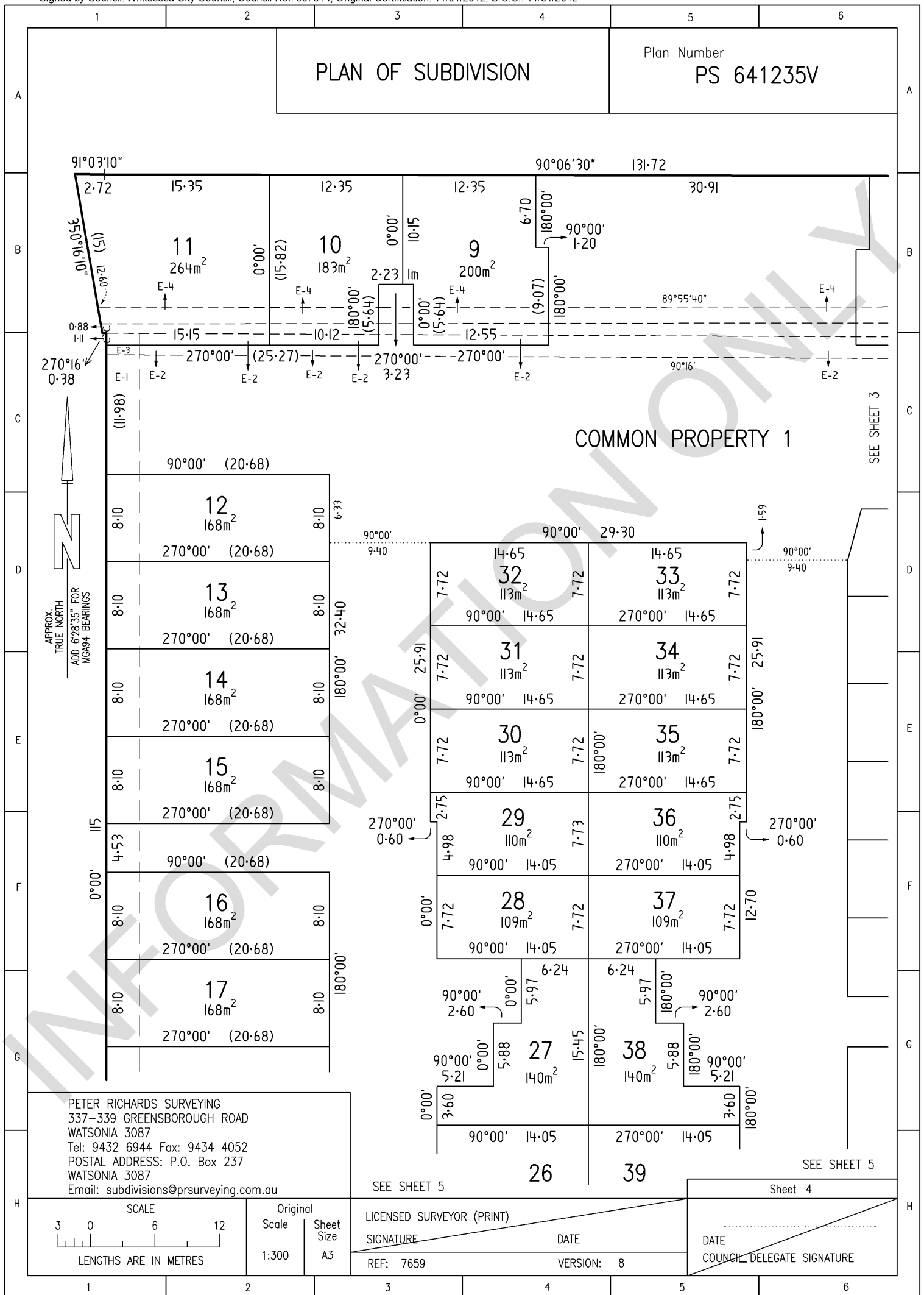
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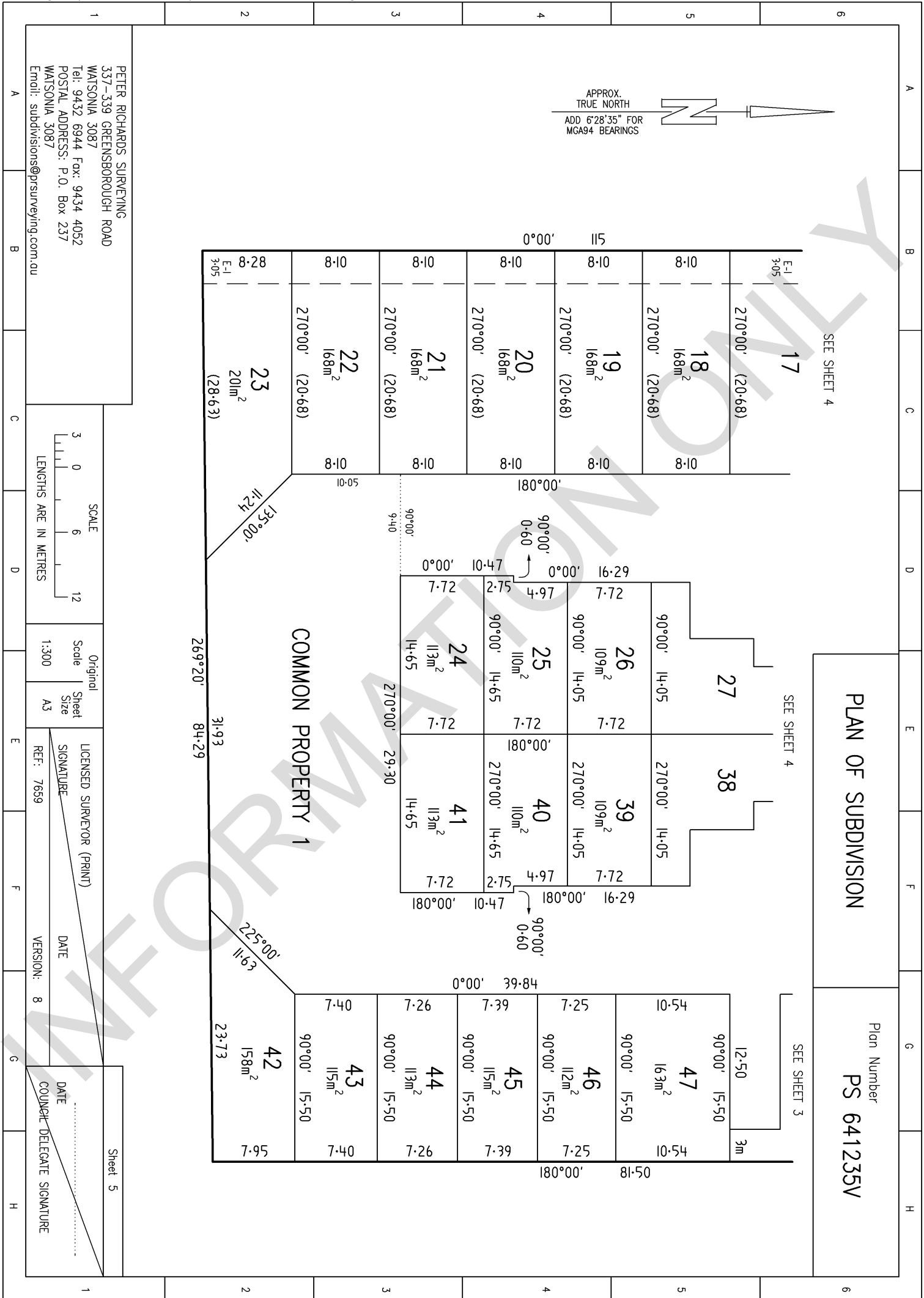
Signed by: Ian David Barker (Peter Richards Surveying) Surveyor's Plan Version (Version 8) SPEAR Ref S013413T 21/12/2011







Signed by Council: Whittlesea City Council, Council Ref: 607644, Original Certification: 11/01/2012, S.O.C.: 11/01/2012



Plan of Subdivision PS641235V
Certification & Statement of
Compliance (Form 6)



City of
Whittlesea

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S013413T
Plan Number: PS641235V
Council Name: Whittlesea City Council
Council Reference Number 1: 607644
Surveyor's Plan Version: Version 8

Certification

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 11/01/2012



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641235V

The land in PS641235V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 53.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATA DATA 39/574 PLUMMER STREET PORT MELBOURNE VIC 3207

AM667655A 31/03/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC013211P 24/01/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641235V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS641235V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Lot 39	10	10
Lot 40	10	10
Lot 41	10	10
Lot 42	10	10
Lot 43	10	10
Lot 44	10	10
Lot 45	10	10
Lot 46	10	10
Lot 47	10	10
Lot 48	10	10
Lot 49	10	10
Lot 50	10	10
Lot 51	10	10
Lot 52	10	10
Lot 53	10	10
Total	530.00	530.00

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

Statement End.

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FORM 18

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by: **AJM LAWYERS**

Name:

Phone: **9602 2235**

Address: **LEVEL 3, 140 QUEEN STREET, MELBOURNE 3000**

Ref: Customer Code: **12303W**

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 09822 Folio 584

Authority: **Whittlesea City Council**

Section and Act under which agreement made: Agreement under Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

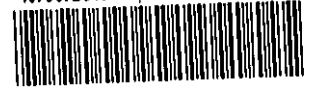
Name of Officer:

DAVID TURNBULL

Date: **6.8.2010**

AH420916V

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Date 29 / 7 / 2010

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 83 Brush Road, Epping

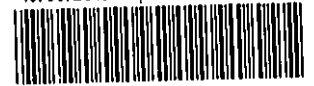
Whittlesea City Council
and

Netline Enterprises Pty Ltd ACN 119 932 544

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated / /

Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Netline Enterprises Pty Ltd ACN 119 932 544
Address	89 Redding Rise, Epping , Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 7 February 2006 Council issued Planning Permit No. 605757 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 2 of the Planning Permit provides that:
 - Prior to the issue of a Statement of Compliance the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:-
 - (a) Payment of developer contributions in accordance with the incorporated Harvest Home Local Structure Plan, Schedule 2 of the Development Contributions Plan Overlay at Clause 45.06 of the Whittlesea Planning Scheme and the endorsed Brush Road Development Plan.
 - (b) Provision to be made for connection of all services to Lot 1 PS 619096J upon the further development and / or subdivision of Lot A. These connection points must be provided by the owner of Lot A. Connection to these points must be provided by the owner of Lot 1.



- (c) Payment of an apportionment of the development and land acquisition costs associated with the required provision of local road-related infrastructure in accordance with the requirements of the endorsed Brush Road Development Plan.
- (d) All payments made under Conditions 3(a) and 3(c) are contributions payable for Lot 1 only. Contributions for Lot A are applicable and payable upon the further development of Lot A.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

E. Condition 6 of the Planning Permit provides that:

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the title of the allotment containing trees to be retained:

- (a) Plan containing dimensioned tree protection zone.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection/exclusion zone.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) The tree shown for retention shall not be removed, lopped or destroyed without approval of the Responsible Authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to the re-instatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.
- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant State government requirements/ legislation applicable at the time relating to offset requirements.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

- G.1 to give effect to the requirements of the Planning Permit; and

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G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties Agree

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1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Brush Road Development Plan means the plan endorsed by Council from time to time entitled the "Brush Road Development Plan". A copy of the Brush Road Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Building has the same meaning as in the Act.

Building Envelope means any area delineated and identified on the Endorsed Plan as a 'Building Envelope'.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Harvest Home Local Structure Plan means the plan incorporated under Schedule 1 to clause 81 of the Planning Scheme.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Plan of Subdivision PS 619096J means Plan of Subdivision PS 619096J, a copy of which is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Statement of Compliance means a Statement of Compliance issued pursuant to section 21 of the Subdivision Act 1988.

Subject Land means the land situated at 83 Brush Road, Epping being the land referred to in Certificate of Title Volume 9822 Folio 584 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



Tree Protection Zone means any area delineated and identified on the Tree Protection Zone Plan as a 'Tree Protection Zone'.

Tree Protection Zone Plan means the tree protection zone plan endorsed with the stamp of Council from time to time pursuant to condition 4 of the Planning Permit. A copy of the Tree Protection Zone Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Tree to be Retained means any tree which is located within a Tree Protection Zone.

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

The Owner covenants and agrees that:

Contributions

- 3.1 the Owner of lot 1 must pay to Council development contributions of an amount(s) to be determined by Council in accordance with the requirements specified in Schedule 2 of the Development Contributions Plan Overlay (Harvest Home Local Structure Plan) of the Planning Scheme;

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3.2 the Owner of lot 1 must pay to Council an apportionment of the development and land acquisition costs associated with the provision of local road-related infrastructure, in accordance with the requirements of the Brush Road Development Plan. The amount of the apportionment is to be determined by Council;

3.3 the Owners of lot 1 and lot A acknowledge that:

3.3.1 all payments made under clauses 3.1 and 3.2 of this Agreement are contributions payable for lot 1 only and must be paid to Council within 6 months of the issue of a Statement of Compliance; and

3.3.2 any contributions for lot A are applicable and must be paid to Council prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land or upon the further subdivision of lot A, whichever is the earlier;

Connection of services

3.4 upon the further subdivision and/or development of lot A, the Owner of lot A, at the Owner of lot A's expense, must:

3.4.1 arrange for connection of all services including but not limited to gas, water and electricity services to lot 1 on Plan of Subdivision PS619096J; and

3.4.2 provide connection points for those services on lot A;

3.5 the Owner of lot 1 on Plan of Subdivision PS619096J must provide connection points on lot 1 to connect with connection points provided by the Owner of lot A;

all to the satisfaction of Council;

Protection of trees on the Subject Land

3.6 prior to the commencement of any development on the Subject Land, a dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot comprising the Subject Land;

3.7 without the prior written consent of Council, the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Protection Zone;

3.8 without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on any lot outside of the Building Envelope;

3.9 without the prior written consent of Council, any Tree to be Retained may not be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land;

3.10 subject to clause 3.8, if the Tree to be Retained is removed from the Subject Land, with the prior written of Council, by the Owner for any reason (for example disease), the Owner must ensure that:

3.10.1 the entire tree, including the roots, are removed from the Subject Land; and

3.10.2 a new advanced tree of the same species is reinstated within a Tree Protection Zone;

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10/08/2010 \$105.20 173



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- 3.11 any tree located within a Tree Protection Zone that is removed from the Subject Land, with the prior written of Council, must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.12 any tree located within a Tree Protection Zone that is removed (with the prior written of Council) or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

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4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,



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no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

AH420916V



8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.



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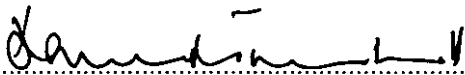
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Signing Page

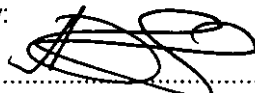
SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:



Chief Executive Officer

Executed by Netline Enterprises Pty Ltd
ACN 119 932 544 by being signed by the
person who is authorised to sign for the
company:



Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EPDING 3076 VIC

Mortgagee's Consent

~~National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.~~

National Australia Bank Ltd ABN 12 004 044 937 as Mortgagee of registered Mortgage AH192847E consents to the owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in-possession, agrees to be bound by the covenants and conditions of this Agreement.

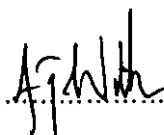
Executed on behalf of the National Australia Bank Limited by
its Attorney ANISTER JAMES WILKIE who holds the position of
Level 2 Attorney under Power of Attorney dated 1 March 2007
in the presence of:



Signature of Witness

VATSAL TRIVEDI

Name of Witness



Signature of Attorney

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**Application by a Responsible Authority for the
making of a Recording of an Agreement**
Section 181 Planning and Environment Act 1987

AJ005612R



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:LMR:LGC:5668095
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: ~~Volume 9822 Folio 584~~ Volume 11225 Folios 730 and 731

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date:

27 July 2010

Signature for Responsible Authority:

George Saisanas

Name of officer:

GEORGE SAISANAS

Position Held:

MANAGER STRATEGIC PLANNING & DESIGN

AJ005612R

14/06/2011 \$105.20 173



Date 27 / 7 / 2010

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 83 Brush Road, Epping

Whittlesea City Council
and

Netline Enterprises Pty Ltd ACN 119 932 544

AJ005612R

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Name	Netline Enterprises Pty Ltd ACN 119 932 544
Address	89 Redding Rise, Epping , Victoria
Short name	Owner

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. On 7 February 2006 Council issued Planning Permit No. 605757 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

D. Condition 2 of the Planning Permit provides that:

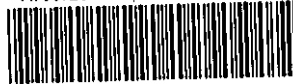
Prior to the issue of a Statement of Compliance the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:-

(a) Payment of developer contributions in accordance with the incorporated Harvest Home Local Structure Plan, Schedule 2 of the Development Contributions Plan Overlay at Clause 45.06 of the Whittlesea Planning Scheme and the endorsed Brush Road Development Plan.

(b) Provision to be made for connection of all services to Lot 1 PS 619096J upon the further development and / or subdivision of Lot A. These connection points must be provided by the owner of Lot A. Connection to these points must be provided by the owner of Lot 1.

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- (c) Payment of an apportionment of the development and land acquisition costs associated with the required provision of local road-related infrastructure in accordance with the requirements of the endorsed Brush Road Development Plan.
- (d) All payments made under Conditions 3(a) and 3(c) are contributions payable for Lot 1 only. Contributions for Lot A are applicable and payable upon the further development of Lot A.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

E. Condition 6 of the Planning Permit provides that:

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the title of the allotment containing trees to be retained:

- (a) Plan containing dimensioned tree protection zone.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection/exclusion zone.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) The tree shown for retention shall not be removed, lopped or destroyed without approval of the Responsible Authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to the re-instatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.
- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant State government requirements/ legislation applicable at the time relating to offset requirements.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

- G.1 to give effect to the requirements of the Planning Permit; and



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- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties Agree

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1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Brush Road Development Plan means the plan endorsed by Council from time to time entitled the "Brush Road Development Plan". A copy of the Brush Road Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Building has the same meaning as in the Act.

Building Envelope means any area delineated and identified on the Endorsed Plan as a 'Building Envelope'.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Harvest Home Local Structure Plan means the plan incorporated under Schedule 1 to clause 81 of the Planning Scheme.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Plan of Subdivision PS 619096J means Plan of Subdivision PS 619096J, a copy of which is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Statement of Compliance means a Statement of Compliance issued pursuant to section 21 of the Subdivision Act 1988.

Subject Land means the land situated at 83 Brush Road, Epping being the land referred to in Certificate of Title Volume 9822 Folio 584 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



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Tree Protection Zone means any area delineated and identified on the Tree Protection Zone Plan as a 'Tree Protection Zone'.

Tree Protection Zone Plan means the tree protection zone plan endorsed with the stamp of Council from time to time pursuant to condition 4 of the Planning Permit. A copy of the Tree Protection Zone Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Tree to be Retained means any tree which is located within a Tree Protection Zone.

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

The Owner covenants and agrees that:

Contributions

- 3.1 the Owner of lot 1 must pay to Council development contributions of an amount(s) to be determined by Council in accordance with the requirements specified in Schedule 2 of the Development Contributions Plan Overlay (Harvest Home Local Structure Plan) of the Planning Scheme;

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3.2 the Owner of lot 1 must pay to Council an apportionment of the development and land acquisition costs associated with the provision of local road-related infrastructure, in accordance with the requirements of the Brush Road Development Plan. The amount of the apportionment is to be determined by Council;

3.3 the Owners of lot 1 and lot A acknowledge that:

3.3.1 all payments made under clauses 3.1 and 3.2 of this Agreement are contributions payable for lot 1 only and must be paid to Council within 6 months of the issue of a Statement of Compliance; and

3.3.2 any contributions for lot A are applicable and must be paid to Council prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land or upon the further subdivision of lot A, whichever is the earlier;

Connection of services

3.4 upon the further subdivision and/or development of lot A, the Owner of lot A, at the Owner of lot A's expense, must:

3.4.1 arrange for connection of all services including but not limited to gas, water and electricity services to lot 1 on Plan of Subdivision PS619096J; and

3.4.2 provide connection points for those services on lot A;

3.5 the Owner of lot 1 on Plan of Subdivision PS619096J must provide connection points on lot 1 to connect with connection points provided by the Owner of lot A;

all to the satisfaction of Council;

Protection of trees on the Subject Land

3.6 prior to the commencement of any development on the Subject Land, a dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot comprising the Subject Land;

3.7 without the prior written consent of Council, the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Protection Zone;

3.8 without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on any lot outside of the Building Envelope;

3.9 without the prior written consent of Council, any Tree to be Retained may not be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land;

3.10 subject to clause 3.8, if the Tree to be Retained is removed from the Subject Land, with the prior written consent of Council, by the Owner for any reason (for example disease), the Owner must ensure that:

3.10.1 the entire tree, including the roots, are removed from the Subject Land; and

3.10.2 a new advanced tree of the same species is reinstated within a Tree Protection Zone;

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- 3.11 any tree located within a Tree Protection Zone that is removed from the Subject Land, with the prior written of Council, must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.12 any tree located within a Tree Protection Zone that is removed (with the prior written of Council) or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,

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no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

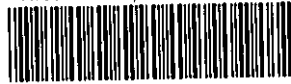
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

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8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:

[Signature]

Chief Executive Officer

Executed by Netline Enterprises Pty Ltd
ACN 119 932 544 by being signed by the
person who is authorised to sign for the
company:

[Signature]

Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EDDING 3076 VIC

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

National Australia Bank Ltd ABN 12 004 044 937 as Mortgagee of registered Mortgage AH192847E consents to the Owner entering into this agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited by
its Attorney AMSTER JAMES WILKIE who holds the position of
Level 2 Attorney under Power of Attorney dated 1 March 2007
in the presence of:

[Signature]

Signature of Witness:

VATSHAL TRIVEDI

Name of Witness

[Signature]

Signature of Attorney

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**Application by a Responsible Authority for the
making of a Recording of an Agreement**
Section 181 Planning and Environment Act 1987

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Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:LMR:LGC:5668095
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: ~~Volume 0822 Folio 584~~ Volume 11225 Folios 730 and 731

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date:

27 July 2010

Signature for Responsible Authority:

George Saisanas

Name of officer:

GEORGE SAISANAS

Position Held:

MANAGER STRATEGIC PLANNING & DESIGN

AJ005612R

14/06/2011 \$105.20 173



Date 27 / 7 / 2010

Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

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Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 83 Brush Road, Epping

Whittlesea City Council
and

Netline Enterprises Pty Ltd ACN 119 932 544

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 27 / 7 / 2010

AJ005612R

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Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Netline Enterprises Pty Ltd ACN 119 932 544
Address	89 Redding Rise, Epping , Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 7 February 2006 Council issued Planning Permit No. 605757 (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Conditions 2 and 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 2 of the Planning Permit provides that:
- Prior to the issue of a Statement of Compliance the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:-
- (a) Payment of developer contributions in accordance with the incorporated Harvest Home Local Structure Plan, Schedule 2 of the Development Contributions Plan Overlay at Clause 45.06 of the Whittlesea Planning Scheme and the endorsed Brush Road Development Plan.
- (b) Provision to be made for connection of all services to Lot 1 PS 619096J upon the further development and / or subdivision of Lot A. These connection points must be provided by the owner of Lot A. Connection to these points must be provided by the owner of Lot 1.

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- (c) Payment of an apportionment of the development and land acquisition costs associated with the required provision of local road-related infrastructure in accordance with the requirements of the endorsed Brush Road Development Plan.
- (d) All payments made under Conditions 3(a) and 3(c) are contributions payable for Lot 1 only. Contributions for Lot A are applicable and payable upon the further development of Lot A.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

E. Condition 6 of the Planning Permit provides that:

Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the following issues/matters are addressed as specific requirements on the title of the allotment containing trees to be retained:

- (a) Plan containing dimensioned tree protection zone.
- (b) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree protection/exclusion zone.
- (c) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from [sic] the Responsible Authority to vary the Plan.
- (d) The tree shown for retention shall not be removed, lopped or destroyed without approval of the Responsible Authority.
- (e) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to the re-instatement the entire tree including roots must be removed from the site.
- (f) Any tree that is removed from the site must be made available for use by the Responsible Authority within the local area for habitat or public art purposes.
- (g) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant State government requirements/ legislation applicable at the time relating to offset requirements.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

F. As at the date of this Agreement, the Subject Land is encumbered by a Mortgage in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

- G.1 to give effect to the requirements of the Planning Permit; and



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- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties Agree

AJ005612R



1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Brush Road Development Plan means the plan endorsed by Council from time to time entitled the "Brush Road Development Plan". A copy of the Brush Road Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Building has the same meaning as in the Act.

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Harvest Home Local Structure Plan means the plan incorporated under Schedule 1 to clause 81 of the Planning Scheme.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Plan of Subdivision PS 619096J means Plan of Subdivision PS 619096J, a copy of which is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Statement of Compliance means a Statement of Compliance issued pursuant to section 21 of the Subdivision Act 1988.

Subject Land means the land situated at 83 Brush Road, Epping being the land referred to in Certificate of Title Volume 9822 Folio 584 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.



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Tree Protection Zone means any area delineated and identified on the Tree Protection Zone Plan as a 'Tree Protection Zone'.

Tree Protection Zone Plan means the tree protection zone plan endorsed with the stamp of Council from time to time pursuant to condition 4 of the Planning Permit. A copy of the Tree Protection Zone Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Tree to be Retained means any tree which is located within a Tree Protection Zone.

Works has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owner

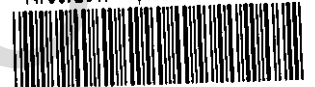
The Owner covenants and agrees that:

Contributions

- 3.1 the Owner of lot 1 must pay to Council development contributions of an amount(s) to be determined by Council in accordance with the requirements specified in Schedule 2 of the Development Contributions Plan Overlay (Harvest Home Local Structure Plan) of the Planning Scheme;

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AJ005612R

14/06/2011 \$105.20 173



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3.2 the Owner of lot 1 must pay to Council an apportionment of the development and land acquisition costs associated with the provision of local road-related infrastructure, in accordance with the requirements of the Brush Road Development Plan. The amount of the apportionment is to be determined by Council;

3.3 the Owners of lot 1 and lot A acknowledge that:

3.3.1 all payments made under clauses 3.1 and 3.2 of this Agreement are contributions payable for lot 1 only and must be paid to Council within 6 months of the issue of a Statement of Compliance; and

3.3.2 any contributions for lot A are applicable and must be paid to Council prior to the issue of an occupancy permit under the *Building Act* 1993 for any dwelling on the Subject Land or upon the further subdivision of lot A, whichever is the earlier;

Connection of services

3.4 upon the further subdivision and/or development of lot A, the Owner of lot A, at the Owner of lot A's expense, must:

3.4.1 arrange for connection of all services including but not limited to gas, water and electricity services to lot 1 on Plan of Subdivision PS619096J; and

3.4.2 provide connection points for those services on lot A;

3.5 the Owner of lot 1 on Plan of Subdivision PS619096J must provide connection points on lot 1 to connect with connection points provided by the Owner of lot A;

all to the satisfaction of Council;

Protection of trees on the Subject Land

3.6 prior to the commencement of any development on the Subject Land, a dimensioned plan must be submitted to Council for approval, setting out the Tree Protection Zone and Building Envelope for each lot comprising the Subject Land;

3.7 without the prior written consent of Council, the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Protection Zone;

3.8 without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on any lot outside of the Building Envelope;

3.9 without the prior written consent of Council, any Tree to be Retained may not be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land;

3.10 subject to clause 3.8, if the Tree to be Retained is removed from the Subject Land, with the prior written consent of Council, by the Owner for any reason (for example disease), the Owner must ensure that:

3.10.1 the entire tree, including the roots, are removed from the Subject Land; and

3.10.2 a new advanced tree of the same species is reinstated within a Tree Protection Zone;

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- 3.11 any tree located within a Tree Protection Zone that is removed from the Subject Land, with the prior written of Council, must be made available for use by Council within the local area for habitat or public art purposes; and
- 3.12 any tree located within a Tree Protection Zone that is removed (with the prior written of Council) or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

4. Further obligations of the Owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement,

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Maddocks

no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

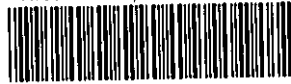
Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

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8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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14/06/2011 \$105.20 173



Maddocks

Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:

[Signature]

Chief Executive Officer

Executed by Netline Enterprises Pty Ltd
ACN 119 932 544 by being signed by the
person who is authorised to sign for the
company:

[Signature]

Sole Director and Sole Company Secretary

ANCE DELOVSKA

Full name

89 REDDING RISE

Usual address

EDDING 3076 VIC

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

National Australia Bank Ltd ABN 12 004 044 937 as Mortgagee of registered Mortgage AH192847E consents to the Owner entering into this agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited by
its Attorney AMSTER JAMES WILKIE who holds the position of
Level 2 Attorney under Power of Attorney dated 1 March 2007
in the presence of:

[Signature]

Signature of Witness:

VATSHAL TRIVEDI

Name of Witness

[Signature]

Signature of Attorney

Date of issue
16/05/2025

Assessment No.
820530

Certificate No.
172065

Your reference
76784437-020-0

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 36/12 Kirkland Court EPPING 3076

Description: LOT: 6 PS: 641235V

AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$380,000	\$100,000	\$19,000

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 2024 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 01/07/2024	\$889.88
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$33.06
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$269.00
Interest to 16/05/2025	\$5.56
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$806.59
Balance of rates & charges due:	\$539.56

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$539.56
--	-----------------

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**

ABN 72 431 091 058

whittlesea.vic.gov.au

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 **820530**



Phone 1300 301 185
Ref **820530**



Biller Code **5157**
Ref **820530**

15th May 2025

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Bond Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

Property Address:	36/12 KIRKLAND COURT EPPING 3076
Applicant	Bond Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA
Information Statement	30940868
Conveyancing Account Number	7959580000
Your Reference	718682

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. 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	36/12 KIRKLAND COURT EPPING 3076
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	36/12 KIRKLAND COURT EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

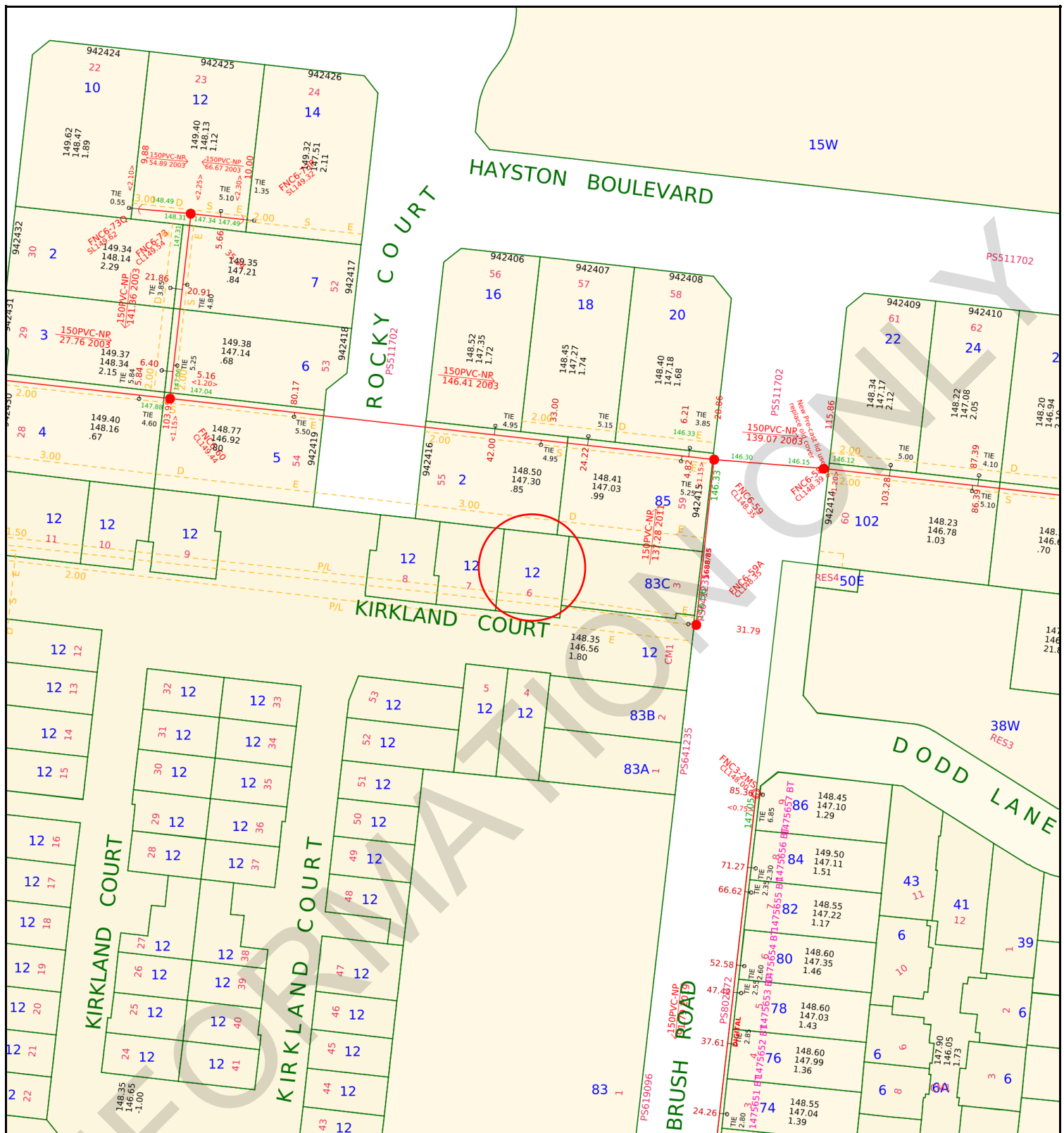
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30940868**

Address	36/12 KIRKLAND COURT EPPING 3076
Date	15/05/2025
Scale	1:1000



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

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

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9659314934
Rate Certificate No: 30940868

Date of Issue: 15/05/2025
Your Ref: 718682

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 36/12 KIRKLAND CT, EPPING VIC 3076	6\PS641235	5027574	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 5.000000kL x \$3.43420000 = \$17.17</i> Estimated Average Daily Usage \$0.20	10-02-2025 to 09-05-2025	\$17.17	\$17.17
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
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			\$208.18



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. 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.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

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: 5027574

Address: UNIT 36/12 KIRKLAND CT, EPPING VIC 3076

Water Information Statement Number: 30940868

HOW TO PAY



Bill Code: 314567
Ref: 96593149343

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

From www.planning.vic.gov.au at 23 May 2025 11:43 AM

PROPERTY DETAILS

Address: **36/12 KIRKLAND COURT EPPING 3076**
 Lot and Plan Number: **Lot 6 PS641235**
 Standard Parcel Identifier (SPI): **6\PS641235**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **820530**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 C6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

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

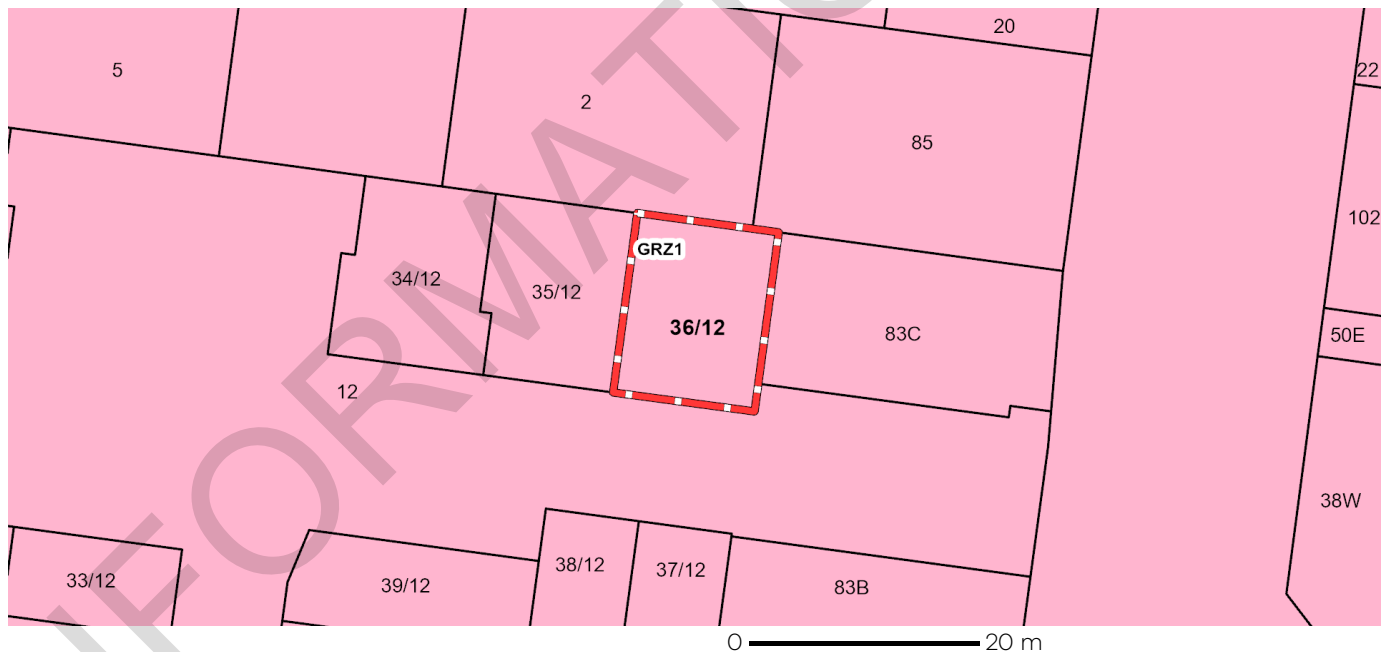
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



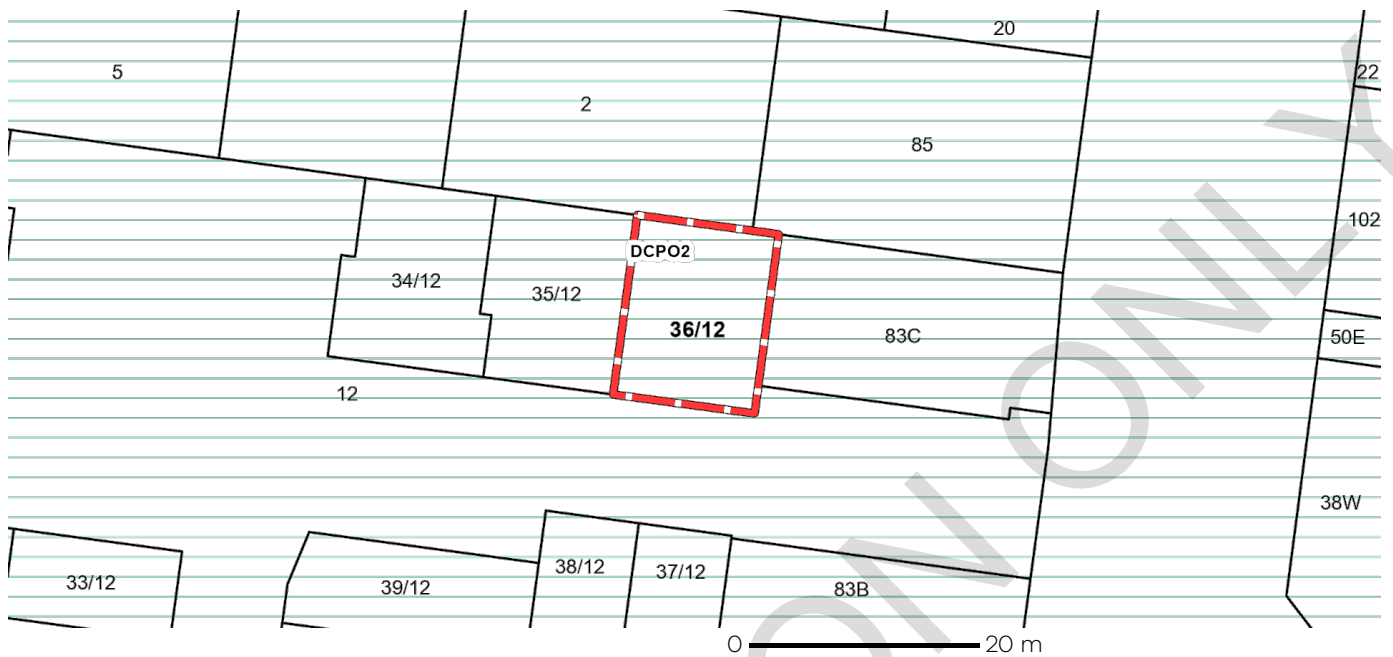
GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

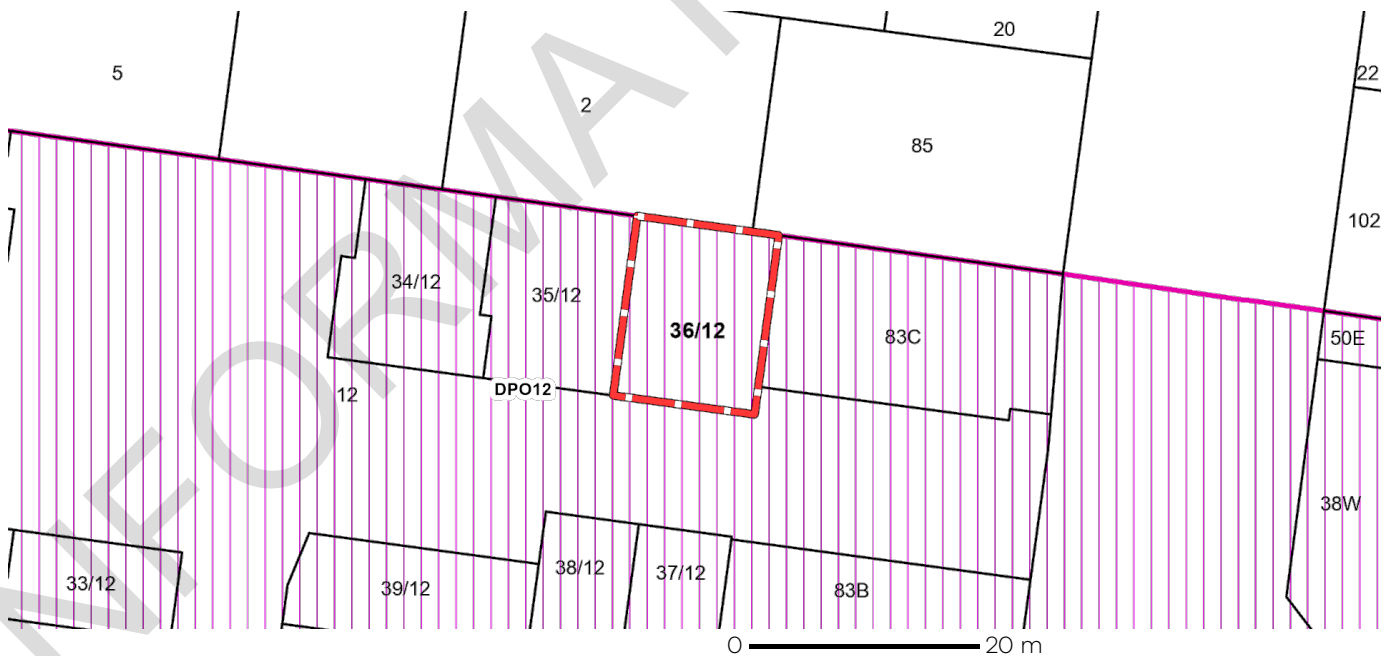


 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



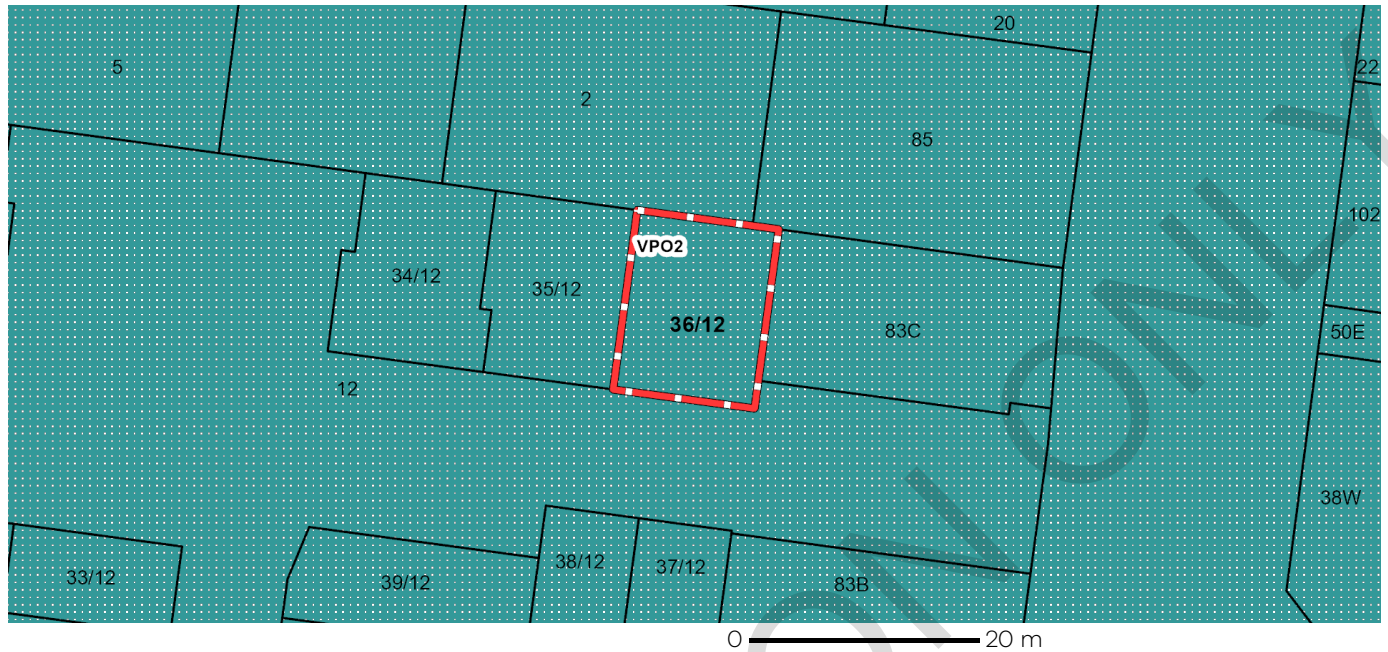
 **DPO - Development Plan Overlay**

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

Planning Overlays

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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 22 May 2025.

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

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

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

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

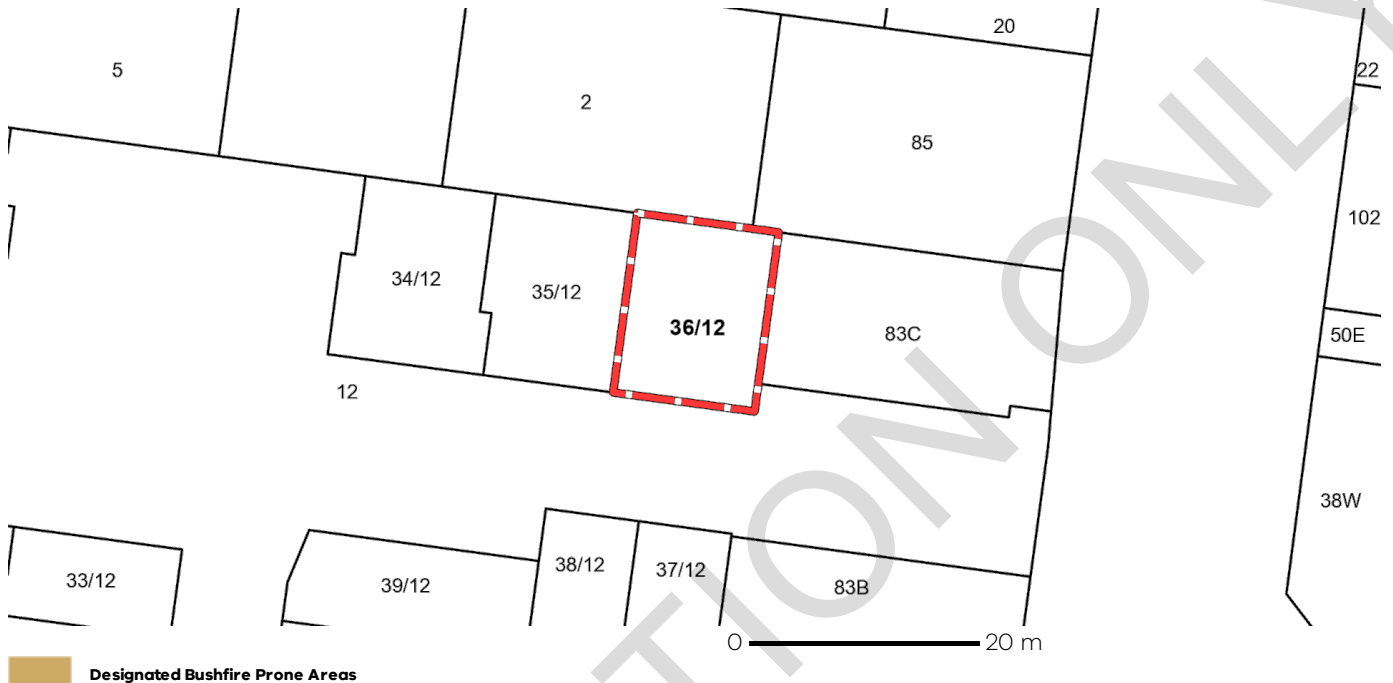
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1138779

APPLICANT'S NAME & ADDRESS

**BOND CONVEYANCING C/- INFOTRACK (ACTIONSTEP) C/-
LANDATA**

DOCKLANDS

VENDOR

EKIMOVSKI, OLIVER

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

718682

This certificate is issued for:

LOT 6 PLAN PS641235 ALSO KNOWN AS 36/12 KIRKLAND COURT 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 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 12
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

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

15 May 2025

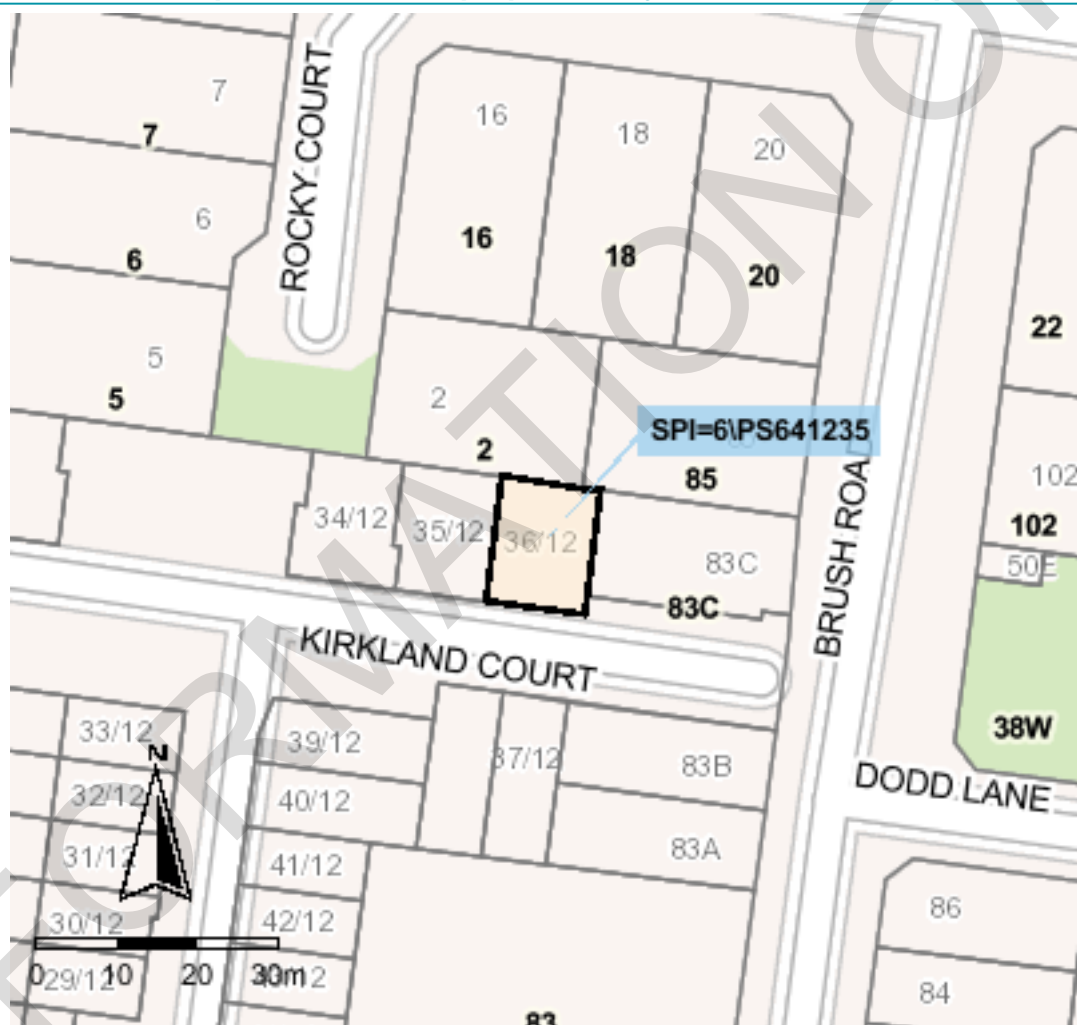
Sonya Kilkeny
Minister for Planning

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.



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Member - Strata Community Australia

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15 May 2025

Plan of Subdivision No. 641235V
Not registered for GST

ABN: 58 997 131 292

INFOTRACK
Level 8, 135 King Street
Sydney NSW 2000

Ref 33143

Re Lot 6

Plan of Subdivision No. 641235V

Fee 259.74

Paid

Legal Action

Please see attached Section 151 as requested.

To the Applicant

Should any monies be owing on the account, please note the following payment details:

BSB: 067-970

StrataPay Reference: 159464215

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 11)

Owners Corporation KIRKLAND COURT 12
 12 Kirkland Court Epping VIC 3076

Plan Number: 641235V

Vendor Oliver Ekimovski
 Reference 33143

This certificate is issued for Lot 6 on Plan Number 641235V
 the postal address of which is: 36/12 Kirkland Court, Epping VIC, 3076

Lot Liability 10.00

Lot Entitlement 10.0000

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/01/25 to 31/03/25	566.04	01/01/25		25/11/24
01/04/25 to 30/06/25	566.04	01/04/25		28/02/25
01/07/25 to 30/09/25	641.51	01/07/25		
01/10/25 to 31/12/25	641.51	01/10/25		
01/01/26****31/03/26	641.51	01/01/26		

Regulation 16(b)

The Administration Fund fees are paid up until 30/06/24
 Amount unpaid including billed not yet due \$2,264.16

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees \$2,264.16
 (Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/01/25 to 31/03/25	23.59	01/01/25		25/11/24
01/04/25 to 30/06/25	23.59	01/04/25		28/02/25
01/07/25 to 30/09/25	35.38	01/07/25		
01/10/25 to 31/12/25	35.38	01/10/25		
01/01/26****31/03/26	35.38	01/01/26		

Regulation 16(b)

The Maintenance Fund fees are paid up until 30/06/24
 Amount unpaid including billed not yet due \$94.36

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees \$94.36
 (Credit shown with -)

3 Regulation 11(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing

<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>
Other	Other	527.21		307.21

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 6

On

Plan Number

641235V

Interest Rate: 10.00

Interest to Certificate Date: \$111.53

Daily Interest Accruing:

\$0.65

1 to 5 Section 151(4)(a)(iii) Regulation 11(c) Summary of Amounts unpaid

Annual Fees	\$2,358.52
Special Fees	Nil
Other Payments	\$307.21
Interest	\$111.53

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$2,997.26)

\$2,777.26

6 Section 151(4)(a)(v) Regulation 11(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

Nil

7 Section 151(4)(a)(iv) Regulation 11(f)

The owners corporation has the following insurance cover:

INSURANCE DETAILS
KIRKLAND COURT 12

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING	HU0047236	15,504,280.00	17/07/25	05/09/24	32,214.96
CHU U'writing Agency Pty Ltd	Resolute				
CATASTROPHE OR EMERG	HU0047236	4,651,284.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
CONTENTS	HU0047236	155,042.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
FIDELITY GUARANTEE	HU0047236	250,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
GOVERNMENT AUDIT	HU0047236	25,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
LEGAL EXPENSES	HU0047236	50,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
LOSS OF RENT	HU0047236	2,325,642.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
LOT OWNERS IMPROVEME	HU0047236	250,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
OFFICE BEARERS	HU0047236	5,000,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
PUBLIC LIABILITY	HU0047236	30,000,000.00	17/07/25		0.00
CHU U'writing Agency Pty Ltd	Resolute				
VOLUNTARY WORKERS	HU0047236	200,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				
WH&S	HU0047236	100,000.00	17/07/25		
CHU U'writing Agency Pty Ltd	Resolute				

8 Section 151(4)(a)(v) Regulation 11(g)

The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

have not

9 Section 151(4)(a)(vi) Regulation 11(h)

Total funds held by owners corporation (including any investment accounts): \$37,753.11

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 6

On

Plan Number

641235V

- 10 Section 151(4)(a)(vii) Regulation 11(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/12/2025 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.
A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.
- 11 Section 151(4)(a)(viii) Regulation 11(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

Private waste management agreement - iDump
Common gardening maintenance agreement - Duho Services
Towing agreement - Anytime Towing
- 12 Section 151(4)(a)(ix) Regulation 11(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

Nil
- 13 Section 151(4)(a)(x) Regulation 11(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

Nil
- 14 Section 151(4)(a)(xi) Regulation 11(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

THE OWNERS CORPORATION IS NOT A PARTY TO ANY LEGAL PROCEEDINGS OR AWARE OF ANY CIRCUMSTANCES WHICH MAY GIVE RISE TO PROCEEDINGS EXCEPT TO RECOVER THE DEBTS OF MEMBERS SHOULD SIGNIFICANT ARREARS ARISE.
- 15 Section 151(4)(a)(xii) Regulation 11(n)
The owners corporation has resolved to appoint a manager, being:
Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161
Telephone: 03 9534 4614 Facsimile: Email: emily.murray@tideways.com.au
- 16 Section 151(4)(a)(xiii) Regulation 11(o)
No proposal has been made for the appointment of an administrator except as follows:

Nil
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 6

On

Plan Number

641235V

21 Section 151(4)(b)(v)

Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

The Common Seal of The Victorian Owners Corporation KIRKLAND COURT 12 was hereunto affixed on 15 May 2025 and witness by and in the presence of Tideways Pty Ltd by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.

Dated: 15/05/2025



Owners Corporation Manager
Emily Murray

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

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

Schedule 9, Regulation 11, Owners Corporation Regulations 2018

1. Health, safety and security

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

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

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

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

1.3. Waste disposal

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

1.4. Smoke Penetration

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

1.5. Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1. Metering of services and apportionment of costs of services

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

- a. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- b. is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1. Use of common property

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

4.2. Vehicles and parking on common property

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

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

4.3. Damage to common property

- 1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- 2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- 3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1. Change of use of lots

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

Example

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

5.2. External appearance of lots

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

5.3. Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1. Behaviour of owners, occupiers and invitees on common property

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

6.2. Noise and other nuisance control

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

7. Dispute resolution

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



TIDEWAYS

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ABN: 87 076 601 851
Member - Strata Community Australia

www.tideways.com.au

Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

BALANCE SHEET

AS AT 15 MAY 2025

OWNERS FUNDS

Administrative Fund

Maintenance Fund

TOTAL

ACTUAL 15/05/2025	ACTUAL 31/12/2024
29,926.48	812.66
27,717.76	25,217.22
\$ 57,644.24	\$ 26,029.88

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Bank Balance Admin Fund

Bank Balance Maintenance Fund

Levies In Arrears

Other Arrears

Interest On Overdue Levies

Loan To Admin Fund

TOTAL ASSETS

22,292.20	22,248.58
15,460.91	13,929.58
16,731.38	8,432.01
3,073.03	1,916.45
821.55	350.23
11,500.00	11,500.00
69,879.07	58,376.85

LIABILITIES

Creditors

Loan From Maint Fund

Arrears Fee Clearing Account

Arrears Fee Clearing Acc Oc1

Levies In Advance

TOTAL LIABILITIES

0.00	3,762.00
11,500.00	11,500.00
(3,194.40)	(2,395.80)
3,630.00	2,395.80
299.23	17,084.97
12,234.83	32,346.97

NET ASSETS

\$ 57,644.24	\$ 26,029.88
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Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2025 TO 15 MAY 2025

	ACTUAL	BUDGET	ACTUAL
	01/01/25-15/05/25	01/01/25-31/12/25	01/01/24-31/12/24
<u>ADMINISTRATIVE FUND</u>			
<u>ADMINISTRATIVE FUND INCOME</u>			
Administrative Fund	60,000.24	136,000.00	117,098.73
Admin Fund - Post Agm Adjust.	0.00	0.00	2,901.22
Owner Expense Clearing	0.00	0.00	16.34
Admin Overdue Interest	481.25	0.00	420.84
<u>TOTAL OPERATING FUND INCOME</u>	60,481.49	136,000.00	120,437.13
<u>ADMIN FUND EXPENDITURE</u>			
Audit Fees	0.00	550.00	550.00
Trades Compliance	0.00	300.00	0.00
Strata Pay	32.73	250.00	227.82
Electrical Repairs	3,580.50	500.00	0.00
Gardening	3,465.00	16,000.00	13,167.00
General Repairs & Maintenance	1,633.07	1,500.00	1,410.50
Insurance- Premium	0.00	38,500.00	48,703.26
Insurance Valuation	0.00	0.00	2,340.00
Legal & Debt Collection Fees	(15.13)	0.00	(171.48)
Legal Expense	0.00	0.00	2,999.71
Management Fees	8,502.10	21,425.00	20,625.22
Management Fees- Additional	0.00	1,000.00	965.33
Management Fees- Addit Oc1	260.00	0.00	2,437.50
Management Fee - Disbursements	1,435.40	3,710.00	3,796.26
Plumbing	0.00	1,500.00	0.00
Seals, Signage & Notice Boards	0.00	0.00	416.30
Waste Management	12,474.00	36,000.00	35,178.00
<u>TOTAL ADMIN EXPENDITURE</u>	31,367.67	121,235.00	132,645.42
<u>SURPLUS / DEFICIT</u>	\$ 29,113.82	\$ 14,765.00	\$ (12,208.29)
Admin Fund Opening Balance	812.66	812.66	13,020.95
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 29,926.48	\$ 15,577.66	\$ 812.66



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T: (03) 9534 4614 E: enquiries@tideways.com.au

ABN: 87 076 601 851
Member - Strata Community Australia

www.tideways.com.au

Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2025 TO 15 MAY 2025

	ACTUAL	BUDGET	ACTUAL
	01/01/25-15/05/25	01/01/25-31/12/25	01/01/24-31/12/24
<u>MAINTENANCE FUND</u>			
<u>MAINTENANCE FUND INCOME</u>			
Maintenance Fund Contributions	2,500.54	7,500.00	5,000.55
Maint. Fund - Post Agm Adjust	0.00	0.00	1,249.21
Penalty Interest M/Fund	0.00	0.00	2.05
<u>TOTAL MAINTENANCE FUND INCOME</u>	2,500.54	7,500.00	6,251.81
<u>MAINTENANCE FUND EXPENDITURE</u>			
General Repairs & Maintenance	0.00	10,219.00	0.00
<u>TOTAL MAINTENANCE EXPENDITURE</u>	0.00	10,219.00	0.00
<u>SURPLUS / DEFICIT</u>	\$ 2,500.54	\$ (2,719.00)	\$ 6,251.81
Maintenance Opening Balance	25,217.22	25,217.22	18,965.41
<u>MAINTENANCE FUND BALANCE</u>	\$ 27,717.76	\$ 22,498.22	\$ 25,217.22

**Plan of Subdivision No. 641235V**12 Kirkland Court
Epping VIC
3076**ACCOUNTS SUMMARY**

1 January 2025 to 15 May 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
122	Administrative Fund	STRATA PAY	
31/01/25	StrataPay Trans/Svce		27.78
28/02/25	StrataPay Trans/Svce		3.80
31/03/25	StrataPay Trans/Svce		27.95
29/04/25	StrataPay Trans/Svce		-48.65
30/04/25	StrataPay Trans/Svce		21.85
	Total:		32.73
131	Administrative Fund	ELECTRICAL REPAIRS	
18/03/25	LIGHT GLOBE SWAP	Melbourne's Very Own	1,485.00
21/03/25	LIGHT GLOBE SWAP	Melbourne's Very Own	660.00
21/03/25	SUNLIGHT SWITCHES	Melbourne's Very Own	792.00
26/03/25	LIGHT SWAP	Melbourne's Very Own	247.50
26/03/25	CELL SWAP	Melbourne's Very Own	396.00
	Total:		3,580.50
135	Administrative Fund	GARDENING	
05/02/25	GARDENING JAN 25	Duho Services Pty Ltd	1,485.00
02/04/25	GARDENING MAR25	Duho Services Pty Ltd	990.00
30/04/25	GARDENING 11&26APR25	Duho Services Pty Ltd	990.00
	Total:		3,465.00
136	Administrative Fund	GENERAL REPAIRS & MAINTENANCE	
01/01/25	CARPARK MGT 24/25	Anytime Car Park Mgmt	550.00
08/05/25	BURST PIPE	Gallant Plumbing	1,083.07
	Total:		1,633.07
144	Administrative Fund	LEGAL & DEBT COLLECTION FEES	
04/04/25	Legal & Debt Collect	Harmeet Kaur	-16.81
07/04/25	DEBT RECOVERY-L2	Berrigan Doube Lawyers	220.00
08/04/25	Legal & Debt Collect	Harmeet Kaur	-220.00
30/04/25	TITLE SEARCH-U36	Tideways Pty Ltd	18.49
30/04/25	DEBT RECOVERY-L6	Berrigan Doube Lawyers	220.00
30/04/25	DEBT RECOVERY-L20	Berrigan Doube Lawyers	220.00
01/05/25	Legal & Debt Collect	Oliver Ekimovski	-16.81
05/05/25	Legal & Debt Collect	Oliver Ekimovski	-220.00
05/05/25	Legal & Debt Collect	Michael & Dorothy Mitrevski	-220.00
	Total:		-15.13
150	Administrative Fund	MANAGEMENT FEES	
15/01/25	Management Fees	Tideways Pty Ltd	1,700.42
05/02/25	Management Fees	Tideways Pty Ltd	1,700.42
04/03/25	Management Fees	Tideways Pty Ltd	1,700.42
02/04/25	Management Fees	Tideways Pty Ltd	1,700.42
07/05/25	Management Fees	Tideways Pty Ltd	1,700.42
	Total:		8,502.10

**Plan of Subdivision No. 641235V**12 Kirkland Court
Epping VIC
3076**ACCOUNTS SUMMARY**

1 January 2025 to 15 May 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
150101	Administrative Fund	MANAGEMENT FEES- ADDIT OC1	
26/03/25	Additional Fees OC1	Tideways Pty Ltd	260.00
	Total:		260.00
1505	Administrative Fund	MANAGEMENT FEE - DISBURSEMENTS	
15/01/25	Disbursement Fees	Tideways Pty Ltd	287.08
05/02/25	Disbursement Fees	Tideways Pty Ltd	287.08
04/03/25	Disbursement Fees	Tideways Pty Ltd	287.08
02/04/25	Disbursement Fees	Tideways Pty Ltd	287.08
07/05/25	Disbursements	Tideways Pty Ltd	287.08
	Total:		1,435.40
158	Administrative Fund	WASTE MANAGEMENT	
31/01/25	JAN 25	Idump - Ikon Waste Solutions	3,465.00
28/02/25	FEB 25	Idump - Ikon Waste Solutions	2,772.00
31/03/25	MAR 25	Idump - Ikon Waste Solutions	2,772.00
30/04/25	APR 25	Idump - Ikon Waste Solutions	3,465.00
	Total:		12,474.00



T I D E W A Y S

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Plan of Subdivision No. 641235V

12 Kirkland Court
Epping VIC
3076

CREDITORS BALANCE REPORT

15 May 2025

Account No

Name

Amount

No Records To Report

INFORMATION ONLY

MINUTES OF THE 2024 ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. PS641235V
12 KIRKLAND COURT, EPPING VIC 3076

The meeting of the Owners Corporation was held via Zoom on
Wednesday – March 19th 2025 at 5:30pm

1. Registration of Attendance, Apologies, Proxies

1.1 Present

<u>Name</u>	<u>Lot No.</u>
John Gerrard	7
Kira Ridi	17
Poppi Jones	19
Vicky & Joanne Kanellis	47

1.2 Apologies

Nil	
-----	--

1.3 Proxies

(Owner Name)	(Lot number)	In favour of (Proxy Name)
Nil		

1.4 Other Attendees

Emily Murray	<i>Owners Corporation Manager, Tideways Pty Ltd</i>
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1.5. Quorum

As less than 50% of 53 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting proceeded with all decisions being “interim decisions”. The interim decisions will become decisions of the Owners Corporation if no petitions are received within 29 days from the date of the meeting as per s78. of the Act.

Owners Corporation Act 2006

Section 78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
- (4) Interim resolutions become resolutions of the owners corporation:
 - a) Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - b) If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

- c) If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 29 day period.

2. Adoption of Meeting Rules

IT WAS RESOLVED that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.

3. Appointment of chair of the meeting

IT WAS RESOLVED that Emily Murray be appointed to chair the meeting.

4. Voting procedure

IT WAS RESOLVED that the votes on all motions will be done via electronic voting (show of hands).

5. Minutes of the previous annual general meeting

IT WAS RESOLVED that the Minutes of the previous Annual General Meeting for Owners Corporation PS641235V held on March 28th 2024 be confirmed as a true and accurate record of that meeting.

6. Owners corporation reports

6.1. Committee Report

The Chairperson of the Committee furnished an oral report of the Committee's activities.

6.2. Manager's report

IT WAS RESOLVED to receive the Manager's Report attached to the Notice of Meeting.

7. Financial Matters

7.1. Financial statements for the period 01/01/2024 – 31/12/2024

IT WAS RESOLVED that the independently reviewed financial statements for the period 01/01/2024 – 31/12/2024 be received and accepted as tabled.

8. Annual budget and fees for the financial year 01/01/2025-31/12/2025

8.1. Administration fund budget

IT WAS RESOLVED that the proposed annual administration fund budget for the financial year 01/01/2025-31/12/2025 of \$121,235.00 (plus GST, where applicable) be approved.

8.2. Administration fund fees

IT WAS RESOLVED that the annual administrative fund fees for the financial year 01/01/2025-31/12/2025 of **\$136,000.00** (plus GST where applicable) be approved and that fees are collected quarterly in advance.

It was noted, that as levies have already been issued at the old rate for a portion of the current financial year, it is intended and necessary that a one-off adjustment levy be issued shortly after the AGM and payable within 28 days after the issue date. If the resolution is interim, the adjustment levy will be issued 29 days after the AGM date.

9. Maintenance fund fees

IT WAS RESOLVED that the annual maintenance fund fees for the financial year 01/01/2025-31/12/2025 of **\$7,500.00** (plus GST where applicable) be approved and that fees are collected quarterly in advance.

It was noted, that as levies have already been issued at the old rate for a portion of the current financial year, it is intended and necessary that a one-off adjustment levy be issued shortly after the AGM and payable within 28 days after the issue date. If the resolution is interim, the adjustment levy will be issued 29 days after the AGM date.

10. Compliance

10.1. Maintenance plan

IT WAS RESOLVED that the Owners Corporation has an approved maintenance plan, a copy of which is available to lot owners upon request and / or can be downloaded from the StrataMax Portal.

The Maintenance Plan was prepared on 20/02/2024.

10.2. Occupational health & safety report

Members are reminded that compliance with the OH&S laws is an ongoing obligation. Members should regularly monitor the property and immediately advise the Manager of any required maintenance or safety issues at the property.

IT WAS RESOLVED that the Owners Corporation resolves to defer the decision of having an OH&S report prepared by a suitably qualified contractor to the Committee.

11. Insurance

11.1. Insurance policy details

Insurance Broker:	Resolute
Insurer:	CHU Underwriting Agency Pty Ltd
Policy:	HU0047236
Building Cover:	\$15,504,280
Period:	17/07/2024 to 17/07/2025
Public Liability:	\$30,000,000
Office Bearers Cover:	\$5,000,000
Premium:	\$32,214.96
Excess:	

Claim Type:	Excess:
Legal Defence Expenses each and every claim:	\$1,000

Policy 1 - Insured Property. Standard Excess:	\$2,000
Policy 1 - Insured property. Water damage excess. This excess will apply to loss or damage caused by: a) Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or b) Rainwater:	\$2,500
Exploratory costs-Burst pipes:	\$2,500
Flood Excess:	\$2,000

11.2. Building reinstatement and replacement valuation

The last Building reinstatement and replacement cost valuation was completed 13 June 2024.

11.3. Insurance Renewal

IT WAS RESOLVED that the Owners Corporation Committee is delegated the authority on behalf of the Owners Corporation to select and approve the most appropriate insurance renewal policy based on quotes and recommendations put forward by the insurance broker.

IT WAS RESOLVED that should the Committee not provide clear instruction to the Manager at least five (5) business days prior to the policy expiry, a Standing Direction be given to the Owners Corporation Manager to renew the insurance policy at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the replacement and reinstatement report, whichever is greater.

Personal/Owners contents & legal liability

Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains and light fittings).

12. Debt recovery, interest and arrears

12.1. Charging of penalty interest

IT WAS RESOLVED that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other lesser amount as included in the Owners Corporation rules. The maximum penalty rate is 10% p.a. which is calculated daily on overdue fees.

12.2. Lot owners in arrears

IT WAS RESOLVED that the Owners Corporation may initiate legal proceedings against a lot owner if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with recovering the money owed, including solicitors' charges, will be invoiced to the Owners Corporation account of the relevant lot owner and the relevant lot owner will be liable for all of those costs. The Owners Corporation manager is authorised to take any action necessary to facilitate the recovery of debt.

12.3. Cost Recovery

IT WAS RESOLVED that any person responsible for the Owners Corporation incurring costs and expenses because of a default or breach of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2018 or the rules of the Owners Corporation will be liable and responsible for paying those costs and expenses and the Owners Corporation is empowered to take any action necessary to recover the costs and expenses from that person.

13. Committee of Management

13.1. Committee of Management

The Owners Corporation called for nominations for a Committee of no less than three (3) and no more than seven (7) members, such committee to serve until the next AGM.

IT WAS RESOLVED that a Committee of **five** members be appointed until the next Annual General Meeting:

<u>Name</u>	<u>Lot No.</u>
John Gerrard	7
Kira Ridi	17
Poppi Jones	19
Joanne Kanellis	47

13.2. Delegation to the committee

It is noted that the Committee is delegated all the powers and functions that may be delegated under s11 of the Owners Corporations Act 2006.

14. Appointment of Manager

14.1. Contract of Appointment

Tideways Management contract with your Owners Corporation is current until 1 December 2025.

14.2. Delegation to the Manager

It is noted that pursuant to Section 11 of the Act, the Owners Corporation delegates powers and functions to the Manager as set out in the Act and in the Contract of Appointment.

15. General Business

Tideways was asked to contact Whittlesea Council to inquire about the removal of the fence at the end of the pedestrian walkway and whether it will be reinstated.

THE MEETING WAS DECLARED CLOSED AT 6.20PM

**Plan of Subdivision No. 641235V**

12 Kirkland Court Epping VIC 3076

APPROVED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
<u>ADMINISTRATIVE FUND</u>			
<u>ADMINISTRATIVE FUND INCOME</u>			
Administrative Fund	117,098.73	120,000.00	136,000.00
Admin Fund - Post Agm Adjust.	2,901.22	0.00	0.00
Owner Expense Clearing	16.34	0.00	0.00
Admin Overdue Interest	420.84	0.00	0.00
<u>TOTAL OPERATING FUND INCOME</u>	120,437.13	120,000.00	136,000.00
<u>ADMIN FUND EXPENDITURE</u>			
Accounting & Lodgement	0.00	200.00	0.00
Audit Fees	550.00	400.00	550.00
Trades Compliance	0.00	296.00	300.00
Strata Pay	227.82	0.00	250.00
Public Officer	0.00	110.00	0.00
Electrical Repairs	0.00	500.00	500.00
Gardening	13,167.00	16,000.00	16,000.00
General Repairs & Maintenance	1,410.50	1,000.00	1,500.00
Taxation Fees	0.00	248.00	0.00
Online Portal Fees	0.00	878.00	0.00
Bank Management	0.00	660.00	0.00
Insurance- Premium	48,703.26	36,000.00	38,500.00
Insurance Valuation	2,340.00	0.00	0.00
Legal & Debt Collection Fees	(171.48)	0.00	0.00
Legal Expense	2,999.71	0.00	0.00
Management Fees	20,625.22	20,405.00	21,425.00
Management Fees- Additional	965.33	1,000.00	1,000.00
Management Fees- Addit Oc1	2,437.50	0.00	0.00
Management Fee - Disbursements	3,796.26	3,445.00	3,710.00
Plumbing	0.00	1,500.00	1,500.00
Seals, Signage & Notice Boards	416.30	0.00	0.00
Waste Management	35,178.00	35,000.00	36,000.00
Water & Sewerage	0.00	500.00	0.00
<u>TOTAL ADMIN EXPENDITURE</u>	132,645.42	118,142.00	121,235.00
<u>SURPLUS / DEFICIT</u>	\$ (12,208.29)	\$ 1,858.00	\$ 14,765.00
Admin Fund Opening Balance	13,020.95	13,020.95	812.66
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 812.66	\$ 14,878.95	\$ 15,577.66



TIDEWAYS

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Plan of Subdivision No. 641235V

12 Kirkland Court Epping VIC 3076

APPROVED ANNUAL BUDGET

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	BUDGET 01/01/25-31/12/25
<u>MAINTENANCE FUND</u>			
<u>MAINTENANCE FUND INCOME</u>			
Maintenance Fund Contributions	5,000.55	5,000.00	7,500.00
Maint. Fund - Post Agm Adjust	1,249.21	0.00	0.00
Penalty Interest M/Fund	2.05	0.00	0.00
<u>TOTAL MAINTENANCE FUND INCOME</u>	6,251.81	5,000.00	7,500.00
<u>MAINTENANCE FUND EXPENDITURE</u>			
General Repairs & Maintenance	0.00	0.00	10,219.00
<u>TOTAL MAINTENANCE EXPENDITURE</u>	0.00	0.00	10,219.00
<u>SURPLUS / DEFICIT</u>	\$ 6,251.81	\$ 5,000.00	\$ (2,719.00)
Maintenance Opening Balance	18,965.41	18,965.41	25,217.22
<u>MAINTENANCE FUND BALANCE</u>	\$ 25,217.22	\$ 23,965.41	\$ 22,498.22

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

N5 0372 0960 2

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no.	REC-35775	Telephone no.	0404553644
Name	GLIGOR MALINOV		
Address	2 PLATH CL DELAHEY VIC 3037		

Licensed Electrical Worker

Licence no.	A71569
Name	GLIGOR MALINOV

Details of Electrical Installation

Address	UNIT 36 12 KIRKLAND CT EPPING VIC 3076		
NMI	--	Lot number (where applicable only)	--

Description of Non-Prescribed Work

14 D/L Replaced Existing Positions.

I, GLIGOR MALINOV, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion

01 May 2025

Date of Certification

20 May 2025

Please note: You may be contacted if the electrical installation work described on this certificate is selected for audit. Auditing is carried out by representatives of Energy Safe Victoria. We use and manage your personal information in accordance with our Privacy Policy, which can be viewed on our website.

Property Clearance Certificate
Land Tax



INFOTRACK / BOND CONVEYANCING

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (33143, 90725278, 15 MAY 2025, ESYSPROD)

Land Address: UNIT 36, 12 KIRKLAND COURT EPPING VIC 3076

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 39547316, 6, 641235, 11328, 515, \$975.00

Vendor: OLIVER EKIMOVSKI
Purchaser: FOR INFORMATION PURPOSES

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR OLIVER EKIMOVSKI, 2025, \$100,000, \$975.00, \$0.00, \$975.00

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

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: 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.

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Description and Value. Rows: CAPITAL IMPROVED VALUE (CIV): \$380,000; SITE VALUE (SV): \$100,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$975.00



Notes to Certificate - Land Tax

Certificate No: 90725278

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$100,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,800.00

Taxable Value = \$380,000

Calculated as \$380,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90725278

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: 90725278

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

Commercial and Industrial Property Tax



INFOTRACK / BOND CONVEYANCING

Your Reference: 33143
Certificate No: 90725278
Issue Date: 15 MAY 2025
Enquires: ESYSPROD

Land Address: UNIT 36, 12 KIRKLAND COURT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39547316	6	641235	11328	515	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.2	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: \$380,000

SITE VALUE: \$100,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90725278

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 / BOND CONVEYANCING

Your Reference:	33143
Certificate No:	90725278
Issue Date:	15 MAY 2025

Land Address: UNIT 36, 12 KIRKLAND COURT EPPING VIC 3076

Lot	Plan	Volume	Folio
6	641235	11328	515

Vendor: OLIVER EKIMOVSKI
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: 90725278

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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


Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p> Biller Code: 416073 Ref: 90725276</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p> Ref: 90725276</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bond Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 718682

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

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

Unit 36 12 KIRKLAND COURT, 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: 15th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76784437 - 76784437125408 '718682'

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.

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.

Certifier's Name	Vince Tullio	Licence No.	45653	Compliance Cert No.	Compliance Cert PIN
				18055722	0074

INSTALLATION ADDRESS			
Site Address	UNIT 36 12 KIRKLAND CT		
Town/Suburb	EPPING	Post Code	3076

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	17/04/2025	'As Laid' plans lodged	
Value of plumbing work	\$750 - \$999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Sanitary Water supply

INSTALLATION DETAILS
FITOFF BATHROOM FIXTURES- TOILET, BASIN & SHOWER RAIL REPLACE SHOWER MIXER

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	23/05/2025

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Waterproofing Certificate

Class 1 and 10 buildings – Part 3.8.1 of the Building Code of Australia (Volume 2)
Class to 9 buildings – Part F1.7 of the Building Code of Australia (Volume 1)
Australian Standard AS3740-2010 Waterproofing of Domestic Wet Areas

Waterproofing completed by:

Boban Markovski

A.B.N: 17672356774

Property address:

36/12 Kirkland Court, Epping

Material used:

- Bastion Waterproofing Membrane
- Bastion Reinforcing Fabric


Area of Waterproofing:

- Ensuite shower to 2 metres high, ensuite shower base and the floor, ensuite floor to perimeter 100mm
- Toilet floor to 100mm perimeter

Declaration:

I certify that the waterproofing of the above-mentioned wet areas has been carried out in accordance with the provisions of the Building Code of Australia – Australian Standard AS3740-2010 Waterproofing of Domestic Wet Areas and the manufacturer's product/installation requirement.

Name: Boban Markovski

Signature: 

Date: 25.05.2025